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COMMUNITY REDEVELOPMENT AGENCY (CRA)
REGULAR MEETING AGENDA
1350 BALDWIN AVENUE, CITY HALL
WEDNESDAY, JANUARY 28, 2026
5:00 PM

1. **CALL TO ORDER**
   - A. Invocation
   - B. Pledge of Allegiance
2. **APPROVAL OF MINUTES**
   - A. November 19, 2025
3. **FINANCIAL REPORT**
   - A. Item
4. **CONSENT**
   - A. Budget Amendment
   - B. Historic Design Standards
   - C. Amphitheater
   - D. Baldwin Avenue Restriping
   - E. Alleyway Project
   - F. Dog Park
   - G. Railroad Crossing Improvement
   - H. 27 Crescent Drive
5. **REGULAR AGENDA**
   - A. Amphitheater Presentation
   - B. Baldwin Avenue Restriping Bid Packet
   - C. Historic Standards Final Draft Presentation
   - D. 27 Crescent Drive Project Presentation
   - E. Hazardous Tree Removal Grant
   - F. Income-Based Roofing Grant
   - G. Residential Site Cleanup Grant
6. **REQUEST TO BE ON THE AGENDA**
   - A. Quality Roofing - Mike Westfall
7. **BOARD MEMBER COMMENTS**
8. **CITIZEN COMMENTS**

9. ADJOURNMENT

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

Community Redevelopment Agency
Regular Meeting Minutes
Council Chambers
November 19, 2025
5:00 PM

1. Call To Order

Chair R. Henderson called the Community Redevelopment Agency meeting to order at 5:00 PM.

Present: Reynolds Henderson, Cathy Mosley, Rob Hamilton, and Bruton Campbell-Work, Donald Grahm.

Absent:

Also in attendance: City Attorney Clay Adkinson, Executive Director Josh Ervin, and Rafael Ali, City Clerk.

2. FINANCIAL REPORT
A. Item

Mr. Ervin state that there is nothing significant to report in the financial report.

A motion was made to approve the financial report by Mrs. Mosley and seconded by Mr. Cambell-Work; the motion passed without objection.

3. GROWTH AND DEVELOPMENT ASSISTANCE GRANT TRACKING SHEET
A. Item

Mr. Ervin presented the Growth and development assistance tracking sheet.

4. NEW BUSINESS
A. Request direction on debt issuance

Mr. Ervin stated that since the last meeting, he has received another proposal from a different bank.

Mr. Ervin stated that a representative from PFM was present to discuss the proposal.

Jeremy, a representative from PFM, explained the debt issuance process.

Mr. Jeremy explained all of the proposals that were received.

Mr. Jeremy stated that it was determined the short-term paid option made the most sense and carries a 3.999% bank loan rate.

Mr. Jeremy asked if there were any questions regarding the proposal.

Mr. Henderson stated that he was happy to see the rate was substantially lower than the previous rate.

Mr. Jeremy presented the CRA cash flow coverage page.

Mr. Jeremy stated that they estimated debt service to be in the $800,000 range.

Mr. Jeremy stated that they now estimate $745,000 in annual debt service.

Mr. Jeremy stated that if a follow-up financing is completed, savings could be achieved similar to refinancing a mortgage.

Mr. Reynolds asked if the committee had any additional comments or questions.

Mr. Campbell-Work asked if a list of projects was required for the debt service or what the scope would be.

Mr. Adkinson stated that it would need to be more specific the closer the process gets to debt issuance.

Mr. Henderson stated that the fire department is the biggest question mark.

Mr. Adkinson stated that, from their perspective, the real question is whether this is the path the CRA wants to take to issue debt.

Mr. Adkinson stated that it would be his intention to include a specific list of projects.

Mr. Adkinson stated that they will see how much leeway they will have.

Mr. Adkinson stated that the reality of the situation is not just about the cheapest rate, as there are many factors to consider.

Mr. Adkinson stated that the real question is whether the board is comfortable issuing debt service tonight.

Mr. Adkinson stated that a decision must be made tonight regarding the direction moving forward.

Mr. Jeremy stated that they will try to include some flexibility in what is being requested.

Mr. Jeremy stated that he is seeking direction to inform the bank that the CRA Board has selected a specific bank.

Mr. Jeremy stated that his selection is Option A.

Mr. Jeremy stated that he believes getting out of the deal in three years instead of five is worth it.

Mr. Ervin stated that there has been discussion about the need to take this matter to City Council.

Mr. Ervin stated that they are determining whether projects need to be included in the resolution that Council would adopt.

Mr. Ervin stated that if there is a desire to define that, it needs to be determined tonight.

Mr. Henderson stated that he does not believe it can be defined any more specifically at this time.

Mr. Henderson asked what the goal is.

Mr. Adkinson stated that the board has made it clear it is willing to assist with projects it can legally support.

Mr. Adkinson stated that if additional projects arise, they can be brought forward.

Mr. Adkinson stated that they are ultimately debating projects they are already willing to pursue.

Mr. Adkinson stated that if issuing debt helps accomplish the CRA's goals, it should be sent to City Council for consideration.

A motion was made to continue with the debt issuance at the proposed option A by Mr. Campbell-Work and seconded by Mrs. Mosley; the motion passed without objection.

Mr. Henderson asked if, when running the advertisement, the projects would need to be stated.

Mr. Adkinson stated that he does not believe they should be included and that advertisements are not that specific.

B. Request approval of the amendment to the Income-Based Roofing Improvement Grant 250045 for 221 Loftin Street

Mr. Ervin presented on Request approval of the amendment to the Income-Based Roofing Improvement Grant 250045 for 221 Loftin Street.

Mr. Ervin stated that there was an increase from the second quote.

A motion was made to approve the amendment to the Income-Based Roofing Improvement Grant 250045 for 221 Loftin Street by Mr. Campbell-Work and seconded by Mr. Hamiliton; the motion passed without objection.

Mr. Graham asked if this has been completed.

Mr. Ervin answered yes.

C. Request to approve Invoice #25064_0925 and #25064_1025 for the Lake Yard Amphitheater concept design project

Mr. Ervin presented on the request to approve Invoice #25064_0925 and #25064_1025 for the Lake Yard Amphitheater concept design project.

A motion was made to approved Invoice #25064_0925 for the Lake Yard Amphitheater concept design project by Mr. Hamilton and seconded by Mrs. Mosley; the motion passed without objection.

A motion was made to approved Invoice #25064_1025 for the Lake Yard Amphitheater concept design project by Mr. Hamilton and seconded by Mrs. Mosley; the motion passed without objection.

D. Request direction on Chair and Vice-Chair appointments for Calendar Year 2026

A motion was made to have Mrs. Mosley as the Chair of the CRA and Mr. Campbell-Work the Vice Chair by Mr. Graham and seconded by Mrs. Mosley; the motion passed without objection.

E. Request to approve Invoice 15367 for the Downtown Parking Restriping project design

Mr. Ervin presented on Invoice 15367 for the Downtown Parking Restriping project design.

Mr. Ervin stated that it is in the amount of $11,000.

A motion was made to approve Invoice 15367 for the Downtown Parking Restriping project design by Mr. Campbell-Work and seconded by Mrs. Mosley; the motion passed without objection.

Mr. Campbell-Work asked if this project will start next year.

Mr. Evrin answered that is correct.

F. Request to approve final Invoice 22457769 for the Veterans Memorial Concept project design

Mr. Ervin Presented on Invoice 22457769 for the Veterans Memorial Concept project design.

A motion was made to approve final Invoice 22457769 for the Veterans Memorial Concept project design by Mr. Campbell-Work and seconded by Mr. Hamilton; the motion passed without objection.

G. Request direction on the Executive Director's employment agreement

Mr. Adkinson presented the executive director employment agreement.

Mr. Adkinson stated that he is presenting this to the Committee for discussion.

Mr. Adkinson stated that it is never a comfortable situation to discuss this at the Board level.

Mr. Adkinson went through the contract and the different clauses within it, section by section.

Mr. Hamilton stated that there is a typo referencing the City Manager.

Mr. Adkinson stated that he will update it.

A motion was made to approve the employment agreement with the boards requested changes by Mr. Campbell-Work and seconded by Mrs. Mosley; the motion passed without objection.

Mr. Campbell-Work asked what percentage of leave gets cashed out at the City.

Mr. Ervin answered that annual leave is cashed out at 100%, with a maximum of 200 hours.

Mr. Graham asked if a vehicle would be provided.

Mr. Ervin answered no.

Mr. Hamilton stated that he would not request mileage for travel within the City, but would request it if he attends a conference.

Mr. Ervin asked if the Board would be willing to allow Mr. Hamilton to shadow him.

The Board stated that this would be acceptable.

Mr. Ervin stated that the effective date will be November 4th.

Mr. Adkinson discussed termination and the circumstances under which a for-cause termination could occur, noting that it can be more difficult than expected from a legal perspective.

Mr. Adkinson stated that he is willing to add language specifying that no severance will be paid in the case of a for-cause termination.

The Board stated that this language should be added.

Mr. Adkinson stated that he will add it to the final section.

Mr. Adkinson stated that he will email a copy of the agreement to the board.

5. REQUEST TO BE ON THE AGENDA

6. BOARD MEMBER COMMENTS

No board member comments.

7. CITIZEN COMMENTS

No citizen comment.

8.ADJOURNMENT

Meeting adjourned at 5:58 PM.

Approved:

_____
Chair Reynolds. Henderson

ATTEST:

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

DRAFT

Account	Name	Beginning Balance	Total Activity	Ending Balance
Fund: 660 - Community Redevelopment Area				
660-000-515-1200	CRA - Salaries	0.00	44,172.35	44,172.35

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/10/2025	PYPKT01379	PYPKT01379 - 10/10/2...		PYPKT01379 - 10/10/2025 PAYROLL - Pa...			3,812.86	3,812.86
10/21/2025	PYPKT01386	PYPKT01386 - 10/24/2...		PYPKT01386 - 10/24/2025 Payroll - Pay ...			3,812.88	7,625.74
10/31/2025	PYPKT01396	PYPKT01396 - 11/07/2...		PYPKT01396 - 11/07/2025 Payroll - Pay ...			3,813.18	11,438.92
						Activity for October, 2025:	**11,438.92**	
11/21/2025	PYPKT01401	PYPKT01401 - 11/21/2...		PYPKT01401 - 11/21/2025 payroll - Pay ...			3,812.84	15,251.76
						Activity for November, 2025:	**3,812.84**	
12/05/2025	PYPKT01411	PYPKT01411 - 120520...		PYPKT01411 - 12052025 Payroll - Pay 12...			5,719.77	20,971.53
12/19/2025	PYPKT01425	PYPKT01425 - 12/19/2...		PYPKT01425 - 12/19/2025 Payroll - Pay ...			15,574.46	36,545.99
						Activity for December, 2025:	**21,294.23**	
01/02/2026	PYPKT01437	PYPKT01437 - 01/02/2...		PYPKT01437 - 01/02/2026 Payroll - Pay ...			3,813.18	40,359.17
01/16/2026	PYPKT01450	PYPKT01450 - PAYROL...		PYPKT01450 - PAYROLL 01/16/2026 - Pa...			3,813.18	44,172.35
						Activity for January, 2026:	**7,626.36**	

660-000-515-1225	CRA-Bonus	0.00	2,132.20	2,132.20

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/17/2025	PYPKT01383	PYPKT01383 - 10/17/2...		PYPKT01383 - 10/15/2025 Bonus - Pay 1...			1,624.25	1,624.25
10/17/2025	PYPKT01399	PYPKT01399 - 10/17/2...		PYPKT01399 - 10/17/2025 Bonus Correc...			1,624.25	3,248.50
						Activity for October, 2025:	**3,248.50**	
12/22/2025	PYPKT01399	PYPKT01399 - 10/17/2...		PYPKT01383 - 10/15/2025 Bonus - Pay 1...			-1,624.25	1,624.25
12/22/2025	PYPKT01443	PYPKT01443 - 10/17/2...		PYPKT01443 - 10/17/2025 Payroll Corre...			507.95	2,132.20
						Activity for December, 2025:	**-1,116.30**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-2100	CRA - FICA Taxes	0.00	3,730.82	3,730.82

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/10/2025	PYPKT01379	PYPKT01379 - 10/10/2...		PYPKT01379 - 10/10/2025 PAYROLL - Pa...			291.69	291.69
10/17/2025	PYPKT01383	PYPKT01383 - 10/17/2...		PYPKT01383 - 10/15/2025 Bonus - Pay 1...			124.25	415.94
10/17/2025	PYPKT01399	PYPKT01399 - 10/17/2...		PYPKT01399 - 10/17/2025 Bonus Correc...			124.25	540.19
10/21/2025	PYPKT01386	PYPKT01386 - 10/24/2...		PYPKT01386 - 10/24/2025 Payroll - Pay ...			338.81	879.00
10/31/2025	PYPKT01396	PYPKT01396 - 11/07/2...		PYPKT01396 - 11/07/2025 Payroll - Pay ...			291.71	1,170.71
						Activity for October, 2025:	**1,170.71**	
11/21/2025	PYPKT01401	PYPKT01401 - 11/21/2...		PYPKT01401 - 11/21/2025 payroll - Pay ...			338.81	1,509.52
						Activity for November, 2025:	**338.81**	
12/05/2025	PYPKT01411	PYPKT01411 - 120520...		PYPKT01411 - 12052025 Payroll - Pay 12...			437.57	1,947.09
12/19/2025	PYPKT01425	PYPKT01425 - 12/19/2...		PYPKT01425 - 12/19/2025 Payroll - Pay ...			1,238.57	3,185.66
12/22/2025	PYPKT01399	PYPKT01399 - 10/17/2...		PYPKT01383 - 10/15/2025 Bonus - Pay 1...			-124.25	3,061.41
12/22/2025	PYPKT01443	PYPKT01443 - 10/17/2...		PYPKT01443 - 10/17/2025 Payroll Corre...			38.87	3,100.28
						Activity for December, 2025:	**1,590.76**	
01/02/2026	PYPKT01437	PYPKT01437 - 01/02/2...		PYPKT01437 - 01/02/2026 Payroll - Pay ...			291.71	3,391.99
01/16/2026	PYPKT01450	PYPKT01450 - PAYROL...		PYPKT01450 - PAYROLL 01/16/2026 - Pa...			338.83	3,730.82
						Activity for January, 2026:	**630.54**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-2125	CRA Federal WH-Bonus	0.00	0.00	0.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/17/2025	PYPKT01399	PYPKT01399 - 10/17/2...		PYPKT01399 - 10/17/2025 Bonus Correc...			357.34	357.34
						Activity for October, 2025:	**357.34**	
12/22/2025	PYPKT01443	PYPKT01443 - 10/17/2...		PYPKT01399 - 10/17/2025 Bonus Correc...			-357.34	0.00
						Activity for December, 2025:	**-357.34**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-2200	CRA - Retirement	0.00	14,682.88	14,682.88

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/10/2025	PYPKT01379	PYPKT01379 - 10/10/2...		PYPKT01379 - 10/10/2025 PAYROLL - Pa...			1,267.39	1,267.39
10/21/2025	PYPKT01386	PYPKT01386 - 10/24/2...		PYPKT01386 - 10/24/2025 Payroll - Pay ...			1,267.40	2,534.79
10/31/2025	PYPKT01396	PYPKT01396 - 11/07/2...		PYPKT01396 - 11/07/2025 Payroll - Pay ...			1,267.50	3,802.29
						Activity for October, 2025:	**3,802.29**	
11/21/2025	PYPKT01401	PYPKT01401 - 11/21/2...		PYPKT01401 - 11/21/2025 payroll - Pay ...			1,267.39	5,069.68
						Activity for November, 2025:	**1,267.39**	
12/05/2025	PYPKT01411	PYPKT01411 - 120520...		PYPKT01411 - 12052025 Payroll - Pay 12...			1,901.25	6,970.93
12/19/2025	PYPKT01425	PYPKT01425 - 12/19/2...		PYPKT01425 - 12/19/2025 Payroll - Pay ...			5,176.95	12,147.88
						Activity for December, 2025:	**7,078.20**	
01/02/2026	PYPKT01437	PYPKT01437 - 01/02/2...		PYPKT01437 - 01/02/2026 Payroll - Pay ...			1,267.50	13,415.38
01/16/2026	PYPKT01450	PYPKT01450 - PAYROL...		PYPKT01450 - PAYROLL 01/16/2026 - Pa...			1,267.50	14,682.88
						Activity for January, 2026:	**2,535.00**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-2300	CRA - Health Insurance	0.00	2,464.00	2,464.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/21/2025	PYPKT01386	PYPKT01386 - 10/24/2...		PYPKT01386 - 10/24/2025 Payroll - Pay ...			616.00	616.00
						Activity for October, 2025:	**616.00**	
11/21/2025	PYPKT01401	PYPKT01401 - 11/21/2...		PYPKT01401 - 11/21/2025 payroll - Pay ...			616.00	1,232.00
						Activity for November, 2025:	**616.00**	
12/19/2025	PYPKT01425	PYPKT01425 - 12/19/2...		PYPKT01425 - 12/19/2025 Payroll - Pay ...			616.00	1,848.00
						Activity for December, 2025:	**616.00**	
01/16/2026	PYPKT01450	PYPKT01450 - PAYROL...		PYPKT01450 - PAYROLL 01/16/2026 - Pa...			616.00	2,464.00
						Activity for January, 2026:	**616.00**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-3130	CRA - Other Professional Services	0.00	4,500.00	4,500.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/31/2025	POPKT12405	24-0255	14161	design drawings -CRA	17978 - TOUCHSTONE ARCHITRCTURE & C...		4,500.00	4,500.00
						Activity for October, 2025:	**4,500.00**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-4100	CRA - Telephone & Utilities	0.00	442.69	442.69

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
11/12/2025	APPKT01743	287294528589X11032...	14180	OCTOBER 2025	16237 - AT&T MOBILITY		181.20	181.20
11/12/2025	APPKT01743	OCT2025 24000-01661	14209	9/18-10/17 SERVICE MASTER BILL	00059 - FPL NORTHWEST FL		26.79	207.99
						Activity for November, 2025:	**207.99**	
12/12/2025	APPKT01789	287294528589X12032...	14286	NOVEMBER MOBILE PHONES 10/28-11/...	16237 - AT&T MOBILITY		181.20	389.19
12/23/2025	APPKT01794	112925MASTERBILL	14353	NOVEMBER MASTER BILL	00059 - FPL NORTHWEST FL		26.79	415.98
						Activity for December, 2025:	**207.99**	
01/12/2026	APPKT01814	DEC2025	14465	ELECTRICAL POWER	00059 - FPL NORTHWEST FL		26.71	442.69
						Activity for January, 2026:	**26.71**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-4200	CRA - Fees, Memberships & Subscriptions	0.00	175.00	175.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
01/09/2026	APPKT01811	242190346	14446	CRA Annual Filing Fee	16194 - TRUSTMARK NATIONAL BANK		175.00	175.00
						Activity for January, 2026:	**175.00**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-4300	CRA - Insurance	0.00	12,781.50	12,781.50

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/03/2025	APPKT01709	2526-1522-Q1-1	13945	GENERAL, CYBER, & COMM LIABILITY IN...	02446 - FLORIDA MUNICIPAL INSURANCE T...		6,390.75	6,390.75
						Activity for October, 2025:	**6,390.75**	
12/12/2025	APPKT01789	2526-1522-Q2-2	14307	INSURANCE	02446 - FLORIDA MUNICIPAL INSURANCE T...		6,390.75	12,781.50
						Activity for December, 2025:	**6,390.75**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-4400	CRA - Office Lease	0.00	3,600.00	3,600.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/14/2025	APPKT01720	OCT2025	14010	CRA LEASE OCTOBER 2025	17263 - Baldwin Avenue, LLC		900.00	900.00
						Activity for October, 2025:	**900.00**	
11/13/2025	APPKT01743	NOV2025	14183	CRA LEASE NOV 2025	17263 - Baldwin Avenue, LLC		900.00	1,800.00
						Activity for November, 2025:	**900.00**	
12/12/2025	APPKT01789	DEC2025CRA	14288	DECEMBER 2025 CRA LEASE	17263 - Baldwin Avenue, LLC		900.00	2,700.00
						Activity for December, 2025:	**900.00**	
01/06/2026	APPKT01795	JAN2026	14377	CRA LEASE JANUARY 2026	17263 - Baldwin Avenue, LLC		900.00	3,600.00
						Activity for January, 2026:	**900.00**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-4902	CRA - Marketing	0.00	132.75	132.75

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
12/10/2025	POPKT12662	8838Z	14301	legal ad for 11/26/25	00040 - DEFUNIAK HERALD BREEZE		132.75	132.75
						Activity for December, 2025:	**132.75**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-6630	CRA - Ampitheater Project	0.00	40,941.25	40,941.25

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
11/24/2025	POPKT12587	28064_1025	14244	amphitheater design services	17979 - DAG ARCHITECTS, INC		40,941.25	40,941.25
						Activity for November, 2025:	**40,941.25**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-8200	CRA - Incentive Grants	0.00	11,500.00	11,500.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/16/2025	POPKT12342	GRANT250038	13999	Commercial Site and Building Improvem...	18034 - GSF VALLEY PROPERTIES, LLC		5,000.00	5,000.00
						Activity for October, 2025:	**5,000.00**	
11/13/2025	POPKT12483	GRANT250020	14168	Commercial Site and Building Improvem...	17917 - Galloway Wealth		1,500.00	6,500.00
						Activity for November, 2025:	**1,500.00**	
12/08/2025	POPKT12650	GRANT250042	14273	Residential Site and Building Improvem...	18040 - RODNEY CARLAN		5,000.00	11,500.00
						Activity for December, 2025:	**5,000.00**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-000-515-8210	CRA - Income Based Incentive Grants	0.00	12,237.00	12,237.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
11/20/2025	POPKT12569	1865	14186	INCREASED COST DUE TO EXTRA DEBRIS...	17863 - BROADWAY HOME SERVICES, LLC		1,100.00	1,100.00
11/20/2025	POPKT12569	1865	14186	Appr. income-based roof grant- Appl # 2...	17863 - BROADWAY HOME SERVICES, LLC		11,100.00	12,200.00
						Activity for November, 2025:	**12,200.00**	
12/08/2025	APPKT01778	539066	14264	LEIN RECORDING FEES DUE	00037 - CLERK OF CIRCUIT COURT		37.00	12,237.00
						Activity for December, 2025:	**37.00**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-101-200-0000	Cash	1,950,548.16	1,602,051.55	3,552,599.71

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/10/2025	GLPKT13095	JN09704		AP Clearing Input 10/10/25 Payables			-7,452.25	1,943,095.91
10/10/2025	GLPKT13096	JN09705		PR Clearing Input 10/10/25 Payroll			-5,371.94	1,937,723.97
10/16/2025	GLPKT13140	JN09720		PR Clearing Input 10/17/25 Bonus			-1,748.50	1,935,975.47
10/17/2025	GLPKT13166	JN09722		AP Clearing Input 10/17/2025 Payables			-5,000.00	1,930,975.47
10/22/2025	GLPKT13194	JN09728		Payroll Clearing Input 10/24/2025 Payroll			-6,035.09	1,924,940.38
10/24/2025	GLPKT13230	JN09733		AP Clearing Input 10/24/2025 Payables			-900.00	1,924,040.38
10/30/2025	GLPKT13268	JN09737		Walton County CRA Payment			711,251.00	2,635,291.38
10/31/2025	BRPKT02519	INT0000411		Interest 10/2025			5,217.92	2,640,509.30
						Activity for October, 2025:	**689,961.14**	
11/05/2025	GLPKT13299	JN09742		Payroll Clearing Input 11/07/25			-5,372.39	2,635,136.91
11/05/2025	GLPKT13315	JN09748		AP Clearing Input 11/04/2025 Payables			-17,158.75	2,617,978.16
11/07/2025	GLPKT13318	JN09751		AP Clearing Input 11/07/25 Payables			-5,620.00	2,612,358.16
11/13/2025	GLPKT13375	JN09762		AP Clearing Input 11/13/25			-1,500.00	2,610,858.16
11/18/2025	GLPKT13435	JN09786		Payroll Clearing Input 11/21/25 Payroll			-6,035.04	2,604,823.12
11/20/2025	GLPKT13495	JN09802		AP Clearing Input 11/20/2025			-7,400.00	2,597,423.12
11/24/2025	GLPKT13507	JN09807		AP Clearing Input 11/21/2025 Payables			-13,307.99	2,584,115.13
11/25/2025	GLPKT13531	JN09810		AP Clearing Input 11/25/2025 Payables			-84,733.75	2,499,381.38
11/30/2025	BRPKT02544	INT0000434		Interest 11/2025			6,599.70	2,505,981.08
						Activity for November, 2025:	**-134,528.22**	
12/03/2025	GLPKT13553	JN09823		Payroll Clearing Input 12/05/2025 Payroll			-8,058.59	2,497,922.49
12/09/2025	GLPKT13590	JN09836		AP Clearing Input 12/09/2025			-5,037.00	2,492,885.49
12/12/2025	GLPKT13661	JN09849		AP Clearing Input 12/12/2025			-5,000.00	2,487,885.49
12/12/2025	GLPKT13665	JN09853		WCTC FY 2526 Dist #3			1,111,645.25	3,599,530.74
12/16/2025	GLPKT13672	JN09858		AP Clearing Input 12/15/2025			-7,604.70	3,591,926.04
12/17/2025	GLPKT13687	JN09864		PR Clearing Input 12/19/2025			-22,605.98	3,569,320.06
12/23/2025	GLPKT13732	JN09876		AP Clearing Input 12/23/25 payable			-26.79	3,569,293.27
12/31/2025	GLPKT13758	JN09890		PR Clearing Input 1/2/2026 Payroll			-5,372.39	3,563,920.88
						Activity for December, 2025:	**1,057,939.80**	
01/07/2026	GLPKT13789	JN09908		AP Clearing Input 1/07/26 Payables			-5,684.13	3,558,236.75
01/07/2026	CLPKT02418	DEP0013416		CLPKT02418 BG:Cash & Checks			972.00	3,559,208.75
01/08/2026	GLPKT13794	JN09909		Payroll Clearing Input Bonus Correction			-546.82	3,558,661.93
01/14/2026	GLPKT13837	JN09923		AP Clearing Input 01/13/2026 Payables			-26.71	3,558,635.22
01/14/2026	GLPKT13841	JN09926		Payroll Clearing Input 01/16/2026 Payroll			-6,035.51	3,552,599.71
						Activity for January, 2026:	**-11,321.17**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-207-810-0000	Transfer to AP Clearing	-75,316.88	80,141.88	4,825.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/03/2025	APPKT01709	2526-1522-Q1-1	13945	GENERAL, CYBER, & COMM LIABILITY IN...	02446 - FLORIDA MUNICIPAL INSURANCE T...		-6,390.75	-81,707.63
10/10/2025	GLPKT13095	JN09704		AP Clearing Input 10/10/25 Payables			7,452.25	-74,255.38
10/14/2025	APPKT01720	OCT2025	14010	CRA LEASE OCTOBER 2025 SEC PBL	17263 - Baldwin Avenue, LLC		-900.00	-75,155.38
10/16/2025	POPKT12342	GRANT250038	13999	Commercial Site and Building Improvem...	18034 - GSF VALLEY PROPERTIES, LLC		-5,000.00	-80,155.38
10/17/2025	GLPKT13166	JN09722		AP Clearing Input 10/17/2025 Payables			5,000.00	-75,155.38
10/24/2025	GLPKT13230	JN09733		AP Clearing Input 10/24/2025 Payables			900.00	-74,255.38
10/31/2025	POPKT12405	24-0255	14161	design drawings -CRA SEC PBL	17978 - TOUCHSTONE ARCHITRCTURE & C...		-4,500.00	-78,755.38
						Activity for October, 2025:	**-3,438.50**	
11/05/2025	GLPKT13315	JN09748		AP Clearing Input 11/04/2025 Payables			17,158.75	-61,596.63
11/07/2025	GLPKT13318	JN09751		AP Clearing Input 11/07/25 Payables			5,620.00	-55,976.63
11/12/2025	APPKT01743	287294528589X11032...	14180	OCTOBER 2025 SEC PBL	16237 - AT&T MOBILITY		-181.20	-56,157.83
11/12/2025	APPKT01743	OCT2025 24000-01661	14209	9/18-10/17 SERVICE MASTER BILL SEC P...	00059 - FPL NORTHWEST FL		-26.79	-56,184.62
11/13/2025	POPKT12483	GRANT250020	14168	Commercial Site and Building Improvem...	17917 - Galloway Wealth		-1,500.00	-57,684.62
11/13/2025	GLPKT13375	JN09762		AP Clearing Input 11/13/25			1,500.00	-56,184.62
11/13/2025	APPKT01743	NOV2025	14183	CRA LEASE NOV 2025 SEC PBL	17263 - Baldwin Avenue, LLC		-900.00	-57,084.62
11/20/2025	POPKT12569	1865	14186	INCREASED COST DUE TO EXTRA DEBRIS...	17863 - BROADWAY HOME SERVICES, LLC		-1,100.00	-58,184.62
11/20/2025	POPKT12569	1865	14186	Appr. income-based roof grant- Appl # 2...	17863 - BROADWAY HOME SERVICES, LLC		-11,100.00	-69,284.62
11/20/2025	GLPKT13495	JN09802		AP Clearing Input 11/20/2025			7,400.00	-61,884.62
11/24/2025	GLPKT13507	JN09807		AP Clearing Input 11/21/2025 Payables			13,307.99	-48,576.63
11/24/2025	POPKT12587	28064_1025	14244	amphitheater design services SEC PBL	17979 - DAG ARCHITECTS, INC		-40,941.25	-89,517.88
11/25/2025	GLPKT13531	JN09810		AP Clearing Input 11/25/2025 Payables			84,733.75	-4,784.13
						Activity for November, 2025:	**73,971.25**	
12/08/2025	POPKT12650	GRANT250042	14273	Residential Site and Building Improvem...	18040 - RODNEY CARLAN		-5,000.00	-9,784.13
12/08/2025	APPKT01778	539066	14264	LEIN RECORDING FEES DUE SEC PBL	00037 - CLERK OF CIRCUIT COURT		-37.00	-9,821.13
12/09/2025	GLPKT13590	JN09836		AP Clearing Input 12/09/2025			5,037.00	-4,784.13
12/10/2025	POPKT12662	8838Z	14301	legal ad for 11/26/25 SEC PBL	00040 - DEFUNIAK HERALD BREEZE		-132.75	-4,916.88
12/12/2025	APPKT01789	2526-1522-Q2-2	14307	INSURANCE SEC PBL	02446 - FLORIDA MUNICIPAL INSURANCE T...		-6,390.75	-11,307.63
12/12/2025	APPKT01789	287294528589X12032...	14286	NOVEMBER MOBILE PHONES 10/28-11/...	16237 - AT&T MOBILITY		-181.20	-11,488.83
12/12/2025	APPKT01789	DEC2025CRA	14288	DECEMBER 2025 CRA LEASE SEC PBL	17263 - Baldwin Avenue, LLC		-900.00	-12,388.83
12/12/2025	GLPKT13661	JN09849		AP Clearing Input 12/12/2025			5,000.00	-7,388.83
12/16/2025	GLPKT13672	JN09858		AP Clearing Input 12/15/2025			7,604.70	215.87
12/23/2025	APPKT01794	112925MASTERBILL	14353	NOVEMBER MASTER BILL SEC PBL	00059 - FPL NORTHWEST FL		-26.79	189.08
12/23/2025	GLPKT13732	JN09876		AP Clearing Input 12/23/25 payable			26.79	215.87
						Activity for December, 2025:	**5,000.00**	
01/06/2026	APPKT01795	JAN2026	14377	CRA LEASE JANUARY 2026 SEC PBL	17263 - Baldwin Avenue, LLC		-900.00	-684.13
01/07/2026	GLPKT13789	JN09908		AP Clearing Input 1/07/26 Payables			5,684.13	5,000.00
01/09/2026	APPKT01811	242190346	14446	CRA Annual Filing Fee SEC PBL	16194 - TRUSTMARK NATIONAL BANK		-175.00	4,825.00
01/12/2026	APPKT01814	DEC2025	14465	ELECTRICAL POWER SEC PBL	00059 - FPL NORTHWEST FL		-26.71	4,798.29
01/14/2026	GLPKT13837	JN09923		AP Clearing Input 01/13/2026 Payables			26.71	4,825.00
						Activity for January, 2026:	**4,609.13**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-207-813-0000	Due to Payroll Clearing	0.49	0.00	0.49

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/10/2025	PYPKT01379	PYPKT01379 - 10/10/2...		Packet PYPKT01379: 10/10/2025 PAYRO...			-5,371.94	-5,371.45
10/10/2025	GLPKT13096	JN09705		PR Clearing Input 10/10/25 Payroll			5,371.94	0.49
10/16/2025	GLPKT13140	JN09720		PR Clearing Input 10/17/25 Bonus			1,748.50	1,748.99
10/17/2025	PYPKT01383	PYPKT01383 - 10/17/2...		Packet PYPKT01383: 10/17/2025 Bonus -..			-1,748.50	0.49
10/17/2025	PYPKT01399	PYPKT01399 - 10/17/2...		Packet PYPKT01399: 10/17/2025 Bonus ...			-2,105.84	-2,105.35
10/21/2025	PYPKT01386	PYPKT01386 - 10/24/2...		Packet PYPKT01386: 10/24/2025 Payroll...			-6,035.09	-8,140.44
10/22/2025	GLPKT13194	JN09728		Payroll Clearing Input 10/24/2025 Payroll			6,035.09	-2,105.35
10/31/2025	PYPKT01396	PYPKT01396 - 11/07/2...		Packet PYPKT01396: 11/07/2025 Payroll...			-5,372.39	-7,477.74
						Activity for October, 2025:	**-7,478.23**	
11/05/2025	GLPKT13299	JN09742		Payroll Clearing Input 11/07/25			5,372.39	-2,105.35
11/18/2025	GLPKT13435	JN09786		Payroll Clearing Input 11/21/25 Payroll			6,035.04	3,929.69
11/21/2025	PYPKT01401	PYPKT01401 - 11/21/2...		Packet PYPKT01401: 11/21/2025 payroll...			-6,035.04	-2,105.35
						Activity for November, 2025:	**5,372.39**	
12/03/2025	GLPKT13553	JN09823		Payroll Clearing Input 12/05/2025 Payroll			8,058.59	5,953.24
12/05/2025	PYPKT01411	PYPKT01411 - 120520...		Packet PYPKT01411: 12052025 Payroll - ...			-8,058.59	-2,105.35
12/17/2025	GLPKT13687	JN09864		PR Clearing Input 12/19/2025			22,605.98	20,500.63
12/19/2025	PYPKT01425	PYPKT01425 - 12/19/2...		Packet PYPKT01425: 12/19/2025 Payroll...			-22,605.98	-2,105.35
12/22/2025	PYPKT01399	PYPKT01399 - 10/17/2...		PYPKT01399 - 10/17/2025 Bonus Correc...			1,748.50	-356.85
12/22/2025	PYPKT01443	PYPKT01443 - 10/17/2...		Packet PYPKT01443: 10/17/2025 Payroll...			-189.48	-546.33
12/31/2025	GLPKT13758	JN09890		PR Clearing Input 1/2/2026 Payroll			5,372.39	4,826.06
						Activity for December, 2025:	**6,931.41**	
01/02/2026	PYPKT01437	PYPKT01437 - 01/02/2...		Packet PYPKT01437: 01/02/2026 Payroll...			-5,372.39	-546.33
01/08/2026	GLPKT13794	JN09909		Payroll Clearing Input Bonus Correction			546.82	0.49
01/14/2026	GLPKT13841	JN09926		Payroll Clearing Input 01/16/2026 Payroll			6,035.51	6,036.00
01/16/2026	PYPKT01450	PYPKT01450 - PAYROL...		Packet PYPKT01450: PAYROLL 01/16/20...			-6,035.51	0.49
						Activity for January, 2026:	**-4,825.57**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-311-100-0000	CRA - County Ad Valorem	0.00	-711,251.00	-711,251.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/30/2025	GLPKT13268	JN09737		Walton County CRA Payment			-711,251.00	-711,251.00
						Activity for October, 2025:	**-711,251.00**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-311-200-0000	CRA-City Ad Valorem Taxes	0.00	-1,111,645.25	-1,111,645.25

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
12/12/2025	GLPKT13665	JN09853		WCTC FY 2526 Dist #3			-1,111,645.25	-1,111,645.25
						Activity for December, 2025:	**-1,111,645.25**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-361-100-0000	CRA Interest	0.00	-11,817.62	-11,817.62

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
10/31/2025	BRPKT02519	Redevelopment Trust ...		Interest 10/2025			-5,217.92	-5,217.92
						Activity for October, 2025:	**-5,217.92**	
11/30/2025	BRPKT02544	Redevelopment Trust ...		Interest 11/2025			-6,599.70	-11,817.62
						Activity for November, 2025:	**-6,599.70**	

Account	Name	Beginning Balance	Total Activity	Ending Balance
660-366-000-0000	CRA DONATIONS	0.00	-972.00	-972.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
01/07/2026	CLPKT02418	R00263145		forward defuniak/historic preservation ...			-972.00	-972.00
						Activity for January, 2026:	**-972.00**	

Total Fund: 660 - Community Redevelopment Area:	**Beginning Balance: 1,875,231.77**	**Total Activity: 0.00**	**Ending Balance: 1,875,231.77**
Grand Totals:	**Beginning Balance: 1,875,231.77**	**Total Activity: 0.00**	**Ending Balance: 1,875,231.77**

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
660 - Community Redevelopment Area	1,875,231.77	0.00	1,875,231.77
Grand Total:	**1,875,231.77**	**0.00**	**1,875,231.77**

DeFuniak Springs, FL

Budget Report
Account Summary
For Fiscal: 2025-2026 Period Ending: 01/31/2026

			Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 660 - Community Redevelopment Area									
Revenue									
660-311-100-0000	CRA - County Ad Valorem		722,569.00	722,569.00	0.00	711,251.00	0.00	-11,318.00	1.57 %
660-311-200-0000	CRA-City Ad Valorem Taxes		1,111,645.00	1,111,645.00	0.00	1,111,645.25	0.00	0.25	100.00 %
660-331-300-0000	CRA - Prior Year Carry Over		878,003.00	878,003.00	0.00	0.00	0.00	-878,003.00	100.00 %
660-361-100-0000	CRA Interest		0.00	0.00	0.00	11,817.62	0.00	11,817.62	0.00 %
660-366-000-0000	CRA DONATIONS		0.00	0.00	972.00	972.00	0.00	972.00	0.00 %
		Revenue Total:	**2,712,217.00**	**2,712,217.00**	**972.00**	**1,835,685.87**	**0.00**	**-876,531.13**	**32.32%**
Expense									
660-000-515-1200	CRA - Salaries		115,500.00	115,500.00	7,626.36	44,172.35	0.00	71,327.65	61.76 %
660-000-515-1225	CRA-Bonus		0.00	0.00	0.00	2,132.20	0.00	-2,132.20	0.00 %
660-000-515-2100	CRA - FICA Taxes		11,691.00	11,691.00	630.54	3,730.82	0.00	7,960.18	68.09 %
660-000-515-2200	CRA - Retirement		48,241.00	48,241.00	2,535.00	14,682.88	0.00	33,558.12	69.56 %
660-000-515-2300	CRA - Health Insurance		14,471.00	14,471.00	616.00	2,464.00	0.00	12,007.00	82.97 %
660-000-515-2400	CRA - Worker Compensation		1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
660-000-515-3130	CRA - Other Professional Services		100,000.00	100,000.00	0.00	4,500.00	35,019.50	60,480.50	60.48 %
660-000-515-3200	CRA - Financial Audit		10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
660-000-515-4100	CRA - Telephone & Utilities		5,000.00	5,000.00	26.71	442.69	0.00	4,557.31	91.15 %
660-000-515-4200	CRA - Fees, Memberships & Subscriptions		2,365.00	2,365.00	175.00	175.00	0.00	2,190.00	92.60 %
660-000-515-4300	CRA - Insurance		35,000.00	35,000.00	0.00	12,781.50	0.00	22,218.50	63.48 %
660-000-515-4400	CRA - Office Lease		15,000.00	15,000.00	900.00	3,600.00	0.00	11,400.00	76.00 %
660-000-515-4900	CRA - Travel Expense		3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	100.00 %
660-000-515-4902	CRA - Marketing		5,000.00	5,000.00	0.00	132.75	1,316.00	3,551.25	71.03 %
660-000-515-5100	CRA - Office Supplies		5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
660-000-515-5200	CRA - Operating Supplies		9,947.00	9,947.00	0.00	0.00	0.00	9,947.00	100.00 %
660-000-515-5310	CRA - Streetscape/Alleyway		723,818.00	723,818.00	0.00	0.00	0.00	723,818.00	100.00 %
660-000-515-5420	CRA - Education & Training		3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
660-000-515-5599	CRA - Fines and Abatements		50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %
660-000-515-5600	CRA-Equipment Maintenance		2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
660-000-515-6620	CRA- Blighted Parcel Acquisition		120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	100.00 %
660-000-515-6630	CRA - Ampitheater Project		954,184.00	954,184.00	0.00	40,941.25	-40,941.25	954,184.00	100.00 %
660-000-515-6640	CRA - 27 Crescent Dr Redevelopment		226,500.00	226,500.00	0.00	0.00	0.00	226,500.00	100.00 %
660-000-515-8200	CRA - Incentive Grants		150,000.00	150,000.00	0.00	11,500.00	-6,500.00	145,000.00	96.67 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
660-000-515-8210	CRA - Income Based Incentive Grants	100,000.00	100,000.00	0.00	12,237.00	0.00	87,763.00	87.76 %
	Expense Total:	**2,712,217.00**	**2,712,217.00**	**12,509.61**	**153,492.44**	**-11,105.75**	**2,569,830.31**	**94.75%**
	Fund: 660 - Community Redevelopment Area Surplus (Deficit):	**0.00**	**0.00**	**-11,537.61**	**1,682,193.43**	**11,105.75**	**1,693,299.18**	**0.00%**
	Report Surplus (Deficit):	**0.00**	**0.00**	**-11,537.61**	**1,682,193.43**	**11,105.75**	**1,693,299.18**	**0.00%**

Group Summary

Account Typ…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 660 - Community Redevelopment Area							
Revenue	2,712,217.00	2,712,217.00	972.00	1,835,685.87	0.00	-876,531.13	32.32%
Expense	2,712,217.00	2,712,217.00	12,509.61	153,492.44	-11,105.75	2,569,830.31	94.75%
Fund: 660 - Community Redevelopment Area Surplus (Deficit):	**0.00**	**0.00**	**-11,537.61**	**1,682,193.43**	**11,105.75**	**1,693,299.18**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**-11,537.61**	**1,682,193.43**	**11,105.75**	**1,693,299.18**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
660 - Community Redevelopmen	0.00	0.00	-11,537.61	1,682,193.43	11,105.75	1,693,299.18
Report Surplus (Deficit):	**0.00**	**0.00**	**-11,537.61**	**1,682,193.43**	**11,105.75**	**1,693,299.18**

DEFUNIAK SPRINGS

COMMUNITY REDEVELOPMENT AGENCY

FISCAL YEAR 2025-2026

GENERAL LEDGER ACCOUNT NUMBER	DESCRIPTION	ORIGINAL BUDGET	REQUESTED CHANGE	AMENDED BUDGET
660-331-300-0000	Prior Year Carry Over	878,003	1,066,456	**1944459**
660-000-515-5310	Streetscape/Alleyway	723,818	1,066,456	**1790274**
TOTAL		**1,601,821**	**2,132,912**	**3,734,733**

JUSTIFICATION FOR CHANGE:

Reconciled FY accounts revealed additional unspent funds from FY 2425 that require allocation in accordance with FSS 163.387

Total Amount of Old Budget = **$2,712,217**

Total Amount of New Budget = **$3,778,673**

Difference in New Budget = **$1,066,456**

APPROVED BY CRA DIRECTOR _____ **DATE** _____

APPROVED BY CRA CHAIRMAN _____ **DATE** _____

Docusign Envelope ID: 52F46EA9-0B85-4DA6-91D5-4FBCED3E464F

December 2, 2025

DeFuniak Springs Community Redevelopment Agency
694 Baldwin Avenue
Suite 4A
DeFuniak Springs, FL 32435

Please remit payment to:
Johnson, Mirmiran & Thompson, Inc.
40 Wight Avenue
Hunt Valley, MD 21030

Attn:

Re: Professional Services for Historic District Design Standards
RFP 24-02-CRA
PO# 2025-00559

Invoice Number:	7-274564
Period Starting Date:	9/28/2025
Period Ending Date:	11/22/2025
JMT Project Number:	24-02821-001
Prepared By:	McKnight Jr, Edward

We are hereby submitting our invoice for professional services, as per our Contract.

24-02821-001 - DeFuniak Springs Community Redevelopment Authority

Name of Employee	Classification	Hourly Rate	Total Hours	Total
Gimbal, Carolyn J	Architectural Historian	$ 81.78	2.0	$ 163.56
Smith, Samantha	Architectural Historian	$ 81.78	36.0	$ 2,944.08
		JMT Labor Total	**38.0**	**$ 3,107.64**

Direct Expenses		
Airfare		$ 399.86
Hotel		$ 412.50
Meals Per Diem		$ 238.00
Parking/Tolls		$ 48.00
Travel		$ 185.37
JMT Expenses Total		**$ 1,283.73**

TOTAL DUE THIS INVOICE **$ 4,391.37**

Total Budget	$	56,312.99
Amount This Invoice	$	4,391.37
Previous Billed	$	46,317.49
Billed To Date	$	50,708.86
Budget Remaining	$	5,604.13
Percent Invoiced		90.0%

"Certified that all invoicing is true and correct and payment has not yet been received."

Johnson, Mirmiran & Thompson, Inc.

Signed by:
CAROLYN GIMBAL
C2010C5CDCAE4D5...

Gimbal, Carolyn J
Project Manager

Federal ID No.: 52-0963531

Docusign Envelope ID: 52F46EA9-0B85-4DA6-91D5-4FBCED3E464F

Date & Time: 12/2/2025 4:05:34 PM

JMT

Labor distribution report (Comments - External (Sales Price)

from 9/28/2025 **to** 11/22/2025

Client: 10013276 DeFuniak Springs Community Redevelopment Agency

Contract: 24-02821 Professional Services for Historic District Design Standards

Project: 24-02821-001 DeFuniak Springs Community Redevelopment Authority

EE#	Name Date	Activity Code	Occupation	Hours	Rate	Total
06006	Gimbal, Carolyn J		Architectural Historian			
	9/29/2025		PM review of second draft	2.00	81.78	163.56
	Subtotal			2.00		163.56
07420	Smith, Samantha		Architectural Historian			
	9/30/2025			2.00	81.78	163.56
	10/27/2025			9.00	81.78	736.02
	10/28/2025			7.00	81.78	572.46
	10/29/2025			7.00	81.78	572.46
	10/30/2025			11.00	81.78	899.58
	Subtotal			36.00		2,944.08
Total				38.00		3,107.64

This certifies that the above is a true and correct labor report covering work performed on the project named

Signature of Consultant Signed by: CAROLYN GIMBAL

Gimbal, Carolyn J

Date

DAG
Architects

DeFuniak Springs CRA
Joshua Ervin
694 Baldwin Avenue
DeFuniak Springs, FL 32435

Invoice number 25064_1225
Date 12/31/2025

Project 25064 LAWSON AMPHITHEATER REDEVELOPMENT

Professional Architectural Services

PO 2025-01931

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1	32,500.00	100.00	32,500.00	32,500.00	0.00
Task 2	44,900.00	100.00	44,900.00	44,900.00	0.00
Task 3	57,300.00	90.00	28,648.91	51,568.91	22,920.00
Task 4	18,400.00	90.00	13,799.78	16,559.78	2,760.00
Task 5	27,600.00	90.00	0.00	24,840.00	24,840.00
Total	180,700.00	94.28	119,848.69	170,368.69	50,520.00

Invoice total **50,520.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25064_1125	11/30/2025	27,056.19		27,056.19			
25064_1225	12/31/2025	50,520.00	50,520.00				
	Total	77,576.19	50,520.00	27,056.19	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Michelle Neu, Tammi Roberts or Kara Kaegebein at 850.837.8152 or accounting@dagarchitects.com.

DAG
Architects

DeFuniak Springs CRA
Joshua Ervin
694 Baldwin Avenue
DeFuniak Springs, FL 32435

Invoice number 25064_1125
Date 11/30/2025

Project 25064 LAWSON AMPHITHEATER REDEVELOPMENT

Professional Architectural Services

PO 2025-01931

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1	32,500.00	100.00	32,500.00	32,500.00	0.00
Task 2	44,900.00	100.00	44,900.00	44,900.00	0.00
Task 3	57,300.00	50.00	9,500.00	28,648.91	19,148.91
Task 4	18,400.00	75.00	5,892.50	13,799.78	7,907.28
Task 5	27,600.00	0.00	0.00	0.00	0.00
Total	180,700.00	66.32	92,792.50	119,848.69	27,056.19

Invoice total **27,056.19**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25064_1125	11/30/2025	27,056.19	27,056.19				
	Total	27,056.19	27,056.19	0.00	0.00	0.00	0.00

We appreciate your business. Please remit payment at your earliest convenience to: DAG Architects Inc., 1223 Airport Road, Destin, FL 32541. If you have any questions, please contact Michelle Neu, Tammi Roberts or Kara Kaegebein at 850.837.8152 or accounting@dagarchitects.com.

Invoice

THREE NOTCH GROUP

DeFuniak Springs Community Redevelopment Agency
694 Baldwin Avenue (Suite 4A)
DeFuniak Springs, FL 32435

November 28, 2025
Project No: R869825001
Invoice No: 16008

Project R869825001 DeFuniak Springs CRA - Parking Impr
Task Order NO. 25-03-CRA

Professional Services through November 19, 2025

Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Plans	16,530.00	65.00	10,744.50
Bid Support Services	3,600.00	0.00	0.00
Total Fee	20,130.00		10,744.50
		Previous Fee Billing	5,785.50
		Current Fee Billing	4,959.00
		Total Fee	**4,959.00**
		Total this Invoice	**4,959.00**

PAYMENT OPTIONS:

CHECK | ACH | ZELLE | CREDIT CARD

TERMS: Net 30 Days. Client shall pay all costs and fees, including Attorney's fees, incurred by Three Notch Group for unpaid service balances.

To pay by credit card, please call (334) 216-7642. A 4% processing fee applies.

Remit Payments with Project Number to: Three Notch Group, Inc. | Post Office Box 278, Andalusia, AL 36420
Zelle Payments to: ar.processing@3notch.com

Invoice

THREE NOTCH GROUP

DeFuniak Springs Community Redevelopment Agency
694 Baldwin Avenue (Suite 4A)
DeFuniak Springs, FL 32435

December 19, 2025
Project No: R869825001
Invoice No: 16454

Project R869825001 DeFuniak Springs CRA - Parking Impr
Task Order NO. 25-03-CRA

Professional Services through December 17, 2025

Fee

Billing Phase	Fee	Percent Complete	Earned
Construction Plans	16,530.00	100.00	16,530.00
Bid Support Services	3,600.00	0.00	0.00
Total Fee	20,130.00		16,530.00
		Previous Fee Billing	10,744.50
		Current Fee Billing	5,785.50
		Total Fee	**5,785.50**
		Total this Invoice	**5,785.50**

PAYMENT OPTIONS:

CHECK | ACH | ZELLE | CREDIT CARD

TERMS: Net 30 Days. Client shall pay all costs and fees, including Attorney's fees, incurred by Three Notch Group for unpaid service balances.

To pay by credit card, please call (334) 216-7642. A 4% processing fee applies.

Remit Payments with Project Number to: Three Notch Group, Inc. | Post Office Box 278, Andalusia, AL 36420
Zelle Payments to: ar.processing@3notch.com

Anchor Consulting Engineering and Inspection, Inc.
450 Magnolia Avenue
Panama City, FL 32401

Invoice

Date	Invoice #
12/15/2025	1354

Bill To
DeFuniak Springs CRA 694 Baldwin Avenue, Suite 4A DeFuniak Springs, FL 32435 Purchase Order No. 2025-01940

P.O. No.	Terms
0404-001-01	Due on receipt

Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
4th Street and 11th Street Alleyway Improvements						
Task 1 - Preliminary Investigation and Layout	14,400.00			100.00%	100.00%	14,400.00
Task 2 - Preliminary and Final Design Development	35,900.00			28.41%	28.41%	10,200.00
Task 3A - Utility Design and Permitting - Sewer	22,000.00			10.00%	10.00%	2,200.00
Task 3B - Utility Design and Permitting - Water	9,000.00			10.00%	10.00%	900.00
Task 3C - Utility Design and Permitting - Natural Gas	15,830.00			0.00%	0.00%	0.00
Task 4 - Boundary and Topographic Survey (by others)	16,500.00			0.00%	0.00%	0.00
Task 5 - Geotechnical Services (by others)	3,080.00			100.00%	100.00%	3,080.00
Task 6 - Streetscaping Services (by others)	8,690.00			0.00%	0.00%	0.00
Task 7 - Bidding Phase	4,300.00			0.00%	0.00%	0.00
Task 8 - Construction Administration and Inspection (not to exceed $7,800 per month)	46,800.00			0.00%	0.00%	0.00

	Total
	Balance Due

Anchor Consulting Engineering and Inspection, Inc.

450 Magnolia Avenue
Panama City, FL 32401

Invoice

Date	Invoice #
12/15/2025	1354

Bill To
DeFuniak Springs CRA 694 Baldwin Avenue, Suite 4A DeFuniak Springs, FL 32435

P.O. No.	Terms
0404-001-01	Due on receipt

Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task 9 - Lighting and Electrical Coordination (not to exceed $3,000 per month)	3,000.00			0.00%	0.00%	0.00

Total	$30,780.00
Balance Due	$30,780.00

Anchor Consulting Engineering and Inspection, Inc.
450 Magnolia Avenue
Panama City, FL 32401

Invoice

Date	Invoice #
12/15/2025	1355

Bill To
DeFuniak Springs CRA 694 Baldwin Avenue, Suite 4A DeFuniak Springs, FL 32435

P.O. No.	Terms
0404-002-01	Due on receipt

Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
City of DeFuniak Springs Dog Park Facility						
Task 1 - Preliminary Investigation and Layout	2,100.00			54.76%	54.76%	1,150.00
Task 2 - Boundary and Topographic Survey (by others)	8,959.50			100.00%	100.00%	8,959.50
Task 3 - Geotechnical Services (by others)	2,420.00			100.00%	100.00%	2,420.00
Task 4 - Landscape Plan Services	3,740.00			0.00%	0.00%	0.00
Task 5 - Conceptual, Preliminary, and Final Design Development	17,800.00			0.00%	0.00%	0.00
Task 6 - Permitting Services	2,100.00			0.00%	0.00%	0.00
Task 7 - Bidding Services	2,400.00			0.00%	0.00%	0.00
Task 8 - Construction Administration and Inspection	24,680.00			0.00%	0.00%	0.00

Total	$12,529.50
Balance Due	$12,529.50

Invoice

THREE NOTCH GROUP

DeFuniak Springs Community Redevelopment Agency
694 Baldwin Avenue (Suite 4A)
DeFuniak Springs, FL 32435

December 23, 2025
Project No: R869825002
Invoice No: 16493

Project R869825002 DeFuniak Springs CRA - RR Crossing Imprv

Professional Services through December 17, 2025

Fee

Billing Phase	Fee	Percent Complete	Earned
Conceptual Design	5,980.00	100.00	5,980.00
Topographical & Boundary Survey	11,000.00	100.00	11,000.00
Construction Plans	25,970.00	0.00	0.00
Easements/Permitting	8,530.00	0.00	0.00
Bid Support Services	3,600.00	0.00	0.00
Construction Administration Services	16,670.00	0.00	0.00
Total Fee	71,750.00		16,980.00
		Previous Fee Billing	11,000.00
		Current Fee Billing	5,980.00
	Total Fee		**5,980.00**
		Total this Invoice	**5,980.00**

PAYMENT OPTIONS:

CHECK | ACH | ZELLE | CREDIT CARD

TERMS: Net 30 Days. Client shall pay all costs and fees, including Attorney's fees, incurred by Three Notch Group for unpaid service balances.

To pay by credit card, please call (334) 216-7642. A 4% processing fee applies.

Remit Payments with Project Number to: Three Notch Group, Inc. | Post Office Box 278, Andalusia, AL 36420
Zelle Payments to: ar.processing@3notch.com

MONTHLY PROGRESS INVOICE

Bill To: Rob Hamilton, Executive Director
DeFuniak Springs Community Redevelopment Agency
CRADirector@DeFuniakSpringsCRA.com

Project Description: 27 Crescent Drive Renovations
PO #: 2025-01902
Vendor Number: 17978

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	PROJECT NUMBER	BALANCE DUE
24-0258	18 January 2026	18 January 2026	25105	**$6,500.00**

INVOICE SUMMARY

PHASE	VALUE	% COMPLETE	PREVIOUSLY INVOICED	AMOUNT DUE	REMAINING
AR-1 As-Built Drawings	$2,250.00	100	$1,000.00	-	-
	$6,500.00			-	-
AR-2 Prelim. Concept Plans		100	$6,500.00		
AR-3 Concept Development	$5,000.00	100	$5,000.00	-	-
AR-4 Agency Coord	$500.00	100	-	$500.00	-
AR-5 Permit Drawings	$12,000.00	90	$3,000.00	$6000.00	$1,000.00

Contract Amount	$ 26,250.00		Amount Due	$6,500.00	

This invoice is the initial payment due at Notice-To-Proceed for mobilization of the work. The amount of the initial payment has been distributed between the phases of the work as described above.

Remit Payment To:
Touchstone Architecture
482 W. Harborview Rd.
Santa Rosa Beach, FL 32459

Thanks for this great opportunity!

Bradley

Sincerely,



Bradley C. Touchstone, FAIA

Schematic Design

DeFuniak Springs Amphitheater



DAG
Architects

Table of Contents

03 What We've Covered so Far

04 We Listened
05 We Learned
06 We Researched
07 We Studied
08 We Studied – As-Built Analysis
09 Existing Structural Analysis Report
10 Public Meeting – Kit of Parts
11 Public Meeting – Design Proposals
12 Public Meeting – Design Consensus

13 Proposal – The Station

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21 Marketable Events Example Calendar
22 Towers Style Iterations
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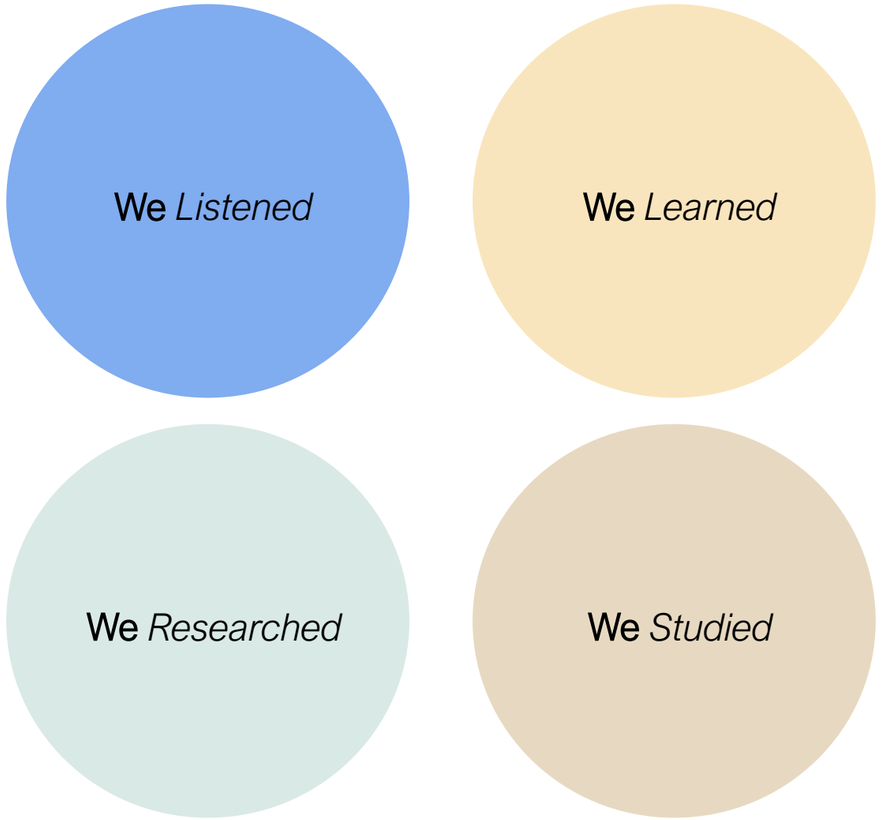
What we've covered *so far.*



Public Workshop

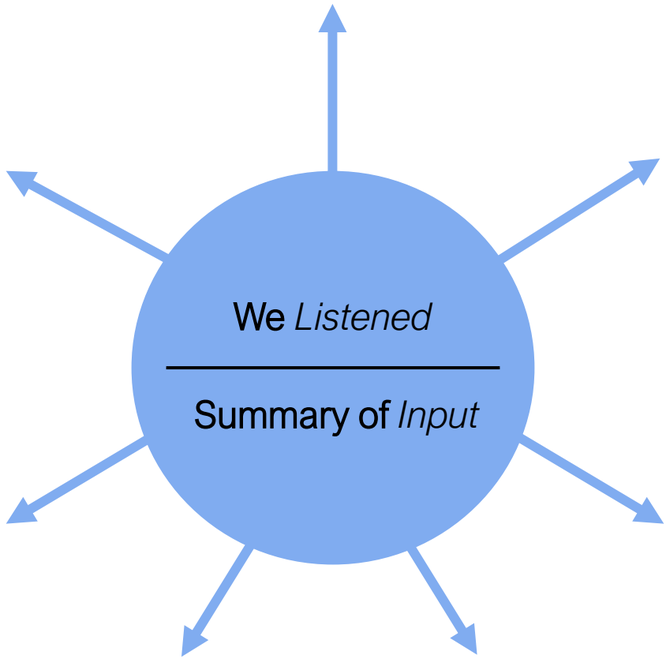
12 participants

Stakeholders Interviews

13 participants

Online Survey

200+ participants



Stage Design

Fixed roof with operable backdrop preferred, size flexibility for small and festival sized events year-round use.

Services Design

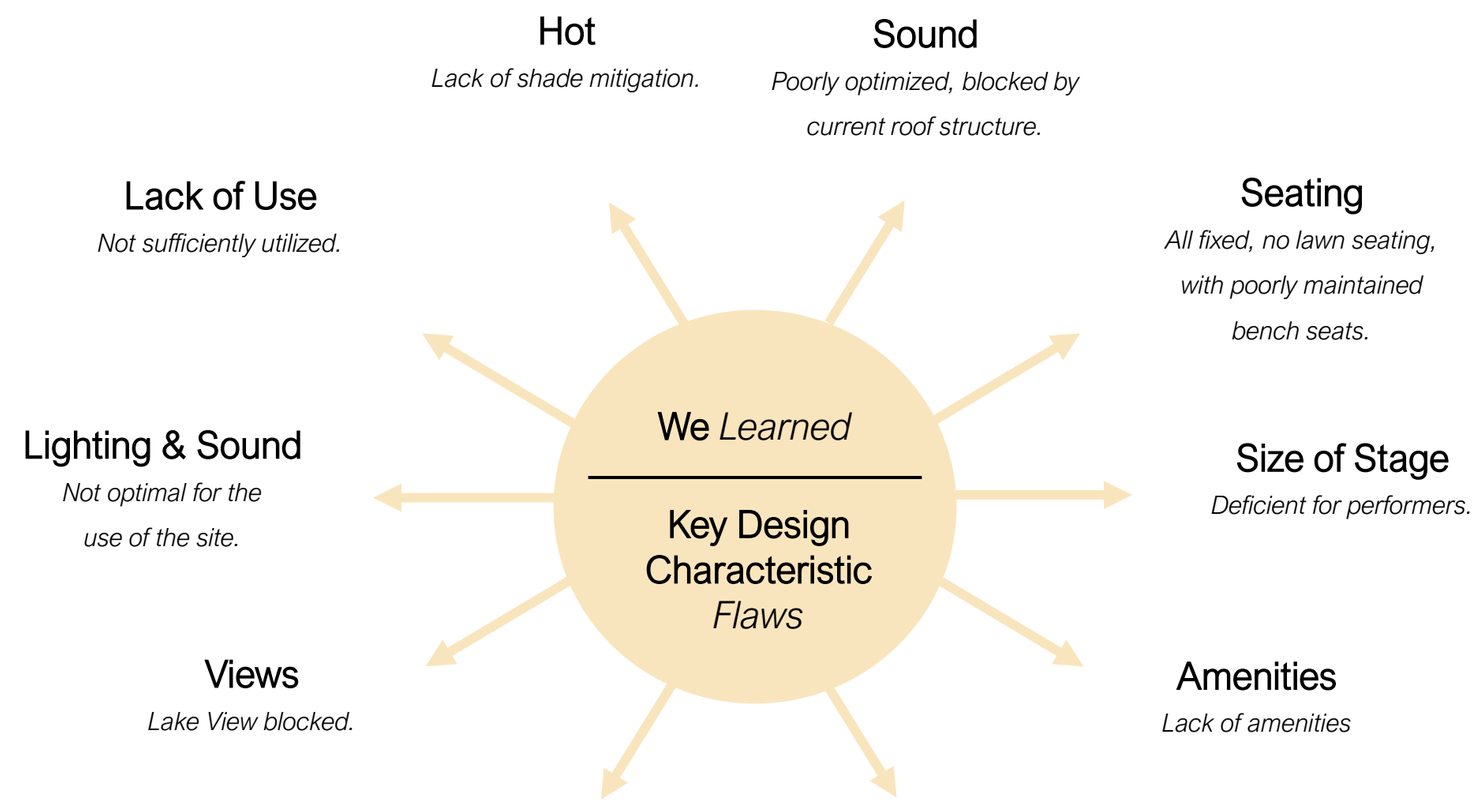
Prefer Circle Dr hilltop or nearby location for all time use.

Seating Design

Mix of fixed and lawn seating favored.

Shade Design

Shade distribution is essential and flexible/disassemble preferred.



Hot
Lack of shade mitigation.

Sound
Poorly optimized, blocked by current roof structure.

Lack of Use
Not sufficiently utilized.

Seating
All fixed, no lawn seating, with poorly maintained bench seats.

Lighting & Sound
Not optimal for the use of the site.

Size of Stage
Deficient for performers.

Views
Lake View blocked.

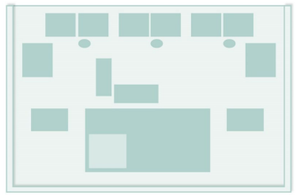
Amenities
Lack of amenities

Bathrooms
Bad location and feels unsafe

Accessibility
Not optimized for proper access needs.

Code Requirements

Occupancy / Assumptions - Design the amphitheater as Assembly A-5 using FBC and ASCE 7-22 standards for Risk Category III.
Accessibility - Provide accessible routes, seating dispersion companion seats, and assistive listening as required by FBC.
Plumbing Fixtures - Provide minimum required restrooms and fixtures based on a 400-seat occupant load: 3 for men, 5 for women.
Wind / Structural - Use site specific wind data and design all structures to full ASCE 7-22 wind standards for Risk Category III.
Lake / Flood / Local Coordination - Coordinate with city regulations and FEMA for flood zone A.
Stormwater Management - Capture and treat on site stormwater and confirm NWFWMD requirements for the closed basin site.

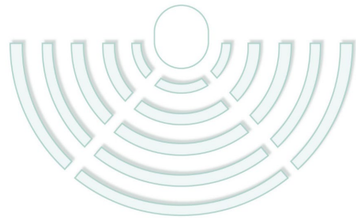


Stage Size

The stage should be adaptable to support a variety of performances and community events, around 40’ x 50’.

Stage Types

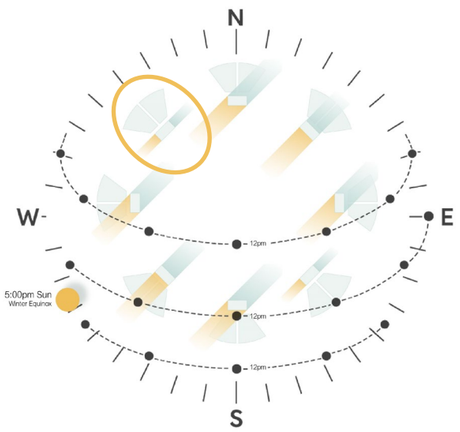
maximizing lake views and accommodating community events are key priorities. The open stage layout provides the best flexibility for concerts, cultural programs, and civic gatherings while maintaining strong visual and physical connections to the surrounding landscape.





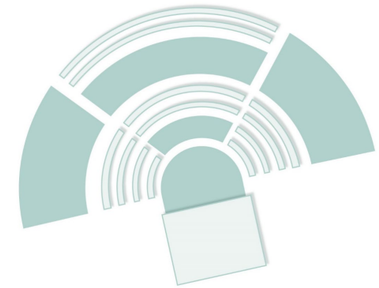
Stage Orientation

orienting the stage toward the Northwest provides the most balanced sun exposure throughout the day.



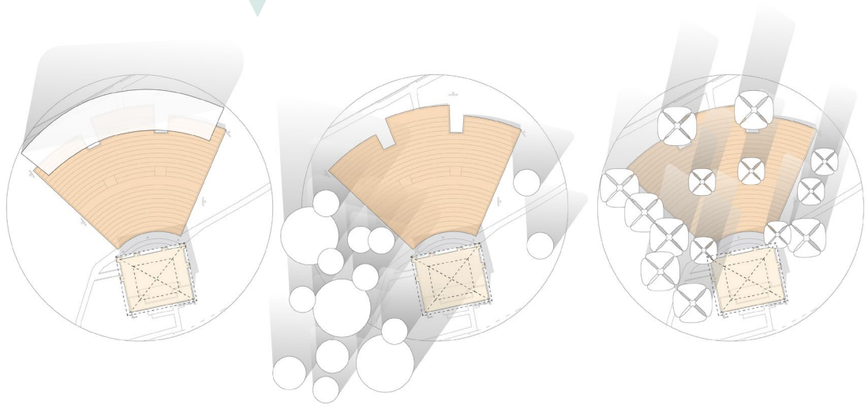
Seating Arrangement

Fixed seating at the back offers structure, accessibility, and defined viewing areas for larger performances with lawn seating dispersed along the sides and center for optimal seating opportunities. This arrangement enhances comfort, visibility, and inclusivity while maintaining open space near the stage.



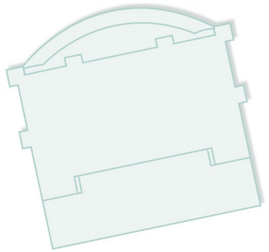
Sun Shading Mitigation

A mix of cantilever shading and natural west-side vegetation provides the most effective balance of coverage and comfort with an opportunity for structural shading mixed into the seating.

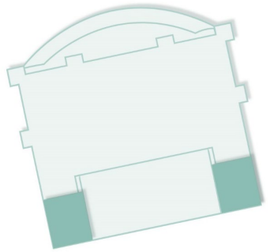


Stage

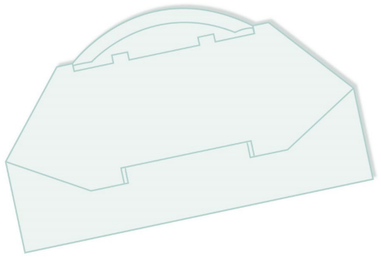
Clear

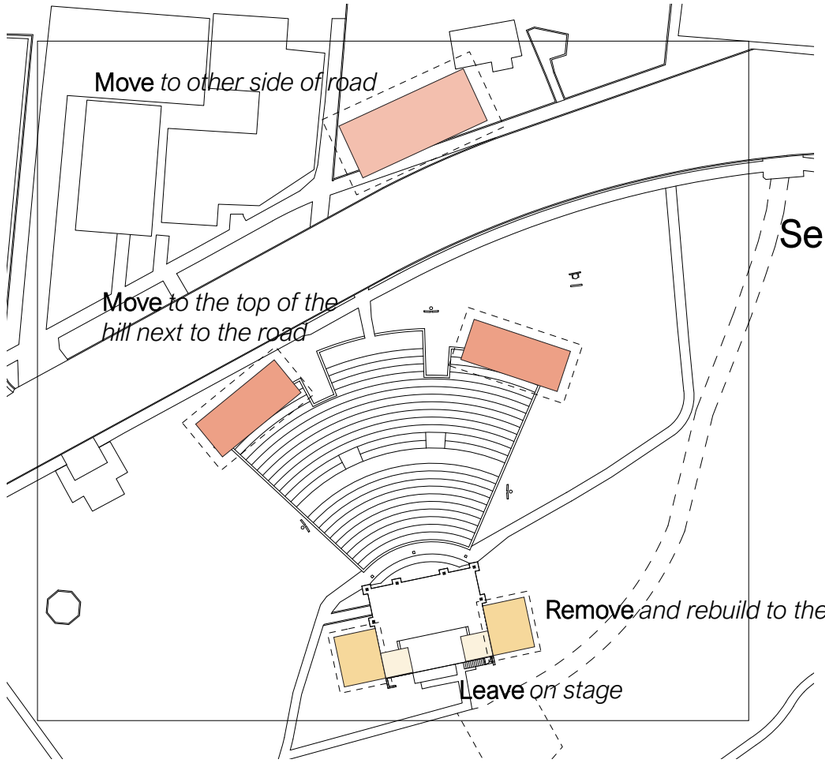


Saddle Bags Remain



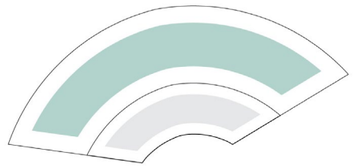
Enlarged





Seating

Fixed Front, *Lawn* Back



Flex Lawn Seating = *4113 SF*
Fixed Seating = *1307 SF*

Fixed Back, *Lawn* Front



Flex Lawn Seating = *2724 SF*
Fixed Seating = *2812 SF*

Dispersed *Fixed and Lawn*

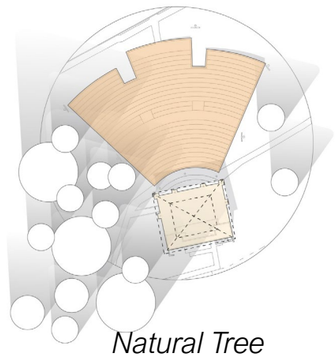


Flex Lawn Seating = *7415 SF*
Fixed Seating = *3573 SF*

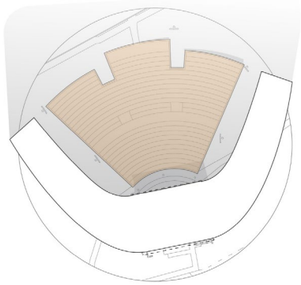
We *Studied*

Services

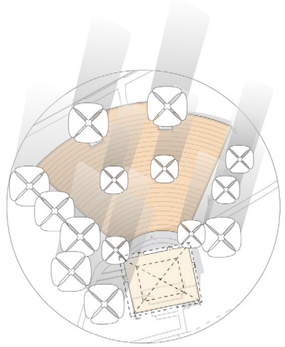
Shading



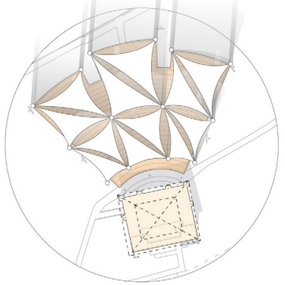
Natural Tree Shading



Cantilever Wrap over *Stage* Shading



Architectural Tree Structure Shading



Sail Structure Shading

DAG Architects

O'CONNELL & ASSOCIATES CONSULTING ENGINEERS

CRA COMMUNITY REDEVELOPMENT AGENCY

WE STUDIED

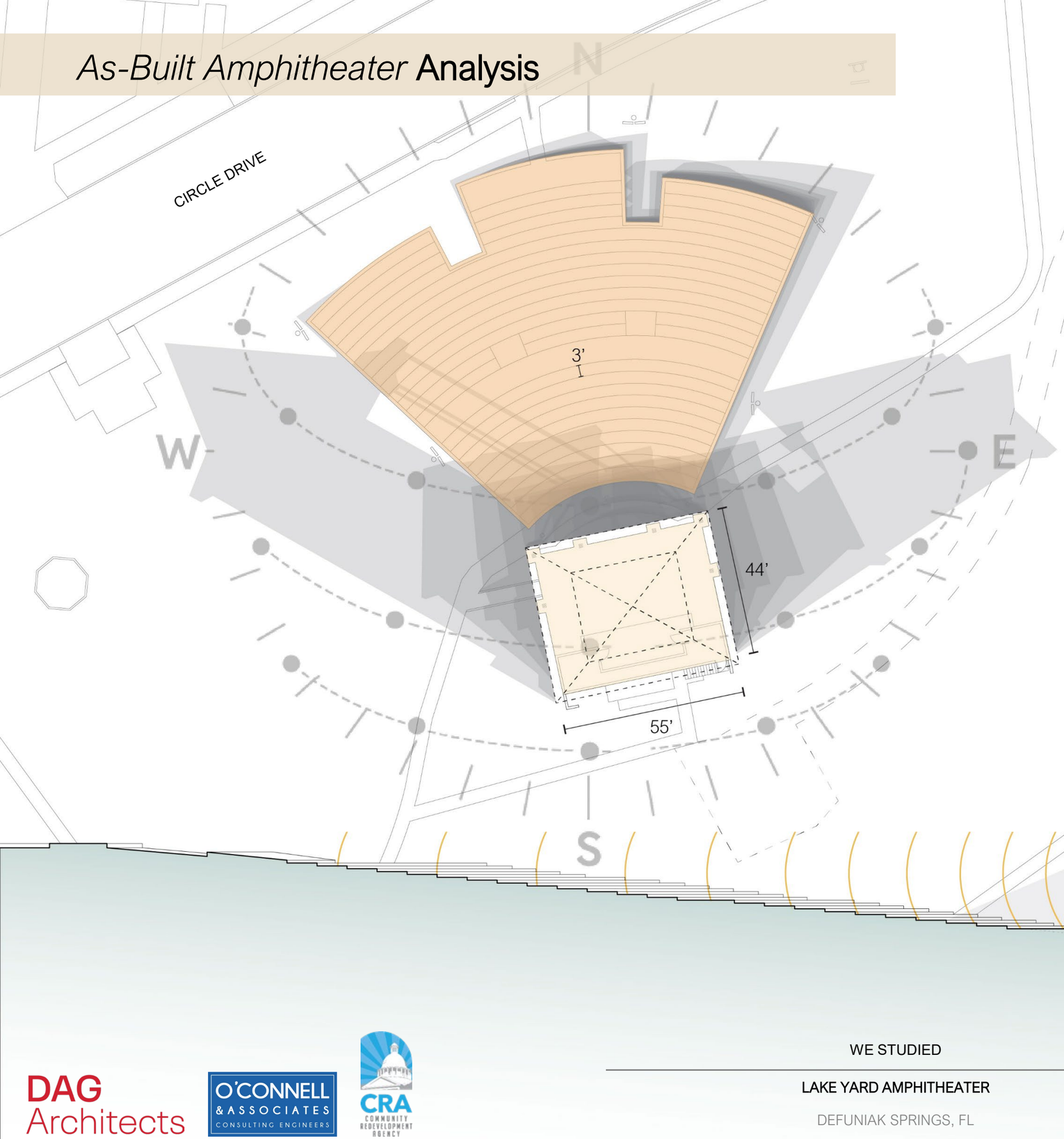
LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

CONCEPT PACKAGE

28 JANUARY 2026

As-Built Amphitheater Analysis



The *Stage*

How big is it?	*55' x 44'* *2,148 SF*
How tall is it?	*9' under roof*

The *Seating*

What type is it?	*Radiused Row*
Fixed vs. lawn ratio?	*0 designated lawn seating, fully fixed seating.*
Current seating area?	*9,768 SF*
Current seat count?	*Approximately 1,133 - 1,510 assuming 6' to 8' of area per person.*

The *Services*

How big are the bathrooms?	*11' 6" x 9' 10"* *110 SF each*
How big are the stage buildings?	*12'10" x 11' 8"* *147 SF each*

The *Shading*

The shading consists of natural tree shading dispersed around the site with the main shade produced by the amphitheater roof.

Existing Structural Analysis Report

KEY NOTES

- No information related to the structural foundation is available
- approximately 55 years, which makes it subject to an early edition of the obsolete Southern Standard Building Code
- the entire structure may be required to meet the current building code

Given the structure's age, the building code in effect at the time, the limited information about the original construction, and the lack of alignment between the existing and proposed designs, we recommend replacing the existing building.

O'CONNELL & ASSOCIATES CONSULTING ENGINEERS

December 31, 2025

DAG Architects
ATTN: Levi Wiegand
1223 Airport Road
Destin, Fl 32541

RE: DeFuniak Amphitheater
Preliminary Structural Review

Dear Mr. Wiegand,

O'Connell and Associates Consulting Engineers has been asked to provide an opinion regarding the feasibility of preserving and incorporating portions of the existing DeFuniak Amphitheater structure into the proposed redevelopment project. This letter summarizes our preliminary field observations, research, and findings. It is based on information available as of the date of this letter and on our general knowledge of structural systems and applicable building codes. This opinion is provided for planning purposes only and should not be used for engineering design, permitting, or construction purposes.

The existing amphitheater consists of multiple structural systems standard to the time in which it was built. The rear portion of the structure includes a walk-out basement, constructed primarily of reinforced concrete masonry units (CMU), which houses restrooms and support facilities. Above the basement level is a performance stage consisting of a conventionally reinforced concrete slab with additional CMU walls and steel columns, which provide vertical support for the wood-framed roof structure above. No information related to the structural foundation is available. We estimate the structure's age to be approximately 55 years, which makes it subject to an early edition of the Southern Standard Building Code. Based on a conversation with the Walton County Building Department, any modifications to the existing structure must be performed in accordance with the current building code. Depending on the extent of changes, the entire structure may be required to meet the current building code. Accordingly, extensive material testing and structural modeling will be needed to determine whether the existing structure can be incorporated into the proposed additions.

Given the structure's age, the building code in effect at the time, the limited information about the original construction, and the lack of alignment between the existing and proposed designs, we recommend replacing the existing building.

Sincerely,

Josh Barker, P.E.,
Structural Engineering Manager

JOSHUA MICHAEL BARKER LICENSE No. 92112 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Joshua Barker
Date: 2025.12.31 16:04:19-06'00'

This item has been digitally signed and sealed by **Joshua M. Barker, PE** on the date shown on the signature using a digital signature. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies

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www.oconnellengineers.com

Public Meeting Kit of Parts

Stage →



Open

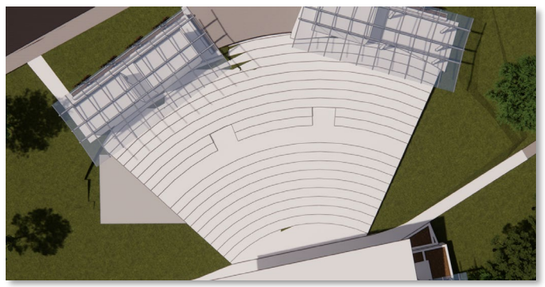


Rotating Panels

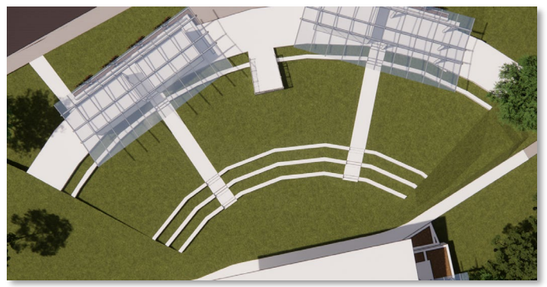


Rolling Walls

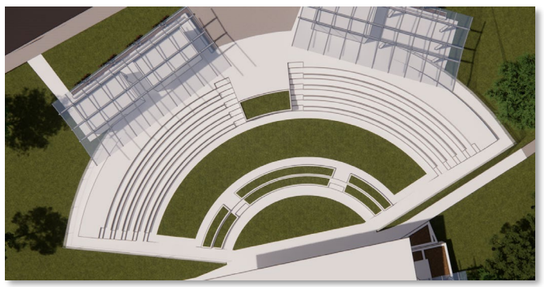
Seating →



All Fixed



All Lawn



Mixed Seating

Services →



Saddlebags Enlarged



Across the Road



Circle Dr. & Smaller Saddlebags

Shade →



Sails



Dispersed



Cantilevered



Version 1: *The Barn*

A warm, rural-inspired form using timber notes and simple, honest structure. The open gable creates a familiar, yet modern expression rooted in craftsmanship and community, offering an inviting connection to the lake.



Version 2: *The Wing*

A modern, upward-lifting form with crisp edges, opaque roofing, and cantilevered overhangs. Its clean geometry creates visual lightness and frames views toward the lake, giving the amphitheater a bold contemporary identity.



Version 3: *The Station*

A classic, civic-inspired form with rhythmic colonnades and a strong street presence. It creates a clear sense of arrival and a welcoming, ceremonial gateway into the amphitheater, anchoring the space as a community landmark.







Version 3: *The Station*

The Station concept brings a classic civic presence inspired by traditional train station motifs, creating a sense of arrival and anticipation. Its structured forms and rhythmic colonnades frame a strong frontage along the street, guiding people naturally into the heart of the amphitheater. The design introduces opportunities for refined detailing, open air circulation, and a clear processional experience that feels both welcoming and ceremonial. This concept creates a landmark gateway that draws the community in to experience events in a memorable way.

DeFuniak Springs Amphitheater

The Station

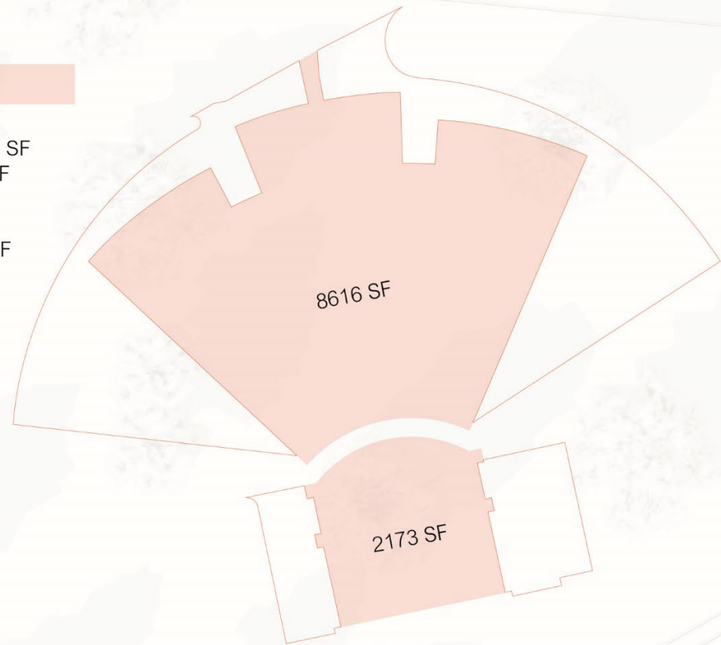
The Station Footprint

TOTAL FOOTPRINT
18,497 SF

EXISTING - 10,790

SEATING AREA = 8,616 SF
STAGE AREA = 2,173 SF

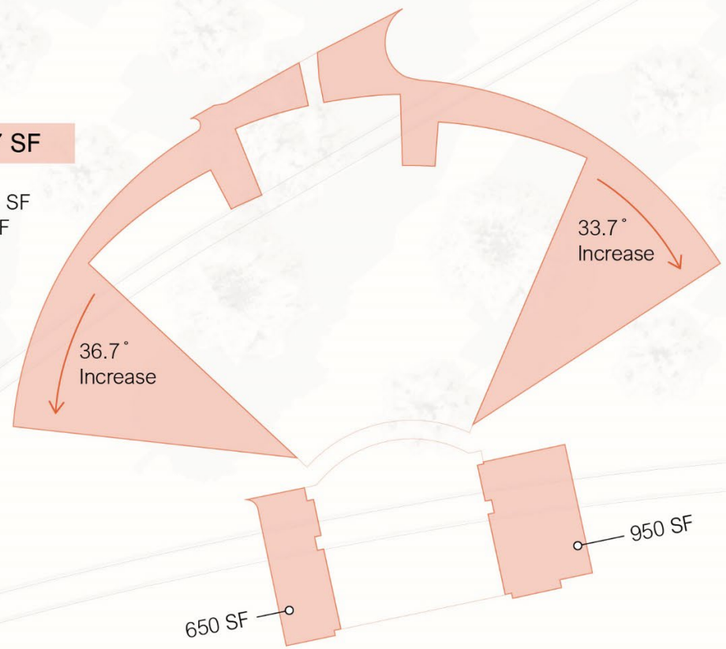
TOTAL EXISTING
FOOTPRINT = 10,790 SF

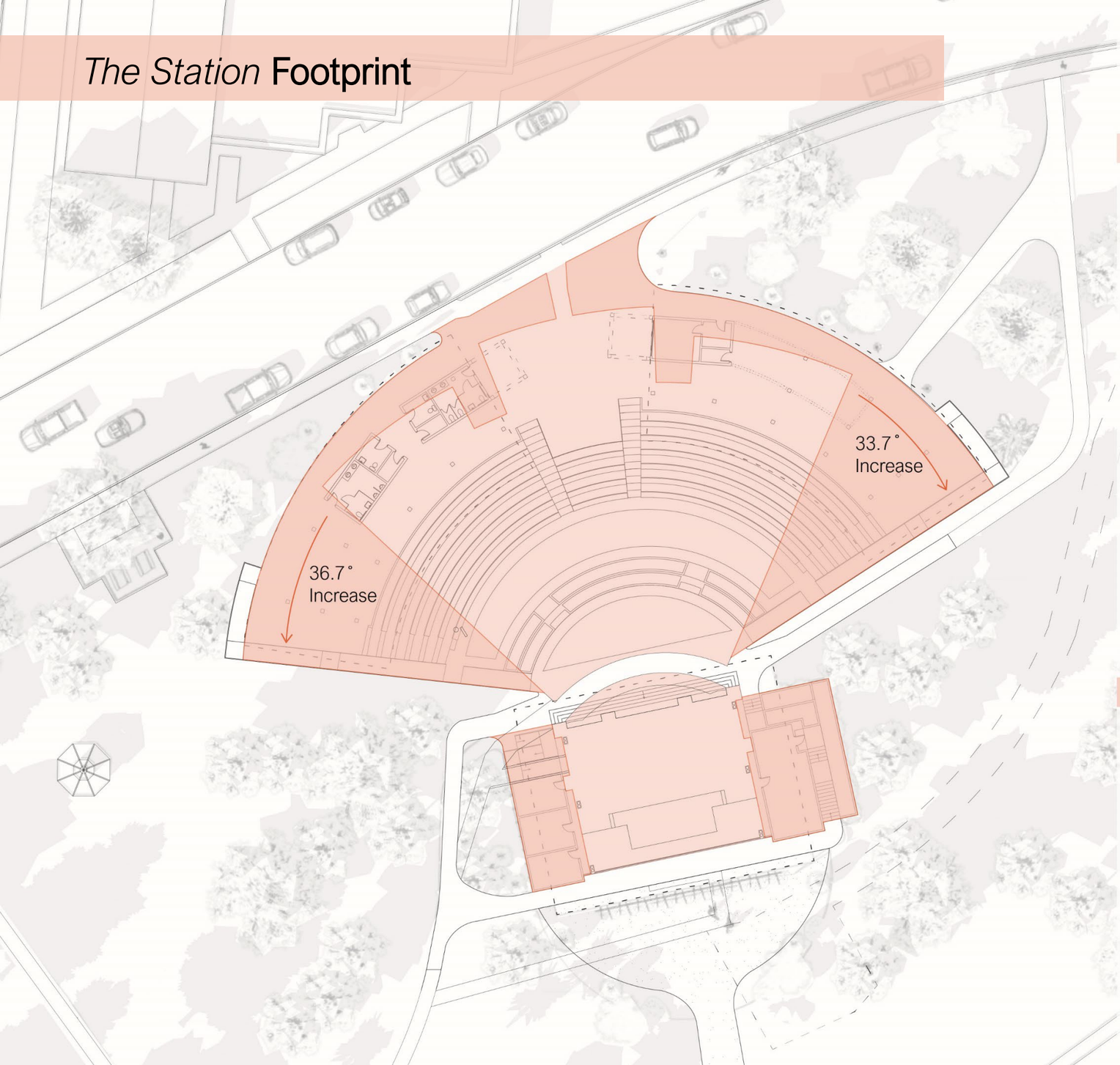


PROPOSED - 7,707 SF

SEATING AREA = 6,107 SF
STAGE AREA = 1,600 SF

TOTAL ADDITIONAL
FOOTPRINT = 7,707 SF





EXISTING VS. PROPOSED FOOTPRINTS

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

DAG Architects

O'CONNELL & ASSOCIATES CONSULTING ENGINEERS

CRA COMMUNITY REDEVELOPMENT AGENCY

The Station Proposed Plan



PROPOSED PLAN

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

The *Stage*

Overall Size	*55' x 44'*
Area of Stage	*2,420 SF*
Area Covered by Roof	*4,800 SF*
Height	*30' at the front, 20' at the back*

The *Seating* - **987 - 1,372 Total Seating Capacity**

Type	*Radiused Row*
Fixed	*2,169 SF* *601 fixed seats*
Lawn	*1,628 SF* *136 seats at 12 sf/person and 271 at max capacity seating at 6 sf/person*
Additional Flex Space	*3,000 SF* *250 seats at 12 sf/person and 500 at max capacity seating at 6 sf/person*
Total SF	*6,797 SF*
Ratio	*29% Lawn, 30 % Fixed, 41% Flex Space*
Total Seats	*601 fixed seats, 136-271 lawn seats, and 250-500 flex seats. Total range is 987 to 1,372 seating count.*

The *Services*

Existing saddlebag facilities removed from stage and re-built to the left and right of the stage with the storage spaces on ground level converted to vendor spaces and the bathrooms converted to storage space. Bathrooms relocated to Circle Dr. for ease of access by the amphitheater users and public engagement.

Overall Size	Saddlebags: *31' 8" x 15' at 475 SF each, 950 SF total* Bathrooms + Ticket Booth Circle Drive: *12'8" x 23' at 291 SF each, 873 SF total* *Basement Vendor Space: 15' x 15' at 225 SF each, 450 SF total* *Basement Storage Space: 50' x 10' at 500 SF* *Total services space is 2,773 SF*

The *Shade*

10' of cantilivered roof over the stage, wrapped radius roof along the back of the seating near Circle Dr., and dispesed natural vegetation shading distributed along the seating edges.

Stage Roof	*75' x 64' at 4,800 SF covered area*
Circle Drive Roof	*44' 6" x 73' short arc, 110' long arc each side at 7872 SF covered area*

N

The Station Section Views

View From Circle Dr.
Entrance



View From Upper
Seating Deck West Side



View From Upper
Seating Deck East Side



View From Stage



View of Gravel lot
Vendor Area Lakeside



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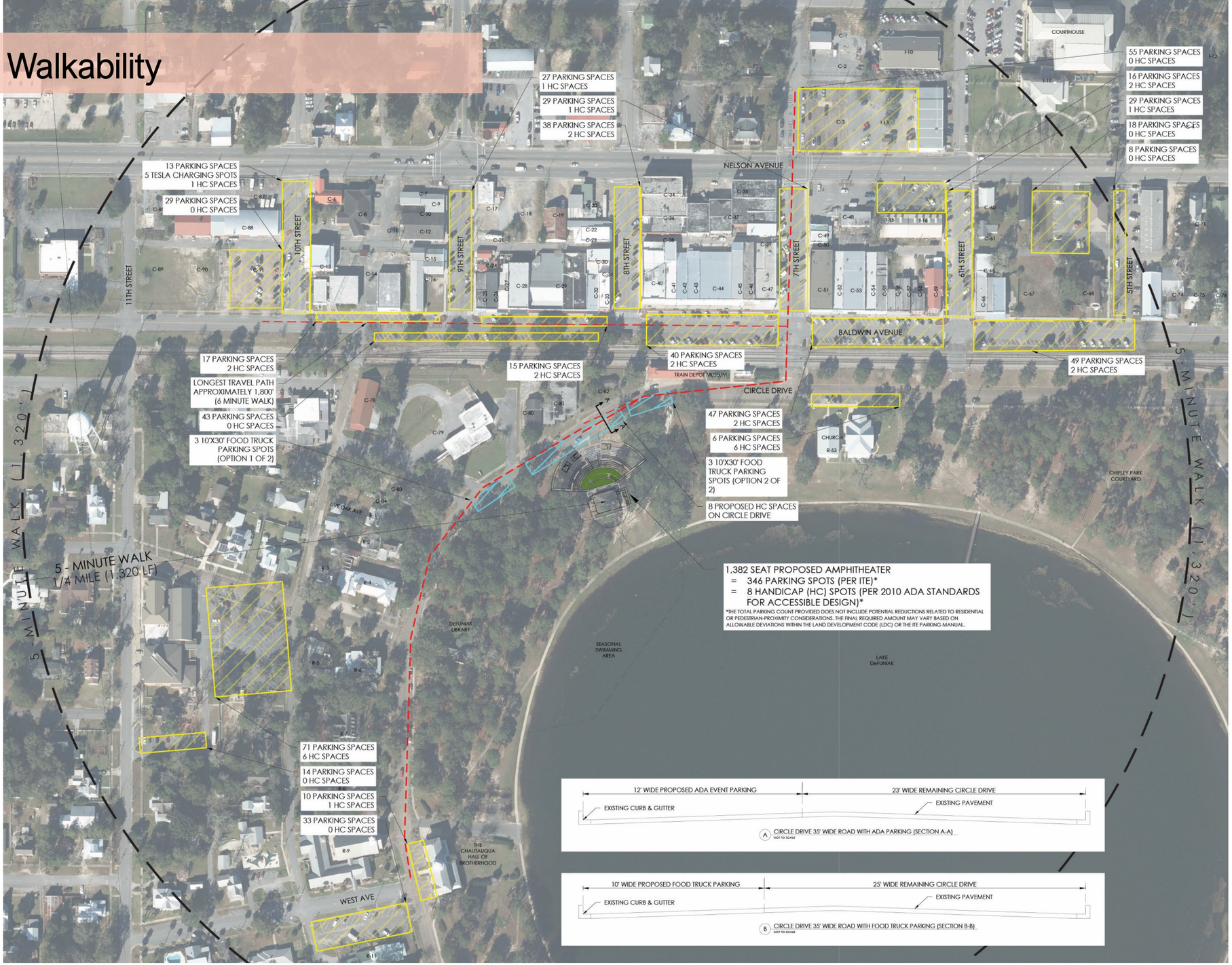
CRA COMMUNITY REDEVELOPMENT AGENCY

SECTION VIEWS

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

The Station Parking + Walkability



LEGEND

EX. PARKING / AREAS FOR INCREASE*

PROPOSED ADA & FOOD TRUCK PARKING

* PER THE DEFUNIAK SPRINGS PARKING STUDY DATED MAY 1, 2025

TOTAL PARKING PROVIDED VIA CRA PARKING STUDY : 522 PARING SPACES 25 HC PARKING SPACES 5 TESLA CHARGING SPACES
TOTAL = 552 SPACES (SURPLUS OF 284) TOTAL PROPOSED PARKING SPACES : 8 HC PARKING SPACES
TOTAL PROPOSED AND CRA PARKING = 560 SPACES (SURPLUS OF 292)

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CRA COMMUNITY REDEVELOPMENT AGENCY

PARKING + WALKABILITY ANALYSIS

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

CONCEPT PACKAGE

28 JANUARY 2026

The Station Circulation + Accessibility

LEGEND

- Accessible Flex Areas
- Accessible Seating Areas
- Accessible Ramp Access
- Circulation Flows
- Bike Access and Parking



N

CIRCULATION + ACCESSIBILITY

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

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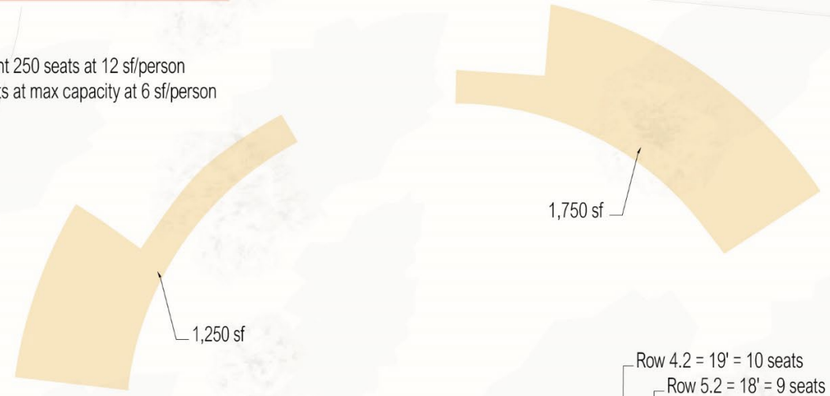
The Station Seating



TOTAL = 987 - 1,372 SEAT CAPACITY at 2ft per person, can be reduced to double seating count.

FLEX SEATING - 250-500

3,000 SF
Seating Count 250 seats at 12 sf/person
and 500 seats at max capacity at 6 sf/person



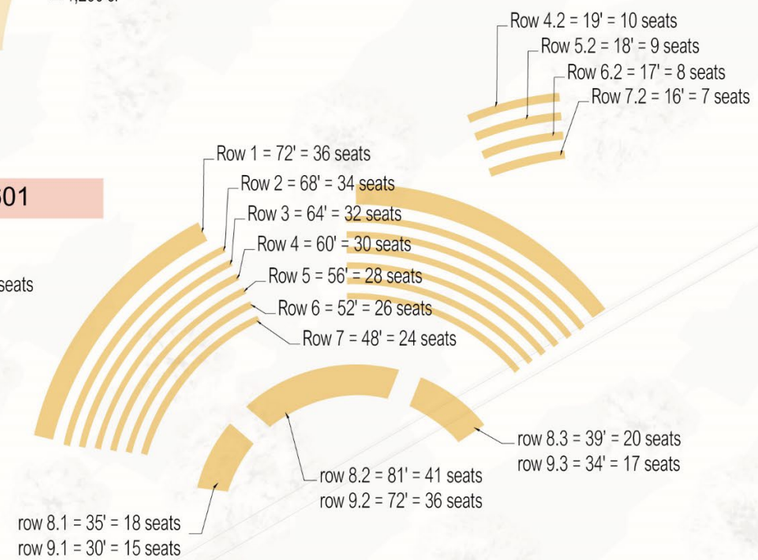
FIXED SEATING - 601

7 seating rows each side
Seats = 210 on each side, 420 seats

Center Rows
Seats = 34

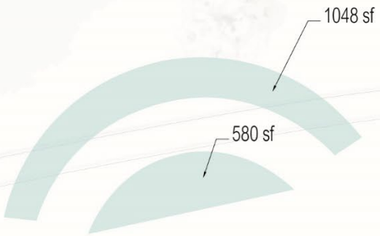
Lower Level Rows, 2 between
the lawns
Seats = 147

Total Fixed Seats = 601



LAWN SEATING - 136-271

1,628 SF
Seating Count = 136 seats at 12 sf/person
and 271 seats at max capacity at 6 sf/person



SEATING ANALYSIS

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

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CONCEPT PACKAGE

28 JANUARY 2026

The Station Services



ENCLOSED SERVICE SPACE = 2,773 SF

Circle Dr. Bathrooms
- 12’8” x 23’ each
- 291 SF each
- Total = 582 SF

Circle Dr. Ticket Booth
- 12‘8“ x 23’
- 291 SF

Stage Saddlebags
- 31’8” x 15‘ each
- 475 SF each
- Total = 950 SF

Basement Storage Area
- Existing Bathrooms converted to storage
- 10’ x 50’
- 500 SF

Basement Vendor Area
- 15’ x 15’ each
- 225 SF each
- Total 450 SF

OPEN AREA SERVICE SPACE = 964+ SF

Circle Drive Vendor Area
- 12‘8” x 41’ Dedicated Space
- 500 SF + additional overflow flex area

Light Towers
- 10’ x 10’
- 100 SF each
- Total 200 SF

Sound Booth Area
- 12’ x 22’
- 264 SF

The Station Example Events Calendar 2026

Amphitheater Seating Capacity: 975-1,350 - Estimated Downtown Annual Attendance: 175,000-210,000

SAT, JAN 10

Winter Acoustic Nights

Type: Local music night
Estimated Attendance: 750-900
Notes: Acoustic folk, singer songwriters, low production winter series

SAT, JAN 24

Chili Cook-Off & Cornhole Tournament

Type: Food + community games
Estimated Attendance: 1,100
Notes: Downtown restaurants, casual winter activation

SAT, FEB 7

Mardi Gras Parade & Lakefront Concert

Type: Parade + live music
Estimated Attendance: 2,500+ downtown wide
Notes: Parade route ends at amphitheater stage

SAT, FEB 21

Indie on the Lake

Type: Regional artist draw
Estimated Attendance: 1,200-1,350
Notes: Indie, folk, alternative touring acts

SAT-SUN, MAR 14-15 (MULTI-DAY)

LakeFest Arts & Music Weekend

Type: Arts festival
Estimated Attendance: 6,000-8,000 multi site
Notes: Amphitheater serves as primary performance anchor

WED, MAR 18

Spring Bike Rally

Type: Community rally + live music
Estimated Attendance: 1,000
Notes: Local bands, vendor partnerships

SAT, APR 11

Songwriters Round on the Lake

Type: Regional music showcase
Estimated Attendance: 1,100
Notes: Gulf Coast singer songwriters

SAT, APR 18 (MULTI-DAY)

Arts & Farmers Market Weekend

Type: Market + acoustic music
Estimated Attendance: 3,000 rolling attendance
Notes: Downtown small business activation

FRI, MAY 8

Poetry, Storytelling & Coffee Night

Type: Spoken word
Estimated Attendance: 600
Notes: Low production, cultural programming

SAT, MAY 23 (MULTI-DAY)

Memorial Day Freedom Fest

Type: Patriotic concert + fireworks
Estimated Attendance: 3,000-4,000
Notes: Military tribute, family focused

FRI, JUN 12

Summer Country Concert Series

Type: Touring regional artist
Estimated Attendance: 1,300-1,350
Notes: Full seated capacity concert

THU, JUN 18

Family Movie Night on the Lawn

Type: Outdoor film
Estimated Attendance: 1,000
Notes: Sponsored by local businesses

SAT, JUL 4 (MULTI-DAY)

Independence Day Celebration

Type: Major holiday concert + fireworks
Estimated Attendance: 5,000+ downtown wide
Notes: Amphitheater concert anchors city celebration

THU, JUL 16

Seafood Boil & Blues Night

Type: Food + live music
Estimated Attendance: 1,200
Notes: Local chefs and regional blues acts

SAT, AUG 8

Folk on the Lake

Type: Regional artist draw
Estimated Attendance: 1,200-1,350
Notes: Americana, folk, acoustic touring bands

FRI, AUG 21

Local Legends Live

Type: Community band showcase
Estimated Attendance: 900
Notes: Rotating local musicians

WED, SEP 2

Downtown Salsa Night

Type: Dance + live Latin music
Estimated Attendance: 1,000
Notes: Interactive instruction and social dancing

SAT, SEP 12 (MULTI-DAY)

Fall Music Festival

Type: Regional touring festival
Estimated Attendance: 4,000-6,000
Notes: Amphitheater plus adjacent streets

FRI, OCT 2

Oktoberfest on Baldwin

Type: Beer garden + live music
Estimated Attendance: 2,500
Notes: Local breweries and folk music

FRI-SAT, OCT 23-24

Haunted Walk at Lake DeFuniak

Type: Halloween experience
Estimated Attendance: 5,000 two nights
Notes: Walk through experience with DJ stage

SAT, NOV 7

Veterans Tribute Concert

Type: Community honor event
Estimated Attendance: 1,500
Notes: Speakers, patriotic performances

SAT, NOV 21

Friendsgiving Market & Music

Type: Vendor fair + acoustic sets
Estimated Attendance: 3,000
Notes: Early holiday shopping

THU, DEC 3

Holiday Movie Night on the Lawn

Type: Family event
Estimated Attendance: 1,000
Notes: Cocoa, blankets, seasonal vendors

SAT, DEC 19 (MULTI-DAY)

Christmas Reflections Finale Concert

Type: Holiday concert + market
Estimated Attendance: 3,000-4,000
Notes: Choirs, tree lighting, downtown finale

EVENT DRAW TYPE

- Tourism Advantage
- County / Civic Draw
- Local Draw
- Regional Draw

The Station Towers - Style



Type 1: *Modern Detailed Brick + Masonry*
Refined brick and masonry create a modern, durable civic landmark.



Type 2: *Classic Shiplap + Brick*
Traditional brick paired with shiplap evokes a familiar, timeless station character.



Type 3: *Brick + Metal Pipe Columns*
Exposed metal columns contrast with brick for an open, industrial expression.



Type 4: *Single-Sided Brick + Metal Pipe Columns*
Exposed metal columns paired with brick create an open, industrial expression, configured as a single-sided tower option.

The Station Existing Landscape

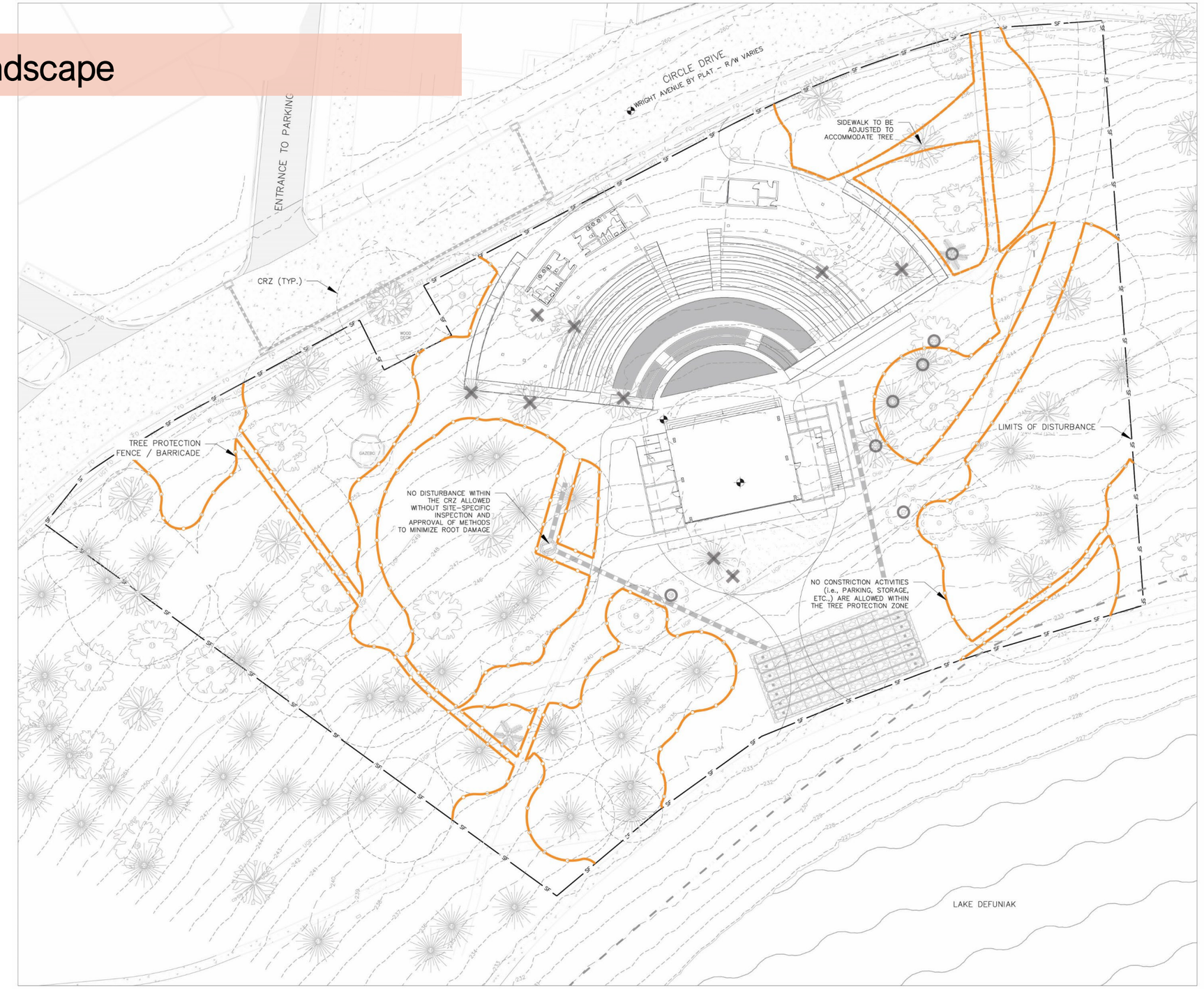
LEGEND

- PINE TREE, SHORT NEEDLE (WITH DIAMETER SHOWN IN INCHES)
- OAK TREE (WITH DIAMETER SHOWN IN INCHES)
- MAGNOLIA TREE (WITH DIAMETER SHOWN IN INCHES)
- CEDAR TREE (WITH DIAMETER SHOWN IN INCHES)
- CREPE MYRTLE TREE (WITH DIAMETER SHOWN IN INCHES)
- PALM TREE (WITH DIAMETER SHOWN IN INCHES)
- SYCAMORE TREE (WITH DIAMETER SHOWN IN INCHES)
- TREES TO BE REMOVED
- TREES FOR POTENTIAL REMOVAL (GRADING DEPENDENT)
- TREE PROTECTION (± 2,930 LF)
- CRITICAL ROOT ZONE (CRZ)

TREE REMOVAL TABLE:

SPECIES	TREES REMOVED	(DBH) INCHES REMOVED
PINE	4	91
OAK	5	109
MAGNOLIA	2	47
CEDAR	1	12
CRAPE*	3	18
PALM	1	13
TOTAL	16	290

* INCLUDES SURVEYED TREES WITHOUT MEASUREMENT



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CRA COMMUNITY REDEVELOPMENT AGENCY

EXISTING LANDSCAPE

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

N

CONCEPT PACKAGE

28 JANUARY 2026

The Station Proposed Landscape



LEGEND:

- PINE TREE, SHORT NEEDLE (WITH DIAMETER SHOWN IN INCHES)
- OAK TREE (WITH DIAMETER SHOWN IN INCHES)
- MAGNOLIA TREE (WITH DIAMETER SHOWN IN INCHES)
- CEDAR TREE (WITH DIAMETER SHOWN IN INCHES)
- CREPE MYRTLE TREE (WITH DIAMETER SHOWN IN INCHES)
- PALM TREE (WITH DIAMETER SHOWN IN INCHES)
- SYCAMORE TREE (WITH DIAMETER SHOWN IN INCHES)
- TREES FOR POTENTIAL REMOVAL (GRADING DEPENDENT)

DAG Architects

O'CONNELL & ASSOCIATES CONSULTING ENGINEERS

CRA COMMUNITY REDEVELOPMENT AGENCY

PROPOSED LANDSCAPE

LAKE YARD AMPHITHEATER

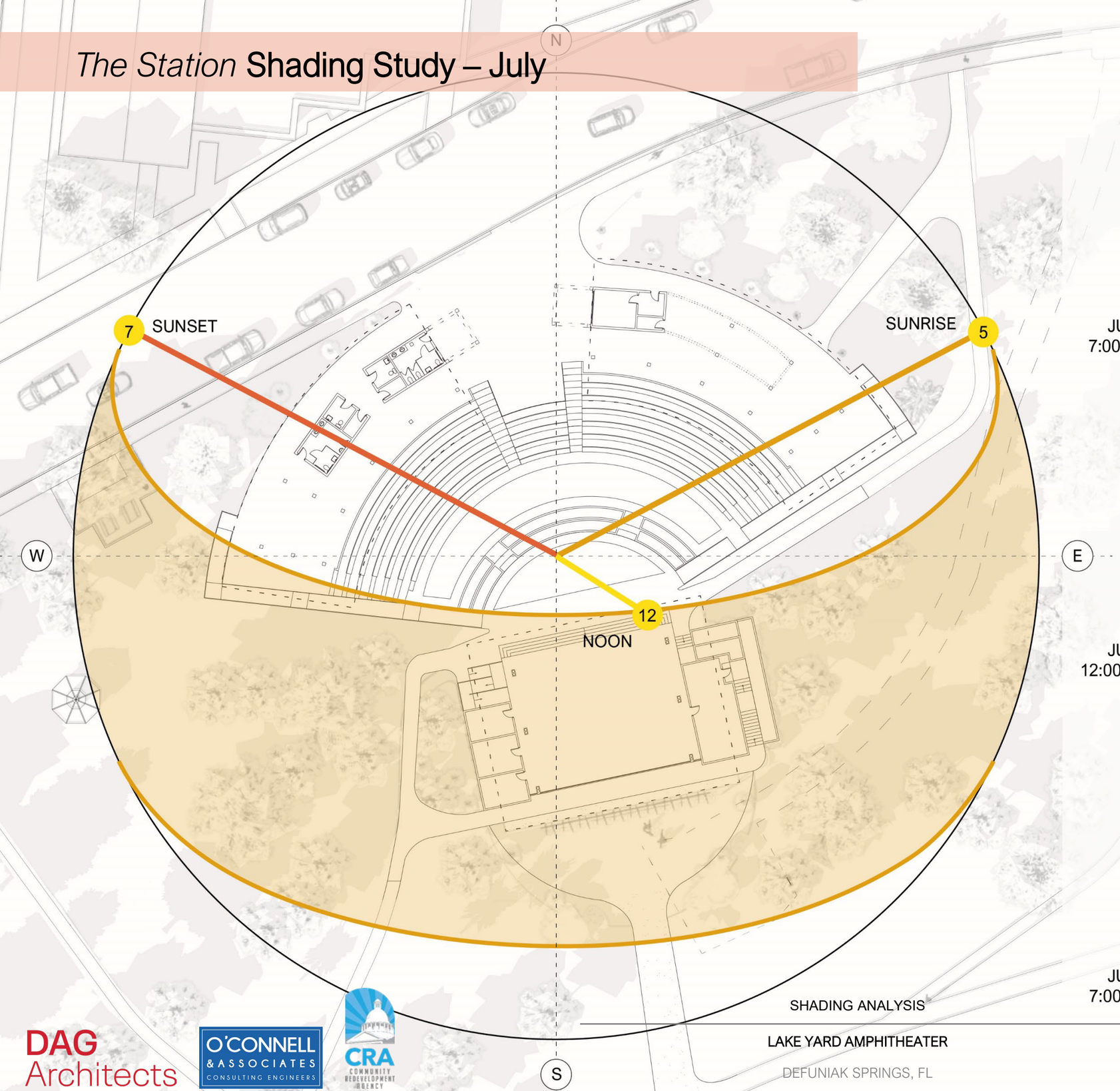
DEFUNIAK SPRINGS, FL

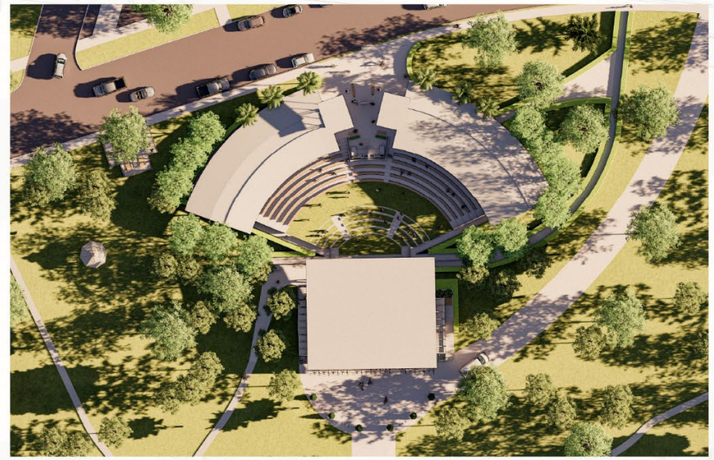
N

CONCEPT PACKAGE

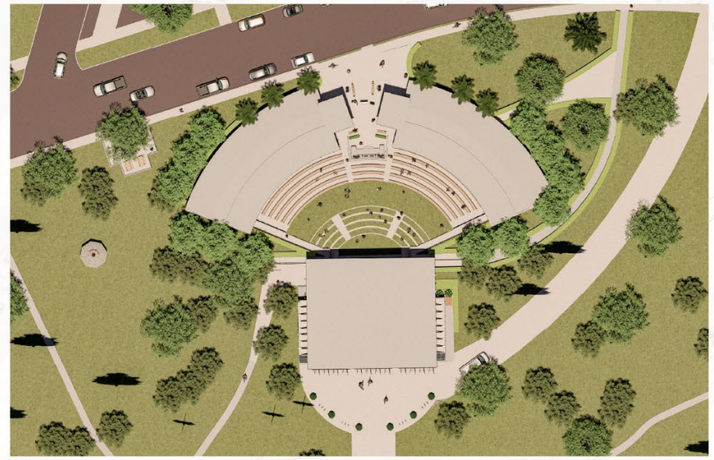
28 JANUARY 2026

The Station Shading Study – July

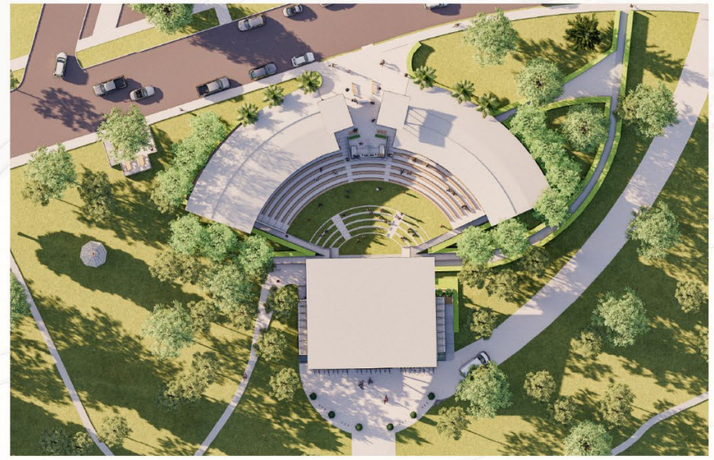




JULY
7:00AM



JULY
12:00PM



JULY
7:00PM

SHADING ANALYSIS

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

DAG Architects

O'CONNELL & ASSOCIATES CONSULTING ENGINEERS

CRA COMMUNITY REDEVELOPMENT AGENCY

CONCEPT PACKAGE

28 JANUARY 2026

The Station Shading

SUN PATH 6AM – 6PM SHADING PATH PLAN VIEW



SUN PATH 6AM – 6PM SHADING PATH GROUND EYE LEVEL WEST VIEW UNER CANOPY



CIRCLE DR. ENTRANCE DAY TIME



CIRCLE DR. ENTRANCE NIGHTTIME



UNDER CANOPY STAGE VIEW DAY TIME



DAG Architects

O'CONNELL & ASSOCIATES CONSULTING ENGINEERS

CRA COMMUNITY REDEVELOPMENT AGENCY

RENDERS

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

CONCEPT PACKAGE

28 JANUARY 2026

UNDER CANOPY STAGE VIEW NIGHTTIME



LAKESIDE VENDOR AND BACKSTAGE AREA DAY TIME



LAKESIDE VENDOR AND BACKSTAGE AREA NIGHTTIME



VENDOR AREA







LAKEFEST



FOURTH OF JULY



CHRISTMAS



CONCEPT VIDEO

LAKE YARD AMPHITHEATER

DEFUNIAK SPRINGS, FL

Tasks Completed

Phase 1

Task 1 – Kickoff & Listening Session

Surveying Consultant

Nova (Geotech)

Task 2 – Site Evaluation & Due Diligence

Task 3 – Conceptual Design & Programming

Task 4 – Stakeholder Engagement

Task 5 – Conceptual Design Clarification

MEP, S (Allowance for narrative and design input)

Branding, Wayfinding & Graphics Designer

City Council Meeting February 9th 2026

Completed

Next Steps

Phase 2

Task 6 - Design Development

Task 7 - Construction Documents & Permitting

Phase 3

Task 8 - Bid Phase

Task 9 - Construction Administration



Schematic Design

DeFuniak Springs Amphitheater

DAG
Architects

CONTRACT DOCUMENTS

FOR

Parking Improvements along
Baldwin Avenue

PREPARED FOR:

DEFUNIAK SPRINGS COMMUNITY REDEVELOPMENT AGENCY

PREPARED BY:

THREE NOTCH GROUP, INC.

THREE NOTCH PROJECT NO. R869825001

THREE NOTCH GROUP
Environment & Infrastructure

11 W Court Square, Andalusia, AL 36420

Engineer of Record, T.J. Kelley, P.E., FL Reg. No.95371

SPECIFICATIONS

PROPOSAL AND CONTRACT DOCUMENTS

FOR

PARKING IMPROVEMENTS ALONG BALDWIN AVENUE

Prepared for:

DEFUNIAK SPRINGS COMMUNITY REDEVELOPMENT AGENCY
DEFUNIAK SPRINGS, WALTON COUNTY, FLORIDA

Prepared by:

THREE NOTCH GROUP

December 2025

Three Notch Group, Inc. Project Number R869825001

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FA 9-21-23 (FY 2025-2026) – Prosecution and Progress – Liquidated Damages for Failure to Complete the Work
FA 11-25-19 (FY 2025-2026)-Mobilization (Lump Sum)

The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction FY 2025-26 Edition will be the technical specifications for this project except as amended herein. In the case of conflict between the specifications of the Florida Department of Transportation and the General Conditions contained herein, the General Conditions shall govern.

END OF SECTION

DOCUMENT 00105
INVITATION TO BID

Sealed bids for the construction of the

PARKING IMPROVEMENTS ALONG BALDWIN AVENUE

The DeFuniak Springs Community Redevelopment Agency (CRA) will be accepting sealed bids for the Parking Improvements along Baldwin Avenue in the City of DeFuniak Springs, FL. Bids shall include all labor, machinery, equipment and materials for the resurfacing, striping and curb and gutter improvements along Baldwin Avenue between 8th Street and 7th Street. Bids will be accepted at CRA located at 694 Baldwin Avenue, Suite 4A, DeFuniak Springs, Florida 32435, until 2:00 p.m. CT Tuesday, May 30th, 2026. Bids shall be clearly marked on the outside of the envelope, "Sealed Bid – Parking Improvements along Baldwin Avenue". Any bids received after 2:00 p.m. CT on the above date will not be accepted and will be returned unopened to the bidder.

The DeFuniak Springs Community Redevelopment Agency reserves the right to reject any and all bids, waive any formalities, and award in the best interest of the CRA. The CRA is an Equal Opportunity/Affirmative Action/ADS Employer and a Drug Free Workplace.

All bidders shall possess all other licenses and/or permits required by applicable law, rule or regulation for the performance of the work.

Drawings and Specifications may be examined at the DeFuniak Springs Community Redevelopment Agency located at 694 Baldwin Ave, Suite 4A, DeFuniak Springs, Florida, and phone number: 850-951-3054. Bid documents may be obtained from the office of Three Notch Group, Inc., 11 W Court Square Andalusia, Alabama 36420, (334) 222-9431 at no charge as an electronic file if the bidder supplies a storage drive or as an email attachment or electronic drop box.

A Bid Bond in the amount of five (5) percent of the bid amount made payable to the DeFuniak Springs Community Redevelopment Agency must accompany each bid. Performance and Payment Bonds for the full contract sum will be required of the successful bidder. The right is reserved by the Owner to reject all Bids and to waive irregularities.

Contractor will be required to provide two (2) Owner's Protective Liability Policies. Named Insured shall be as follows:

1. **DeFuniak Springs Community Redevelopment Agency**
2. **Three Notch Group, Inc.**

See Section 00700 - General Conditions for full details

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

PART 1

1.1 SUMMARY

A. Document Includes:

- Bid submission
- Intent
- Definitions
- Availability of documents
- Examination of documents
- Inquiries and Addenda
- Product substitutions
- Site examination
- Prebid conference
- Bidder qualifications
- Bidder prequalification
- Subcontractors
- Submission procedure
- Bid ineligibility
- Security deposit
- Performance Assurance
- Bid Form requirements
- Bid Form signature
- Additional Bid information
- Selection and award of alternates
- Bid opening
- Duration of offer
- Acceptance of offer
- Laws and Regulations
- Certification of License

1.2 BID SUBMISSION

A. Bids signed, executed, and dated will be received by the Owner at the time and date as stipulated in the Invitation to Bid (Document 00105).

B. Bids received after the bid opening date and time will not be opened or returned.

C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.

D. Bidders may withdraw their Bid any time before bid closing.

1.3 INTENT

A. The intent of this Bid request is to obtain an offer to perform work to complete the Project as detailed on the corresponding Plans and Specifications for a Unit Price contract in accordance with the Contract Documents.

B. In the case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price.

C. The unit price for any Additive Alternates or Deductive Alternates shall be the same as the corresponding unit price in the Base Bid.

1.4 DEFINITIONS

A. Bidding Documents: Contract Documents supplemented with Advertisement for Bids, Invitation to Bid, Instructions to Bidders, Information Available to Bidders, Bid Form, Bid Form Supplements and Appendices, and bid securities, identified.

B. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.

1.5 AVAILABILITY OF DOCUMENTS

A. Bidding Documents may be obtained as stated in Invitation to Bid.

B. Partial sets of Bidding Documents will not be issued.

C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.6 EXAMINATION OF DOCUMENTS

A. Bidding Documents may be viewed at the office of the Engineer.

B. Upon receipt of Bidding Documents verify documents are complete. Notify Engineer if documents are incomplete.

C. Immediately notify Engineer upon finding discrepancies or omissions in Bidding Documents.

1.7 INQUIRIES AND ADDENDA

A. Direct questions in writing to the office of the Engineer.

B. Verbal answers are not binding on any party.

C. Submit questions not less than 2 days before date set for receipt of Bids. Replies will be made by Addenda.

D. Addenda may be issued during bidding period. Addenda will be sent to known Bidders. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

E. Contractor is to indicate receipt of Addenda in Section 5 of the Bid Form (Document 00412).

1.8 PRODUCT SUBSTITUTIONS

A. Requests for Product substitutions may be permitted before execution of Agreement. Refer to Section 01600 for substitution procedures.

B. With each substitution request, provide sufficient information for Engineer to determine acceptability of proposed products.

C. In submission of substitutions to Products specified, Bidders shall include in their request, changes required in the Work, changes to Contract Time and Contract Price to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions will not be considered.

D. Provide complete information on required revisions to other Work to accommodate each substitution, the value of additions to or reductions from the Bid Price, including revisions to other Work.

E. Provide Products as specified unless substitutions are submitted in this manner and subsequently accepted.

F. Bidder to compensate Engineer for time spent in review of proposed substitutions at the Engineer's standard charge-out rate.

G. Approval to submit substitution requests prior to submission of Bids is not required.

1.9 SITE EXAMINATION

A. Examine Project site before submitting a Bid.

B. Contact Owner to arrange date and time to visit Project site.

1.10 PREBID CONFERENCE

A. If a prebid conference is scheduled it will take place on the date, time and location as referenced in the Invitation to Bid.

B. Representatives of the Owner and the Engineer will be in attendance.

C. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of Contract Documents.

D. Information relevant to Bidding Documents will be issued by Addendum.

1.11 BIDDER QUALIFICATIONS

A. To demonstrate qualification for performing Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience with Work of similar scope and magnitude to that of this Contract, current commitments, and license to perform work in the State of Florida Additionally, the Owner or Engineer may contact references to investigate the Bidder's successful completion of Work of similar scope and magnitude.

1.12 BIDDER PREQUALIFICATION

A. When specifically requested, complete and submit the prequalification form provided to Engineer on or before date referenced in the Invitation to Bid.

B. Unless stated otherwise in the Invitation to Bid, Owner will provide written notice of pre-qualification status within 10 days of deadline for submission of pre-qualification statement.

1.13 SUBCONTRACTORS

A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.

B. The General Contractor may not utilize Subcontractors to perform more than 30% of the total Project.

C. Refer to the General Conditions Section 00700 - Articles 1 and 6.

1.14 SUBMISSION PROCEDURE

A. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.

B. Submit one copy of executed offer on Bid Forms provided, signed and sealed with required bid bond in a closed opaque envelope, clearly identified with Bidder's name, Project name, Florida General Contractor's License number, and Owner's name on the outside.

C. Required documents to be included in the sealed envelope:
1. Document 00410 – Bid Bond
2. Document 00412 – Bid Form
3. Document 00450 – Affidavit of Immigration Compliance with E-Verify Memorandum of Understanding.

D. Improperly completed information or irregularities in bid bond may be cause the Bid to be declared invalid or informal.

E. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

1.15 BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable at Owner's discretion.

B. Bid Forms, Appendices, and enclosures which are improperly prepared may be declared unacceptable at Owner's discretion.

C. Failure to provide security deposit, bonds or insurance requirements may invalidate the Bid at the discretion of the Owner.

1.16 SECURITY DEPOSIT

A. Bids shall be accompanied by security deposit as follows:
   1. Bid Bond in the amount of a sum no less than five (5) percent of the bid price but not exceeding $50,000 on standard surety company form.

   2. A certified check in the amount listed above will be accepted in place of a bid bond.

B. Security deposit of accepted Bidder will be returned after delivery to the Engineer of the required Performance and Payment Bonds by the accepted Bidder.

C. Include the cost of security deposit in the Bid Price.

D. After a Bid has been accepted, security deposits will be returned to the respective Bidders, upon request.

E. If no contract is awarded, security deposits will be returned.

1.17 PERFORMANCE ASSURANCE

A. Accepted Bidder: Provide a Performance and Payment bond as described in Document 00700 – General Conditions.

B. Include the cost of performance assurance bonds in the Bid Price.

1.18 BID FORM REQUIREMENTS

A. Complete requested information in the Bid Form and Bid Form Supplements.

B. Refer to Document 00700 – General Conditions for inclusion of taxes, procedures for tax rebate claims by the Owner and tax-exempt Products.

1.19 BID FORM SIGNATURE

A. Sign Bid Form, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. [Affix seal.]

2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. [Affix seal to each signature.]
3. Corporation: Signature of duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.20 ADDITIONAL BID INFORMATION

A. **Each Bidder, and each Subcontractor, is required to complete and submit Document 00450 – <u>Affidavit of Immigration Compliance</u> along with their E-Verify Program <u>Memorandum of Understanding</u> at the time of the Bid. No Contract will be awarded to any Bidder who does not submit the required Immigration Compliance documents.**

1.21 SELECTION AND AWARD OF ALTERNATES

A. Bids will be evaluated on base Bid Price and awarded to the lowest responsive, responsible bidder. After determination of accepted Bidder, consideration will be given to alternates and Bid Price adjustments.

1.22 BID OPENING

A. Bids will be opened publicly immediately after time for receipt of Bids. Bidders may be present.

1.23 DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after bid closing date.

1.24 ACCEPTANCE OF OFFER

A. The Owner reserves the right to accept or reject any or all offers.

B. After acceptance by the Owner, the Engineer on behalf of the Owner will issue to the accepted Bidder, a written Notice of Award.

C. Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within seven days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.

D. The accepted bidder shall assist and cooperate with the Owner to prepare the Agreement, and within 14 days following its presentation shall execute Agreement and return it to the Owner.

1.25 LAWS AND REGULATIONS

A. The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply.

1.26 CERTIFICATION OF LICENSE

A. All bidders must provide the following information on the outside of the bid envelope before his bid will be considered:

- NAME OF PROJECT
- NAME OF OWNER
- NAME, ADDRESS, AND TELEPHONE NUMBER OF CONTRACTOR
- FLORIDA GENERAL CONTRACTOR'S NUMBER

END OF DOCUMENT

DOCUMENT 00410

BID BOND

BIDDER (Name and Address):

_____

_____

_____

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

_____

_____

_____

OWNER (Name and Address):

DeFuniak Springs Community Redevelopment Agency

694 Baldwin Avenue, Suite 4A

DeFuniak Springs, Florida 32435

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

Parking Improvements Along Baldwin Avenue

DeFuniak Springs, Florida

_____

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____ _____

(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____(Seal)	_____(Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver 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.

3. This obligation shall be null and void if:

3.1. 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, or

3.2. All Bids are rejected by OWNER, or

3.3. 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).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by 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.

5. Surety waives notice of and 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 total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. 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.

8. Notices 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 party concerned.

9. 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.

10. 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 this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF DOCUMENT

DOCUMENT 00412

BID FORM

To: DeFuniak Springs Community Redevelopment Agency

Project: Parking Improvements Along Baldwin Avenue

Date: _____

Submitted by: _____
(full name)

(full address) _____

_____

1. OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form in lawful money of the United States of America.

We have included the Bid Bond as required by the Instruction to Bidders.

All applicable Federal and State of Florida taxes are included in the Unit Prices.

Explanations of Bid Items are described in Section 01200 - Price and Payment Procedures.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will, unless otherwise allowed by the Owner:

- Execute the Agreement within seven (7) days of receipt of Notice of Award.
- Furnish the required bonds and insurance within fourteen (14) days of receipt of Notice of Award.
- Commence work within seven (7) days after written Notice to Proceed

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by

reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME AND LIQUIDATED DAMAGES

If this Bid is accepted:

- The Work will be substantially completed in **thirty (30)** calendar days from the Notice to Proceed.
- Liquidated damages shall follow the FDOT Liquidated Damages schedule in FDOT Special Provision No. FA 9-12-29(1-22).

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.

Addendum No._____ Dated _____

Addendum No._____ Dated _____

5. BID FORM SIGNATURES

The Corporate Seal of

_____
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

_____
(Authorized signing officer Title)

(Seal)

_____
(Authorized signing officer Title)

(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

BID FORM					
DEFUNIAK SPRINGS COMMUNITY REDEVELOPMENT AGENCY - PARKING IMPROVEMENTS ALONG BALDWIN AVENUE					
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION PRICE
0101 1	MOBILIZATION	LS	1	$	$
0102 1	MAINTENANCE OF TRAFFIC	LS	1	$	$
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	2430	$	$
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	200	$	$
E711 11221	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	LF	590	$	$
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	24	$	$
0711 11121	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6" FOR PARKING SPACES	LF	990	$	$
0711 14421	THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"	LF	255	$	$
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	22	$	$
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	125	$	$
0120 1	REGULAR EXCAVATION	CY	20	$	$
				TOTAL BID AMOUNT	$

DOCUMENT 00450

AFFIDAVIT OF IMMIGRATION COMPLIANCE

STATE OF _____

COUNTY OF _____

_____being duly sworn deposes and says:
(print name)

1. I am over the age of twenty-one (21). I am employed as _____
(print title)

with _____
(print company name)

(hereinafter the "Company") who is a contractor, subcontractor, supplier, service provider or vendor with employees in the State of Florida. In that capacity, I have personal knowledge of the facts stated in this Affidavit and a good faith belief that the Company is in compliance with the Immigration Reform and Control Act of 1986 (hereinafter the "Act"). This Affidavit is given in connection with a good faith effort immigration compliance self review or an independent outside review, in accordance with the Immigration Reform and Control Act of 1986, of the Company's immigration compliance.

2. The Company has not and does not knowingly employ, hire for employment, or continue to employ any unauthorized aliens. Further, the Company has no reason to believe that it has employed, hired for employment, or continues to employ and unauthorized aliens. The Company hereby certifies that it has made a good faith effort in accordance with the Immigration Reform and Control Act of 1986 to verify the employment eligibility and identity of all current employees.

3. The Company is presently enrolled in the E-Verify Program and shall verify every employee that is required to be verified according to the Immigration Reform and Control Act of 1986. Attached to this Affidavit is the E-Verify Program for Employment Verification Memorandum of Understanding establishing that the Company is enrolled in the E-Verify Program.

4. The Company has, in good faith, complied with the Act with respect to verifying that it has correctly completed an I-9 for each of its current employees and it is in compliance with the Immigration Reform and Control Act of 1986, as well as all other provisions of the Act.

5. The Company affirms that it is providing written notice to its contractors, subcontractors, suppliers, service providers or vendors (hereinafter referred to as "Subcontractors"), who are in any manner involved with the Company's Projects or Contracts in the State of Florida, of their immigration compliance

obligations and will obtain from each Subcontractor and retain in its files, and Affidavit of Immigration Compliance with the attached E-Verify Program for Employment Verification Memorandum of Understanding establishing that the Subcontractor is enrolled in the E-Verify Program. If requested, the Company will make a copy of each Subcontractors Affidavit of Immigration Compliance available, or as may be required in any audit of the immigration compliance efforts of the Company.

I certify that the above **AFFIDAVIT OF IMMIGRATION COMPLIANCE** is true and correct to the best of my knowledge.

_____
(sign name)

STATE OF _____

COUNTY OF _____

I, the undersigned, Notary Public in and for said County in said State, hereby certify that

_____ who serves in the position of
(print name)

_____ for _____
(print title) (print company name)

has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, and with full authority, did execute the same voluntarily.

(SEAL)

_____
NOTARY PUBLIC

My Commission Expires: _____

END OF DOCUMENT

DOCUMENT 00500

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between DeFuniak Springs Community Redevelopment Agency (hereinafter called OWNER) and _____(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by **Three Notch Group, Inc.** who is hereinafter called ENGINEER and who is 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 3 - CONTRACT TIME

3.01 *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.

3.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within **thirty (30) calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **thirty (30) calendar days** after the date when the Contract Time commences to run.

3.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Time specified in paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), CONTRACTOR shall pay OWNER in accordance with the Liquidated Damages schedule specified in FDOT Special Provision No. FA 9-23-29(1-22).

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form (Document 00412):

TOTAL OF ALL UNIT PRICES_____

(use words)

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.02 *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 10th day of each month during performance of the Work as provided in paragraphs 5.02.A.1 and 5.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of 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 in the General Requirements:

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 ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on

recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 97.5% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site 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 federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the

Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

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 correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. 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.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. CONTRACTOR's Bid;
2. Affidavit of Immigration Compliance;
3. This Agreement;
4. Notice of Award;
5. Documentation submitted by CONTRACTOR prior to Notice of Award;
6. Notice to Proceed;
7. Certificate by Owner;
8. Performance Bond;
9. Payment Bond;

10. Other Bonds;

    a. _____;

    b. _____;

11. General Conditions;

12. Drawings as listed on Cover Sheet Index bearing the Project name;

13. Addenda;

14. Technical specifications as listed in the Table of Contents and any appendices and/or attachments (if any) listed in the Table of Contents.

15. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;

    b. Change Order(s).

B. The documents listed in paragraph 7.01.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 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 8 - MISCELLANEOUS

8.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

8.02 *Assignment of Contract*

A. 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, moneys that may become due and moneys that are 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.

8.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 *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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER: DeFuniak Springs Community Redevelopment Agency	CONTRACTOR:
By: _____	By: _____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest _____	Attest _____
Address for giving notices:	Address for giving notices:
694 Baldwin Avenue, Suite 4A	_____
DeFuniak Springs, Florida 32435	_____
(850) 951-3054	_____

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

Dated _____

TO _____
(BIDDER)

ADDRESS: _____

_____

PROJECT: Parking Improvements Along Baldwin Avenue

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for

_____
(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is

_____

Dollars ($_____).

Four (4) copies of the Agreement accompany this Notice of Award. Each copy of the Agreement and the Notice of Award must be executed and returned to the Engineer. Also enclosed are the requirements for Insurance and the Performance and Payment Bonds for this project.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Engineer four (4) fully executed counterparts of all required Documents. Each of the Documents must bear original signatures.

2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 18), and General Conditions (paragraph 5.01).

3. (List other conditions precedent).

_____

_____

_____

_____

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to 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 Contract Documents.

DeFuniak Springs Community Redevelopment Agency

By: _____
Rob Hamilton, Executive Director

Accepted By:

_____
(Contractor)

_____
(Authorized Signature)

_____
(Title)

END OF DOCUMENT

EJCDC No. 1910-22 (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

DOCUMENT 00520

NOTICE TO PROCEED

DATE: _____

TO: _____
(CONTRACTOR)

ADDRESS: _____

_____

_____

Project: Parking Improvements Along Baldwin Avenue

Project No. 25-03-CRA

You are notified that the Contract Time under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you must deliver to the Owner (with copies to Engineer and other identified additional insured) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must
(add other requirements)

_____

DeFuniak Springs Community Redevelopment Agency
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

Rob Hamilton
(EXECUTIVE DIRECTOR)

Accepted By:

_____
(Contractor)

_____
(Authorized Signature)

_____
(Title)

END OF DOCUMENT

DOCUMENT 00610

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):
DeFuniak Springs Community
Redevelopment Agency
694 Baldwin Avenue, Suite 4A
DeFuniak Spring, Florida 32435

CONTRACT
Date:
Amount: **$**
Description (Name and Location): Parking Improvements Along Baldwin Avenue
DeFuniak Sprinks, Florida

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. 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:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. 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 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the 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, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. 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 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. The Performance Bond shall be reissued by the Contractor’s Surety anytime the Contract amount is increased due to change order. The new Performance Bond shall be equal to the new Contract price as indicated in the Change Order and shall supersede all previous bonds issued.

13. Definitions.

13.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of 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 Contract.

13.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

13.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

13.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

END OF DOCUMENT

DOCUMENT 00620

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):
DeFuniak Springs Community
Redevelopment Agency
694 Baldwin Avenue, Suite 4A
DeFuniak Springs, Florida 32435

CONTRACT
Date:
Amount:
Description (Name and Location): Parking Improvements Along Baldwin Avenue
DeFuniak Springs, Florida

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title: (Attach Power of Attorney)	

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

EJCDC No. 1910-28-B (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the 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 Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any 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 Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, 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.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract 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. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the 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.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

END OF DOCUMENT

DOCUMENT 00700

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

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. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER 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 Time, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions (if applicable), the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Time*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work

so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph11.01A

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33A. *Products*—Materials and equipment that the Contractor furnishes and provides, other than labor and equipment.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *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 for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *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 at the Site.

43. *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.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *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 any Subcontractor.

46. *Technical Data*—The specific times, locations, and depths/elevations identified in the reports and drawings contained in the Supplementary Conditions.

47. *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 those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

48. *Unit Price Work*--Work to be paid for on the basis of unit prices.

49. *Work*--The entire completed 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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

50. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a

subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

51. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or 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 action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 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 paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or 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 14.04 or 14.05).

D. *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. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which 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

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to three copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Time; Notice to Proceed*

A. The Contract Time will commence on the date established in the Notice to Proceed and continue for the

duration of the Project. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run. No Work shall be done at the Site prior to the date of the Notice to Proceed.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, 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 knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its 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 Documents;

2. A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; 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.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional or named insured identified in Article 5, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Time starts to run, but before any Work at the Site is started, a conference attended by 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 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten 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 2.05.B. CONTRACTOR shall have an additional ten 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 any specified Milestones and the Contract Time. 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 therefore.

2. CONTRACTOR's schedule of Shop Drawing and Sample 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 component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for 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. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

D. Sections of Division 1 – General Requirements govern the execution of the work of all sections of the specifications.

3.02 Reference Standards

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, 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, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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 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 Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. The precedence for resolving discrepancies within the Contract Documents shall be as follows:

a. Stated dimensions shall govern over scaled dimensions unless determined to be obviously incorrect.

b. Plans shall govern over Specifications.

c. Special Provisions shall govern over Plans and Specifications.

2. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not 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 ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of 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. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *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. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Time, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefore as provided in paragraph 10.05.

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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants 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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed 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 4.02 is materially inaccurate; or

2. Is of such a nature as to require a change in the Contract Documents; 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 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Time, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in paragraph 4.03.A; and

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 paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Time if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Time by the submission of a Bid or becoming bound under a negotiated contract; or

b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Time, or both, a Claim may be made therefore as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or 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) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous 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 for elsewhere:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; 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 such information and data,

b. Locating all Underground Facilities shown or indicated in the Contract Documents,

c. Coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Time, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Time, OWNER or CONTRACTOR may make a Claim therefore as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction that 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.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) 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.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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 Time, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefore as provided in paragraph 10.05.

F. 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. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other 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: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other 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 created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. CONTRACTOR shall furnish performance and payment Bonds as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or

Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents. The Performance Bond shall be in an amount at least equal to the Contract Price and the Payment shall be in an amount of 100% of the Contract Price.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Furnish performance and payment bonds on standard surety bond forms.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in these General Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which 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:

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. 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; and

6. 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.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. With respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified otherwise, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other 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;

2. Include at least the specific coverages and be written for not less than the limits of liability provided in this section, or required by Laws or Regulations, whichever is greater;

3. Include completed operations insurance;

4. Include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. Remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

C. The limits of liability for the insurance required by paragraph 5.04 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 5.04.A.1 and A.2 of the General Conditions shall be in strict accordance with the requirements of the current and applicable Workmen's Compensation Laws of the State. The insurance shall cover all of the Contractor's employees employed or associated with the project; and where any part of the work is subcontracted, the Contractor shall require the subcontractor to provide similar Workmen's compensation and Employer's liability Insurance for all employees of the subcontractor unless such employees are covered by the protection afforded by the Contractor.

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions, which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate - $2,000,000

b. Products - Completed Operations Aggregate -$1,000,000

c. Personal Injury - $1,000,000

d. Each Occurrence (Bodily Injury and property Damage) - $1,000,000

e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

f. Excess or Umbrella Liability

1) General Aggregate - $2,000,000

2) Each Occurrence -$2,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:
Each person - $500,000
Each Accident - $1,000,000

b. Property Damage:
Each Accident - $250,000

c. Combined Single Limit of $1,000,000

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury:
Each Accident - $500,000
Annual Aggregate - $1,000,000

b. Property Damage:
Each Accident - $250,000
Annual Aggregate - $1,000,000

5. Special Hazards or Perils - The Liability and Property Damage Insurance Coverage of the Contractor's operations shall provide adequate protection against any death, any bodily injury or any property damage resulting from the blasting operations in connection with the Contractors work, or in connection with the work of his subcontractors.

Insurance carried by the Contractor on the insurable portions of the work shall not relieve the Contractor of the responsibility for the protection of all materials and all work until the project has been accepted by the Owner. Any loss suffered on the project by reason of the peril listed in SC-5.06 or in this sub-part of SC-5.04 shall be borne by the Contractor and/or the Insurance Company providing the coverage for the Contractor; and the Owner shall not be liable for any cost of replacement of lost or damaged work or material

6. Protection of the Owner and the Engineers: The Contractor hereby agrees to hold harmless, indemnify and defend the Owner, the Owner's agent, the Consulting Engineer, and the Owner's employees while acting within the scope of their duties from and against any and all liability, claims, damages, and cost of defense arising out of the Contractor's performance of the work described herein but not including the sole negligence of the Owner, its agents or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work.

The Contractor shall furnish two (2) Owner's Protective Liability Policies; Named Insureds shall be as follows:

1. **DeFuniak Springs Community Redevelopment Agency**
2. **Three Notch Group, Inc.**

This insurance coverage shall be provided in **two (2) different policies separate from the Contractor's insurance policies**, a copy of the policies shall be provided to the Engineer. The limits of liability shall not be less than $1,000,000.00.

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, 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.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full 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 interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. Allow for partial utilization of the Work by OWNER;

6. Include testing and startup; and

7. Be maintained in effect until final payment is made unless otherwise agreed to in

writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies 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 of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other 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 Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other 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 as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other 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 peril 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 utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.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, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *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, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hour*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work 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, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, 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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for 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. 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.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 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 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Time (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Time (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "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 specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion 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, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, 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: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of

material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first 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 shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not 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 work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Sub-contractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Sub-contractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Sub-contractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Sub-contractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Sub-contractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Sub-contractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued, or Written Amendment signed. No acceptance by OWNER of any such Sub-contractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Sub-contractors, 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. Nothing in the Contract Documents shall create for the benefit of any such Sub-contractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Sub-contractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Sub-contractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Sub-contractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Sub-contractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Sub-contractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Sub-contractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Sub-contractor or Supplier which specifically binds the Sub-contractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Sub-contractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Sub-contractor or Supplier will contain provisions whereby the Sub-contractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and Sub-contractors 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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Sub-contractor or Supplier, CONTRACTOR will obtain the same.

H. The CONTRACTOR shall not award work to subcontractor(s) in excess of thirty (30%) percent of the contract price, without prior written approval of the Owner.

6.07 *Patent Fees*

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. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants 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.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and 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 knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear 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; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Time. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in paragraph 10.05.

6.10 *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.

B. OWNER will obtain an exemption certificate for the CONTRACTOR for taxes and duties on certain Products or items, for purchasing Products or items for the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants 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 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 by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other 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 make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, 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 owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.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 (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, 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). CONTRACTOR's duties and responsibilities for safety and for protection of the Work 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 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *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.

6.15 *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.

6.16 *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.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The 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 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, 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.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. All information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph

6.17.D.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 approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *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.

6.18 *Continuing the Work*

A. 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, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. 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.

B. 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 acceptance by OWNER or any failure to do so;

6. Any review and approval of a Shop Drawing or Sample submittal or 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.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other 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:

1. 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; and

2. Is caused in whole or in part 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, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees 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 6.20.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 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them 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.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. Written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Time that should be allowed as a result of such other work, a Claim may be made therefore as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, 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 their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *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 9.10, and 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.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10. 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.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Time, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefore as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Time, or both, as a result of a Field Order, a Claim may be made therefore as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER 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 paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 14.07.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 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Time, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. Changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. Changes in the Contract Price or Contract Time 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; and

3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice 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 Time) is required by the provisions of any Bond to be given to a surety, 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.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. An appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. If no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Time (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

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 at the Site. 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, 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 11.01.

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, 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 5.06.D), 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 telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *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, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, 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 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which 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 paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work 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 or when a Claim for an 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 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, 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.

11.02 *Cash 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 as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. The 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 costs, overhead, profit, and other expenses contemplated for the 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.

B. 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.

11.03 *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. 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. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. 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.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 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; and

2. There is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR 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 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. The Agreement identifies the following:

a. Overhead and profit fees applicable to Changes in the Work, whether additions to or deductions from the Work on which the Contract Price is based.

b. Fees for changes in subcontract work (both additions and deductions)

c. The Contractor shall apply fees as noted, to the Subcontractor's gross (net plus fee) costs on additional work.

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 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. For costs incurred under paragraph 11.01.A.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 paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. No fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Time*

A. The Contract Time (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Time (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Time (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Time (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Time (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Time (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Time (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. Delays caused by or within the control of CONTRACTOR; or

2. Delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. For inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. That costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. As otherwise specifically provided in the Contract Documents.

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. 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, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, 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 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 OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefore as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time (or Milestones), 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, CONTRACTOR may make a Claim therefore as provided in paragraph 10.05.

13.05 *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, 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.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. 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 removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of final payment to the CONTRACTOR or such longer period of time as may be prescribed by Laws or Regulations or 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 land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such 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, and 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) will be paid by CONTRACTOR.

B. 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 or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, 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.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. 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) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value

of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefore as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *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 in accordance with paragraph 13.06.A, 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, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and 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, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefore as provided in paragraph 10.05. 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 Time (or Milestones) 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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A 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.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established 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 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.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to 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: (i) 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 Documents; or (ii) that 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 to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or 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 referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. The Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. Claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. 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;

c. There are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action 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, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. Substantial completion of project shall be defined as the time at which all pay items have been completed and OWNER can fully utilize the new facilities.

B. 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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, 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 thereof. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

C. After substantial completion there shall be a 30-day maintenance period in which items shall be completed by the CONTRACTOR prior to final payment.

D. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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 therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 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.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *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 possibly CONTRACTOR) and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible 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.

B. *Advertisement Of Closing*

1. The Contractor shall attach to the final payment estimate an affidavit of publication (with clipping) from a newspaper of general circulation in the county where work was done, that completion has been advertised weekly for four consecutive weeks. First notice must be subsequent to completion. Employ the following copy:

"Notice is hereby given that (contractor and address) has completed all work on the (insert name of Project from contract documents). All persons having any claim for labor, materials, or otherwise in connection with this project should immediately notify the above named contractor and the Engineer.

C. *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 Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. 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 14.09. 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.

D. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

2. The 1-year warranty period (work and materials) shall commence on the date of final payment to the CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. A waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to CONTRACTOR and ENGINEER, which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefore as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), 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 finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds 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) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed 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.

C. 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. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *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, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. For 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. For 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;

3. For 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. For reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or 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 15.03. 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 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *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 delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents, and 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.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06. *Domestic Products and Steel*

A. The Contractor to whom the Construction Contract is awarded shall use materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices, and are not contrary to any sole source specification included in the Contract.

B. The Contractor shall use steel produced within the United States when the specifications require the use of steel, and do not limit its supply to a sole source.

C. The Contractor shall provide the Owner a certification that only domestic products and steel will be used in the completion of the work subsequent to the contract. The Certification shall be provided prior to the execution of the contract, and shall be executed by the same person who executes the Contract on behalf of the Contractor, and shall be notarized. The Contractor shall also provide copies of similar certifications from material and equipment suppliers as a part of any submittals presented to the Engineer for approval.

D. In the event the Contractor violates the agreement to use domestic or steel, and domestic products or steel are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the Contractor.

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS

1. *General*

1.1 These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

2. *Geotechnical Engineering Evaluation*

2.1 A report of subsurface conditions and a geotechnical evaluation have been prepared for this project and are available to each bidder upon request.

3. *Use of State Specifications*

3.1 The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction FY 2025-26 Edition, will be the technical specifications for this project, except as amended herein. In the case of conflict between the specifications of the Florida Department of Transportation and the General Conditions contained herein, the General Conditions shall govern.

3.2 Section 101 is amended as follows:

a. Where the term "State of Florida" is used as a party to the contract, it shall be substituted with "DeFuniak Springs Community Redevelopment Agency". It shall be understood that the State of Florida is not a party to the contract and that the DeFuniak Springs Community Redevelopment Agency as owner and the contractor are the respective parties to the contract.

b. The term "Department" or "Highway Department" shall mean the DeFuniak Springs Community Redevelopment Agency, except where it is used to identify a specification, testing procedure, or standard drawing, which is clearly not that of the DeFuniak Springs Community Redevelopment Agency.

c. The term "Executive Director", "Engineer", or other like terms shall mean the Executive Director of Engineering of the DeFuniak Springs Community Redevelopment Agency, or his duly authorized representative.

d. The term "Governor" shall be substituted with "Executive Director of the DeFuniak Springs Community Redevelopment Agency."

4. *Superintendence by Contractor*

4.1 The Contractor shall give his personal superintendence to the work or have a competent superintendent on the work at all times during progress with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

5. *Subcontracts*

5.1 The Contractor shall not award any work to any Sub-Contractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to it a written statement containing such information as the Owner may require concerning the proposed Sub-Contractor's non-collusion affidavit.

5.2 No proposed Sub-Contractor shall be disapproved except for cause.

5.3 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Sub-Contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

5.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Sub-Contractors to the Contractor by the terms of the General Conditions, Special Conditions and other documents comprising the Contract insofar as they are applicable to the work of Sub-Contractors and to give the Contractor the same power as regards terminating any subcontract the Owner may exercise over the Contractor under any provisions of the Contract.

5.5 Nothing contained in the Contract shall create any contractual relation between any Sub-Contractor and the Owner.

5.6 LIMITATIONS: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Engineer. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than thirty percent (30%) of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of any such specialty items performed by contract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall relieve the Contractor of his liability under the contract and bonds.

6. *Other Contracts*

6.1 The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor. Where more than one prime Contractor is employed on the site, it shall be responsibility of the Owner to coordinate the work of all such prime Contractors unless otherwise expressly provided herein.

7. *Fitting and Coordination of the Work*

7.1 The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Sub-Contractors, or materialmen engaged upon the work. The Contractor shall be prepared to guarantee to each of his Sub-Contractors the dimensions which they may require for the filling of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive, or be received by, that of other Contractors.

END OF DOCUMENT

SECTION 01100

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contract description.

B. Work by Owner.

C. Owner supplied products.

D. Contractor's use of site and premises.

E. Future work.

F. Work sequence.

G. Owner occupancy.

H. Specification Conventions.

1.2 CONTRACT DESCRIPTION

A. Work of the Project is as described in Contract Drawings and Documents.

B. Perform Work of each Contract under separate contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER OR OTHERS

A. Items to be furnished and installed by Owner and/or Others are as noted in the Drawings.

1.4 OWNER SUPPLIED PRODUCTS

A. Owner's Responsibilities:
   1. Arrange for and deliver Engineer-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
   2. Arrange and pay for delivery to site.
   3. On delivery, inspect products jointly with Contractor.
   4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
   5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:
   1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.

2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.

C. Products furnished to site and installed by Owner:
1. As noted on Drawings or Special Provisions

D. Items furnished by Owner for installation by Contractor:
1. As noted on Drawings or Special Provisions

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
1. Owner occupancy.
2. Work by Others and Work by Owner.

B. Access to Site: Limited to construction activities

C. Construction Operations: Limited to work described in the Technical Specifications.

D. Time Restrictions for Performing Work: Limits of the Agreement.

1.6 WORK SEQUENCE

A. Construct Work in stages to accommodate Owner's occupancy requirements during construction period. Coordinate construction schedule and operations with Owner and Engineer. Additional sequences may be indicated in the Drawings.

1.7 OWNER OCCUPANCY

A. The Owner will occupy the site during the entire period of construction for the conduct of normal operations.

B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

C. Schedule the Work to accommodate Owner occupancy.

1.8 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Schedule of values.

B. Applications for payment.

C. Change procedures.

D. Defect assessment.

E. Unit prices.

F. Alternates.

1.2 SCHEDULE OF VALUES

A. Submit printed schedule on Contractor's standard form or electronic media printout.

B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.

C. Include in each line item, amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.

D. Revise schedule to list approved Change Orders, with each Application for Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Submit four copies of each application on Contractor's electronic media driven form.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Contractor to submit Pay Request, with the agreed upon quantities shown, on the first working day of the month for the previous month.

E. Submit with transmittal letter as specified for Submittals in Section 01330.

F. Substantiating Data: When submitting Pay Request that includes a pay request for stored materials, Contractor must also submit a paid invoice for all materials listed for reimbursement.

1.4 CHANGE PROCEDURES

A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. The Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.

C. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.

D. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.

E. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis.

F. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

G. Correlation of Contractor Submittals:
1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
3. Promptly enter changes in Project Record Documents.

1.5 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer.

D. Defective Work will be partially repaired to instructions of Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Engineer.

E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

F. Authority of Engineer to assess defects and identify payment adjustments is final.

G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from transporting vehicle.
   4. Products placed beyond lines and levels of required Work.
   5. Products remaining on hand after completion of the Work.
   6. Loading, hauling, and disposing of rejected products.

1.6 UNIT PRICES

A. Authority: Measurement methods are delineated in Section 1.7 of this Specification.

B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.

C. Take measurements and compute quantities. Engineer will verify measurements and quantities.

D. Unit Quantities: Quantities and measurements indicated in Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
   1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.

E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.

F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

1.7 EXPLANATION OF BID ITEMS

A. All proposal items in the Bid Form (and any change orders that are added to the project during construction) shall reference the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2025-26 Edition, for their respective information regarding Description, Materials, Construction Requirements, Methods of Measurement, and Basis of Payment.

1.8 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.

B. Field engineering.

C. Preconstruction meeting.

D. Progress meetings.

E. Pre-installation meetings.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

A. The Contractor shall employ a Land Surveyor registered in State of Florida for construction stakeout services. The Engineer can be employed by the Contractor to provide control points if requested.

B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.

C. Control datum for survey is that shown on Drawings.

D. Verify setbacks and easements; confirm drawing dimensions and elevations.

E. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

F. Submit copy of site drawing signed by Land Surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.

G. Maintain complete and accurate log of control and survey work as Work progresses.

H. On completion of foundation walls and major site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

I. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

J. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

K. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.

1.4 PRECONSTRUCTION MEETING

A. Owner will schedule meeting after Notice of Award.

B. Attendance Required: Owner, Engineer, and Contractor.

C. Agenda:
1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
5. Designation of personnel representing parties in Contract, and Engineer.
6. Procedures and processing of field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.
8. Scheduling activities of Geotechnical Engineer.

D. Record minutes and distribute copies within five (5) days after meeting to participants, with copies to Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.

D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

E. Record minutes and distribute copies within five (5) days after meeting to participants, with copies to Engineer, Owner, and those affected by decisions made.

1.6 PRE-INSTALLATION MEETINGS

A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.

B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Prepare agenda and preside at meeting:
1. Review conditions of installation, preparation and installation procedures.
2. Review coordination with related work.

D. Record minutes and distribute copies within five (5) days after meeting to participants, with copies to Engineer, Owner, and those affected by decisions made.

PART 2 PRODUCTS

Not Used.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedules.

C. Proposed products list.

D. Product data.

E. Shop drawings.

F. Samples.

G. Design data.

H. Test reports.

I. Certificates.

J. Manufacturer's instructions.

K. Manufacturer's field reports.

L. Erection drawings.

M. Construction photographs.

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal with Engineer accepted form.

B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.

D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

E. Schedule submittals to expedite Project, and deliver to Engineer at business address. Coordinate submission of related items.

F. Provide submittals in both hard copy and electronic media format compatible with Owner and Engineer's viewing software.

G. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

H. Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of completed Work.

I. Allow space on submittals for Contractor and Engineer review stamps.

J. When revised for resubmission, identify changes made since previous submission.

K. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

L. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedules within 15 days after date established in Notice to Proceed. After review, resubmit required revised data within 10 days.

B. Submit revised Progress Schedules with each Application for Payment.

C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.

D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.

F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products and products identified under Allowances, and dates reviewed submittals will be required from Engineer. Indicate decision dates for selection of finishes.

I. Indicate delivery dates for Owner furnished products and products identified under Allowances.

J. Revisions To Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

1.4 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

A. Product Data: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Submit number of copies Contractor requires, plus four copies Engineer will retain.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700.

1.6 SHOP DRAWINGS

A. Shop Drawings: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Submit in form of one reproducible transparency.

D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01700.

1.7 SAMPLES

A. Samples: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Samples For Selection as Specified in Product Sections:

1. Submit to Engineer for aesthetic, color, or finish selection.
2. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Engineer selection.

C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

D. Include identification on each sample, with full Project information.

E. Submit number of samples specified in individual specification sections; Engineer will retain one sample.

F. Reviewed samples which may be used in the Work are indicated in individual specification sections.

G. Samples will not be used for testing purposes unless specifically stated in specification section.

H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01700.

1.8 DESIGN DATA

A. Submit for Engineer's knowledge as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

A. Submit for Engineer's knowledge as contract administrator or for Owner.

B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Engineer's benefit as contract administrator or for Owner.

B. Submit report within 30 days of observation to Engineer for information.

C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 ERECTION DRAWINGS

A. Submit drawings for Engineer's benefit as contract administrator or for Owner.

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.14 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of site prior to beginning construction and monthly throughout progress of Work.

B. Identify each print on back with name of Project, project number, orientation of view, and date and time of view.

C. If digital photography is used, submit photographs to Engineer on CD media.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01400

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control and control of installation.

B. Tolerances

C. References.

D. Mock-up requirements.

E. Testing and inspection services.

F. Manufacturers' field services.

G. Examination.

H. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce required and specified quality.

F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

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1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trades, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. When specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this section and identified in respective product specification sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Accepted mock-ups shall be comparison standard for remaining Work.

D. Where mock-up has been accepted by Engineer and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by Engineer.

1.6 TESTING AND INSPECTION SERVICES

A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
   1. Three Notch Group, Inc. can perform the required material testing and geotechnical evaluation for this project.
   2. Prior to start of Work, submit testing laboratory name, address, and telephone number if Three Notch Group, Inc. is not selected.

3. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.

B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Engineer.
   1. Laboratory: Authorized to operate in State of Florida
   2. Laboratory Staff: Maintain full time registered Engineer on staff to review services.
   3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.

C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Engineer or Owner.

D. Reports will be submitted by independent firm to Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
   1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
   2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting testing charges from Contract Price.

H. Agency Responsibilities:
   1. Test samples of mixes submitted by Contractor.
   2. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
   3. Perform specified sampling and testing of products in accordance with specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
   6. Perform additional tests required by Engineer.
   7. Attend preconstruction meetings and progress meetings.

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I. Agency Reports: After each test, promptly submit two copies of report to Engineer and to Contractor. When requested by Engineer, provide interpretation of test results. Include the following:
   1. Date issued.
   2. Project title and number.
   3. Name of inspector.
   4. Date and time of sampling or inspection.
   5. Identification of product and specifications section.
   6. Location in Project.
   7. Type of inspection or test.
   8. Date of test.
   9. Results of tests.
   10. Conformance with Contract Documents.

J. Limits On Testing Authority:
   1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency or laboratory may not approve or accept any portion of the Work.
   3. Agency or laboratory may not assume duties of Contractor.
   4. Agency or laboratory has no authority to stop the Work.

1.7 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and training as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Engineer 30 days in advance of required observations.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Refer to Section 01330 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

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B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Product substitution procedures.

1.2 PRODUCTS

A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products in accordance with manufacturers' instructions.

B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

A. Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for Substitution as for specified product.
   3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:
   1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
   2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
   3. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01700

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Final cleaning.

C. Starting of systems.

D. Demonstration and instructions.

E. Testing, adjusting and balancing.

F. Protecting installed construction.

G. Project record documents.

H. Operation and maintenance data.

I. Manual for materials and finishes.

J. Manual for equipment and systems.

K. Spare parts and maintenance products.

L. Product warranties and product bonds.

M. Maintenance service.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.

B. Provide submittals to Engineer required by authorities having jurisdiction.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING **(If Applicable)**

A. Execute final cleaning prior to final project assessment.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

D. Replace filters of operating equipment.

E. Clean debris from roofs, gutters, downspouts, and drainage systems.

F. Clean site; sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Engineer seven days prior to start-up of each item.

C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report in accordance with Section 01330 that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.

B. Demonstrate Project equipment and instructed by qualified manufacturer's representative who is knowledgeable about the Project.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. Required instruction time for each item of equipment and system is specified in individual sections.

1.6 TESTING, ADJUSTING AND BALANCING

A. Owner will appoint and employ services of independent firm to perform testing, adjusting, and balancing.

B. Reports will be submitted by independent firm to Engineer indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

1.7 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.8 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings : Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

G. Submit documents to Engineer with claim for final Application for Payment.

1.9 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, capacity expansion binders with durable plastic covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Operating instructions.
      e. Maintenance instructions for equipment and systems.
      f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   3. Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data.
      b. Air and water balance reports.
      c. Certificates.
      d. Originals of warranties.

1.10 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within 10 days after final inspection.

E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.

F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

H. Additional Requirements: As specified in individual product specification sections.

I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.11 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Engineer comments. Revise content of document sets as required prior to final submission.

D. Submit two sets of revised final volumes in final form within 10 days after final inspection.

E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; by label machine.

G. Include color coded wiring diagrams as installed.

H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.

I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

J. Include servicing and lubrication schedule, and list of lubricants required.

K. Include manufacturer's printed operation and maintenance instructions.

L. Include sequence of operation by controls manufacturer.

M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

N. Include control diagrams by controls manufacturer as installed.

O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.

P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

R. Include test and balancing reports as specified in Section 01400.

S. Additional Requirements: As specified in individual product specification sections.

T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.12 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.

B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.13 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
   2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.14 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections during warranty period.

B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.

D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Reinforcing bars.
   2. Welded wire fabric.
   3. Reinforcement accessories.

B. Related Sections:
   1. Drawings and general provisions of the Contract including General and Supplemental General Conditions, and Technical Specifications.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 318 - Building Code Requirements for Structural Concrete.
   3. ACI SP-66 - ACI Detailing Manual.

B. ASTM International:
   1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
   2. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
   3. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
   4. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
   5. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
   6. ASTM A704/A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
   7. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
   8. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
   9. ASTM A775/A775M - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.
   10. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Fabric for Reinforcement.
   11. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
   12. ASTM A996/A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.

13. ASTM D3963/D3963M - Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Reinforcing Steel Bars.

C. American Welding Society:
1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.

D. Concrete Reinforcing Steel Institute:
1. CRSI - Manual of Standard Practice.
2. CRSI - Placing Reinforcing Bars.

1.3 SUBMITTALS

A. Section 01330 - Submittal Procedures.

B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules.

C. Certificates: Submit AWS qualification certificate for welders employed on the Work.

D. Submit certified copies of mill test report of reinforcement materials analysis.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with CRSI - Manual of Standard Practice and ACI 301.

1.5 QUALIFICATIONS

A. Welders: AWS qualified within previous 12 months.

1.6 COORDINATION

A. Section 01300 - Administrative Requirements.

B. Coordinate with placement of formwork, formed openings and other Work.

PART 2 PRODUCTS

2.1 REINFORCEMENT

A. Reinforcing Steel: ASTM A615/A615M, 60 ksi yield grade; deformed billet steel bars, unfinished.

B. Reinforcing Steel Plain Bar and Rod Mats: ASTM A704/A704M, ASTM A615/A615M, Grade 60; steel bars or rods, unfinished.

C. Stirrups Steel: ASTM A82, unfinished.

D. Welded Steel Wire Fabric: ASTM A497 Deformed Type; in flat sheets or coiled rolls; galvanized finish.

2.2 ACCESSORY MATERIALS

A. Tie Wire: Minimum 16 gage annealed type.

B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.

C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic tipped steel type; size and shape to meet Project conditions.

D. Reinforcing Splicing Devices: Exothermic welding type; full tension and compression; sized to fit joined reinforcing.

2.3 FABRICATION

A. Fabricate concrete reinforcement in accordance with CRSI Manual of Practice.

PART 3 EXECUTION

3.1 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.

B. Do not displace or damage vapor retarder.

C. Accommodate placement of formed openings.

D. Maintain concrete cover around reinforcement as follows:

Item	Coverage
Concrete in contact with soil	3 inches
Exterior concrete	
Bars larger than No. 5	2 inches
No. 5 bars and smaller	1-1/2 inches
Interior concrete	
Bars larger than No. 11	1-1/2 inches
No. 11 bars and smaller	3/4 inch
Stirrups	1-1/2 inches

E. Conform to applicable code for all other conditions.

F. Splice reinforcing in accordance with splicing device manufacturer’s instructions.

G. Lap length shall be as follows unless otherwise noted on the Drawings:

Bar Size	Lap Length
No. 3	12 inches
No. 4	12 inches
No. 5	15 inches
No. 6	18 inches
No. 7	24 inches
No. 8	30 inches

3.2 FIELD QUALITY CONTROL

A. Section 01400 - Quality Requirements; Section 01700 - Execution Requirements.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:
1. Cast-in-place concrete.
2. Formwork.
3. Reinforcing.
4. Mix Design.
5. Control, expansion and contraction joint devices.
6. Placement procedures.
7. Finishes.
8. Testing requirements.

B. Related Documents:
1. Drawings and general provisions of the Contract including General and Supplemental General Conditions, and Technical Specifications.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Cast-in-Place Structures:
1. Basis of Measurement: Cubic Yard or Lump Sum.
2. Basis of Payment: Includes all labor, material, and equipment required to construct the concrete structures shown on the Plans and/or reflected in the Bid Form. Includes placing and compacting of base material, formwork, underground piping, drains, conduit, reinforcement, pouring and finishing of concrete, removal of forms, water stops, water proofing, expansion and control joints, cleanup and all related items.

B. Concrete Driveway Replacement:
1. Basis of Measurement: Square Yard or Cubic Yard.
2. Basis of Payment: Includes all labor, materials, and equipment required to place concrete surface at the thickness and cured strength shown in the Plans and/or reflected in the Bid Form. Includes saw cutting and removal of existing surface, backfill materials per the Plans, wire mesh, pouring and finishing concrete drive, cleanup and all related work. Also, shall include coordination with any residents to provide an alternate entrance to their driveway while concrete is curing. The maximum width for payment shall be as noted on the Plans.

C. Minor Concrete Structures:
1. Basis of Measurement: Cubic Yard.
2. Basis of Payment: Includes all labor, material, and equipment required to replace or construct any minor or miscellaneous structures as indicated in the Plans, directed by the Engineer, and/or reflected in the Bid Form. Items could include curb and gutters, sidewalks, and small slabs.

1.3 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 305 - Hot Weather Concreting.
   3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
   4. ACI 318 - Building Code Requirements for Structural Concrete.

B. ASTM International:
   1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
   2. ASTM C33 - Standard Specification for Concrete Aggregates.
   3. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
   4. ASTM C150 - Standard Specification for Portland Cement.
   5. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
   6. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
   7. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
   8. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
   9. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete.
   10. ASTM C1017 - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
   11. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
   12. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
   13. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
   14. ASTM D1190 - Standard Specification for Concrete Joint Sealer, Hot-Applied Elastic Type.
   15. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
   16. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
   17. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.
   18. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.4 SUBMITTALS

A. Section 01330 - Submittal Procedures.

B. Product Data: Submit data on joint devices, attachment accessories, and admixtures.

C. Design Data:
   1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:

a. Hot and cold weather concrete work.
b. Air entrained concrete work.

2. Identify mix ingredients and proportions, including admixtures.

D. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent Work.

1.5 CLOSEOUT SUBMITTALS

A. Section 01700 - Execution Requirements.

B. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

1.6 QUALITY CONTROL / QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301.

B. Maintain one copy of each document on site.

C. Acquire cement and aggregate from one source for Work.

D. Conform to ACI 305 when concreting during hot weather.

E. Conform to ACI 306.1 when concreting during cold weather.

F. Concrete Testing Service: Contractor shall employ Three Notch Group, Inc. to provide quality assurance testing during construction. Contractor is responsible to provide suitable quality control of materials, procedures, and of the mix design process to ensure the concrete conforms to the project plans and specifications. Submit quality control plan and proposed concrete mix designs to Engineer prior to concrete placement.

1.7 COORDINATION

A. Section 01300 - Administrative Requirements.

B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 FORM MATERIALS

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces.

1. Use overlaid plywood complying with U.S. Product Standard PS-1 “A-C or B-B High Density Overlaid Concrete Form”, Class 1.

2. Use plywood complying with U.S. Product Standard PS-1 “B-B (Concrete Form) Plywood”, Class 1, Exterior Grade or better, mill-oiled and edge sealed, with each piece bearing legible inspection trademark.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for a tight fit.

C. Form Coatings: Provide commercial formulation form coating compounds with a maximum VOC of 350 mg/l that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

D. Form Ties: Factory fabricated, adjustable length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A615, Grade 60, deformed.

B. Welded Wire Fabric: ASTM A185 welded steel wire fabric.

C. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire-bar type supports complying with CRSI specifications.
1. For slabs-on-grade use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs that are plastic protected (CRSI, class 1) or stainless steel protected (CRSI, class 2).
3. For sand blasted or intentionally roughened concrete surfaces, provide supports of stainless steel (CRSI, class 2).

D. Reinforcing Bars to be Welded: ASTM A706, “Specifications for Low Alloy Steel Deformed Bars for Concrete Reinforcement”.

E. Bar and Rod Mats: ASTM A184 “Specifications for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement”.

F. Threaded Dowels: Continuous Threaded high-strength steel bars. Provide inserts compatible with dowels, designed for ultimate pull-out force indicated on the Drawings.

G. Mechanical Splices: Equal to “Cadweld Rebar Splices”, as manufactured by Erico Products, Inc., “C” Series, for developing 125% of minimum ASTM specified yield strengths, unless otherwise noted on Drawings.

H. Steel Shapes, Plates and Rods: Conform to ASTM A36 “Specifications for Structural Steel”.

I. Do not weld reinforcing steel unless specifically noted on Drawings. If welding is shown, conform to latest revision of AWS D12.1, “Reinforcing Steel Welding Code of the

American Welding Society". Perform all welding with certified welders qualified per AWS.

2.3 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I – Normal, Portland type for all applications other than structures used in conjunction with wastewater projects. All wastewater related structures shall use Type V – Sulfate Resistant, Portland Cement.

B. Fly Ash: ASTM C618, Type C or Type F.
1. Limit use of fly ash to not exceed 20 percent of cement content by weight.

C. Normal Weight Aggregate: ASTM C33 and as herein specified. Provide aggregates from a single source for exposed concrete.
1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.

D. Water: Clean, potable.

E. Admixtures, General: Provide admixtures for concrete that contain not more than 0.1 percent chloride ions.

F. Air-Entraining Admixtures: ASTM C260, certified by manufacturer to be compatible with other required admixtures.

G. Water Reducing Admixtures: ASTM C494, Type A.

H. High Range Water Reducing Admixtures (Super Plasticizer): ASTM C494, Type F or Type G.

I. Water Reducing, Non-Chloride Accelerating Admixture: ASTM C494, Type E.

J. Water Reducing, Retarding Admixture: ASTM C494, Type D.

K. All admixtures shall be supplied by the same manufacturer.

2.4 ACCESSORIES

A. Vapor Retarder: ASTM E1745 Class A; 6 mil thick fabric-reinforced plastic film, 0.03 perms; rated for below grade application. Furnish joint tape recommended by manufacturer.

B. Non-Shrink Grout: ASTM C1107, premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

C. Concrete Reinforcing Fibers: ASTM C1116, high strength industrial-grade fibers specifically engineered for secondary reinforcement of concrete. Tensile strength 130 ksi; toughness 15 ksi; 3/4 inch long fibers, 34 million/lb fiber count.

D. Waterstops: Provide flat, dumbbell-type or centerbulb-type waterstops at construction joints and other joints as shown on the Drawings.

E. Granular Base: Evenly graded mixture of fine and course aggregates to provide, when compacted, a smooth and even surface below slabs on grade.

F. Sand Cushion: Clean, manufactured or natural sand.

G. Nonslip Aggregate Finish: Provide fused aluminum oxide granules or crushed emery as abrasive aggregate for nonslip finish. Material shall be factory graded, rustproof, non-glazing, and is unaffected by freezing, moisture, and cleaning materials.

H. Colored Wear Resistant Finish: Packaged, dry, combination of materials consisting of Portland cement, graded quartz aggregate, coloring pigments, and plasticizing admixture. Use coloring pigments that are finely ground, nonfading mineral oxides, interground with cement. Color as selected by Engineer.

I. Bonding Compound: Polyvinyl acetate or acrylic base.

J. Epoxy Adhesive: ASTM C881, two-component material suitable on dry or damp surfaces. Provide material type, grade and class to suit project requirements.

2.5 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler Type A: ASTM D994; Asphalt impregnated fiberboard or felt, thickness as indicated on the drawings; tongue and groove profile.

B. Joint Filler Type B: ASTM D1751; cellular bonded fiber material, non-extruding, resiliency recovery of 70 percent if not compressed more than 50 percent of original thickness.

C. Construction Joint Devices: Integral galvanized steel, formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at 6 inches, ribbed steel spikes with tongue to fit top screed edge.

D. Expansion and Contraction Joint Devices: ASTM B221 alloy, extruded aluminum; resilient neoprene filler strip with Shore A hardness of 35 to permit plus or minus 25 percent joint movement with full recovery; extruded aluminum of longest manufactured length at each location, flush mounted.

E. Joint Sealant: ASTM C920, Type S; single component, self leveling, premium grade polyurethane sealant, equal to Sikaflex-1C SL.

2.6 CONCRETE MIX

A. Mix concrete in accordance with ACI 301. Deliver concrete in accordance with ASTM C94.

B. Select proportions for normal weight concrete in accordance with ACI 301 trial mixtures.

C. Provide concrete to the following criteria:

Unit	Measurement
Compressive Strength (f'c at 28 day)	As Indicated in Plans
Aggregate Size (maximum)	1 inch
Air Entrainment	4 to 6 percent
Slump	3 to 5 inches

D. Prepare design mixes for each type and strength of concrete by either laboratory trial mixture or field experience methods as specified in ACI 318-89 Section 5.3.

E. Mix design based on historical performances in accordance with ACI 318-89 Section 5.3, may be provided by a qualified concrete supplier or precast concrete manufacturer for concrete designs. Mix design shall be certified by an independent testing laboratory.

F. All concrete mix designs shall include the following information:
1. Proportions of cement, fine and course aggregates and water.
2. Water/cement ratio, design strength, slump and air content.
3. Type and source of cement and aggregates.
4. Type and dosage of all admixtures.
5. Any special characteristics of the mix which require precautions in the mixing, placing or finishing techniques to achieve the finished product specified.

G. Engineer to review and approve mix designs prior to start of concrete production.

H. Design mixes to provide normal weight concrete.

I. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by Engineer.

J. All mix design information and data shall not be older than 18 months from the date of the submittal.

2.7 ADMIXTURES

A. Use water reducing admixture or high range water reducing admixture (superplasticizer) in concrete as required for placement and workability.

B. Use high range water reducing admixture in pumped concrete, concrete required to be watertight, and concrete with water/cement ratio below 0.50.

C. Use nonchloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 degrees F.

D. Use air-entraining admixture in concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete having an air content of 4% to 6% at the point of placement.

E. Use admixtures for water reduction and set control in strict compliance with manufacturer's directions.

F. Temperature Limit: Do not place concrete if the concrete temperature exceeds 90ºF or the ambient temperature is 40ºF or less and falling.

G. Slump Limit: Proportion and design mixes to result in concrete slump of 3 to 5 inches at point of placement.

2.8 CONCRETE MIXING

A. Provide batch ticket for each batch used on the project. Batch ticket must indicate project name, contractor's name, date, mix type, mix time, batch time, quantity, and amount of water introduced.

B. Ready-Mix Concrete: Comply with requirements of ASTM C94, and as specified.
1. Addition of water to batch for material with insufficient slump will be permitted in accordance with ACI 301.
2. When air temperature is between 85 degrees F. and 90 degrees F., reduce mixing and delivery time from 1-1/2 hours to 75 minutes. When air temperature exceeds 90 degrees F. reduce mixing and delivery time to 60 minutes.
3. Concrete shall only be placed when the air temperature is above 40 degrees F. and rising.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01300 - Administrative Requirements.

B. Verify requirements for concrete cover over reinforcement.

C. Verify anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

3.2 FORMS

A. General: Design, erect, support, brace, and maintain formwork to support vertical and lateral, static and dynamic loads that might be applied until concrete structure can support such loads.

B. Maintain formwork construction tolerances complying with ACI 301 Table 4.3.1.

C. Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, chamfers, blocking, bulkheads, anchorages, and other features required in work.

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.

E. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar.

F. Chamfer exposed edges and corners as indicated using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

G. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items.

H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed.

3.3 VAPOR BARRIER

A. General: Following leveling and tamping of granular base for slabs-on-grade, place vapor barrier sheeting with longest dimension parallel with direction of pour.

B. Lap joints 6 inches and seal vapor barrier joints with manufacturer's recommended mastic and pressure-sensitive tape.

C. After placement of vapor barrier, cover with sand cushion and compact to depth as shown on Drawings.

3.4 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as herein specified.
   1. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations.

B. Clean reinforcement of loose rust and mill scale, earth ice, and other materials that reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 JOINTS

A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure.

B. Provide keyways at least 1-1/2 inches deep in construction joints in walls, slabs, beams and between walls and footings.

C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as otherwise indicated.

D. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

E. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed waterstops during progress of work. Field-fabricate joints in waterstops according to manufacturer's printed instructions.

F. Isolation Joints in Slabs-on-Ground: Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.

G. Contraction (Control) Joints in Slabs-On-Grade: Construct contraction joints in slabs-on-ground to form panels of patterns as shown. Use saw cuts 1/8 inch wide by 1/4 slab depth or approved inserts, unless otherwise indicated. Make saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregates.
   1. With prior approval from Engineer contraction joints may be formed by inserting premolded plastic, hardboard, or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris.
   2. Refer to drawings for scoring pattern as shown. If joint pattern not shown, provide joints not exceeding 15 feet in either direction and located to conform to bay spacing wherever possible.

3.6 PREPARATION OF FORM SURFACES

A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.

B. Coat contact surfaces of forms with an approved, noresidual, low-VOC, form-coating compound before reinforcement is placed. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

C. Coat steel forms with a nonstaining, rust-preventative material. Rust-stained steel formwork is not acceptable.

3.7 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in.

B. General: Comply with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete."

C. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete to avoid segregation at its final location.

D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

E. Consolidate full depth of placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

F. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

G. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
   1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
   2. Bring slab surfaces to correct level with straightedge and strike off. Use bull floats or derbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations
   3. Maintain reinforcing in proper position during concrete placement.

H. Cold-Weather Placing: Comply with provisions of ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   1. When placing concrete in cold weather, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
   2. Concrete shall only be placed when the air temperature is above 40 degrees F. and rising.
   3. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
   4. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

I. Hot-Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI305 and as herein specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, when acceptable to Engineer.

3.8 FINISH OF FORMED SURFACES

A. Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and defective areas repaired and patched. Fins and other projections exceeding 1/4 inch in height shall be rubbed down or chipped off.

B. Smooth Form Finish: For formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

C. Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaced, which have received smooth form finish treatment, not later than one day after form removal.

1. Moisten concrete surfaces and rub with carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.

D. Grout-Cleaned Finish: Provide grout-cleaned finish to scheduled concrete surfaces that have received smooth form finish treatment.

1. Combine one part Portland dement to 1-1/2 parts fine sand by volume, and a 50:50 mixture of acrylic or styrene butadiene-based bonding admixture and water to consistency of thick paint. Blend standard Portland cement and white Portland cement, amount determined by trial patches, so that final color of dry grout will match adjacent surfaces.
2. Thoroughly wet concrete surfaces apply grout to coat surfaces, and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.

E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture

matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

F. Unless otherwise noted on the Drawings, all exposed surfaces shall receive a smooth rubbed finish.

3.9 SLAB FINISHES

A. After placing slabs, plane surface to tolerances for floor flatness (Ff) of 15 and floor levelness (Fl) of 13. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set with stiff brushed, brooms, or rakes, as required.

B. Float Finish: Apply float finish to slab surfaces to receive trowel finish and other finishes as hereinafter specified; slab surfaces to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo; and as otherwise indicated.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand floating if area is small or inaccessibly to power units. Check and level surface plane to tolerances of Ff 18-Fl 15. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply trowel finish to slab surfaces to be exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating system.

1. After floating, begin first trowel finish operation using a power-driven trowel. Being final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of Ff 20-Fl 17. Grind smooth surface defects that would telegraph through applied floor covering system.

D. Nonslip Broom Finish: Apply nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.

E. Nonslip Aggregate Finish: Apply nonslip aggregate finish to concrete stair treads, platforms, ramps, sloped walks, and elsewhere as indicated.

F. After completion of float finishing and before starting trowel finish, uniformly spread 25 lbs. of dampened nonslip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as herein specified.

G. After curing, lightly work surface with a steel wire brush, or an abrasive stone, and water to expose nonslip aggregate.

3.10 CONCRETE CURING AND PROTECTION

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply in accordance with manufacturer's instructions after screeding and bull floating, but before power floating and troweling.

B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting; keep continuously moist for not less than 7 days.

C. Curing Methods: Perform curing of concrete by curing and sealing compound, b moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.

D. Provide moisture curing by following methods.
   1. Keep concrete surface continuously wet by covering with water.
   2. Use continuous water-fog spray.
   3. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4-inch lap over adjacent absorptive covers.

3.11 REMOVAL OF FORMS

A. General: Formwork not supporting weight of concrete, such as sides of beams, walls columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form-removal operations, and provided curing and protection operations are maintained.

B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed until approved by the structural engineer.

C. Form-facing material may be removed 4 days after placement only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.

3.12 CONCRETE SURFACE REPAIRS

A. General: No surface shall be patched or repaired until the Engineer had reviewed the defective condition and approved the Contractor's submitted repair and/or patching materials and procedures.

B. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Engineer.
   1. Cut of honeycomb, rock pockets, and voids over 1/4 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but in no case to a depth of

less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar before bonding compound has dried.

2. For exposed-to-view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

C. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry-pack mortar, or precast cement cone plugs secured in place with bonding agent.

1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.

D. Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having required slope.

1. Repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, as such, include crazing and cracks in excess of 0.01 in wide or that penetrate to reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.
2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
3. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with patching compound. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Engineer.
4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, when acceptable to Engineer by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

E. Repair isolated random cracks and single holes not over 1 inch in diameter by dry-pack method when acceptable to Engineer. Groove top of cracks and cut out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2

parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.

F. Perform structural repairs with prior approval of Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.

G. Repair methods not specified above may be used, subject to acceptance of Engineer.

3.13 FIELD QUALITY ASSURANCE, CONTROL AND TESTING DURING CONSTRUCTION

A. General: The Owner may employ the Engineer or another professional firm to perform quality assurance testing during construction. The Contractor will notify the Engineer at least 24 hours prior to requiring tests. The Contractor is responsible to provide equipment to allow sampling and testing of the concrete at the point of placement.

B. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94. Perform the following tests.

1. Slump: ASTM C 143; one test at point of placement for each set of compression test specimens; additional tests when concrete properties appear to have changed.
2. Air Content: ASTM C 173 (volumetric method for lightweight or normal weight concrete) or ASTM C 231 (pressure method for normal weight concrete); one test at point of placement for each set of compression test specimens; additional tests when concrete properties appear to have changed.
3. Concrete Temperature: ASTM C 1064; test hourly when air temperature is 40ºF and below or 80ºF and above, and each time a set of compression test specimens is made.
4. Compression Test Specimen: ASTM C 31; one set of 4 cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cure test specimens are required.
5. Compressive Strength Tests: ASTM C 39; one set for each 50 cubic yards or fraction thereof for each concrete class placed in any one day. One specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing, if required.
6. When frequency of testing will provide fewer than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.

C. Test results will be reported in writing to Engineer, Ready-Mix Producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete supplier and testing agency, concrete type and class, location of concrete placed in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.

D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but **shall not** be used as the sole basis for acceptance or rejection.

E. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been

attained in the structure, as directed by Engineer. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified.

F. Quality Assurance consisting of testing and observation of a limited sampling of construction materials will be provided by the Owner for acceptance purposes. Passing test results are not a warranty, guarantee, or certification by the testing agency, Engineer, or Owner that all work was performed in conformance with the plans and specifications. Therefore, the Contractor should not rely solely on test results generated by the quality assurance process as an indication of the suitability of the construction.

G. It is entirely the Contractor's responsibility to perform quality control as necessary to construct the project in conformance with the plans and specifications. Deviations from the plans and specifications, whether identified during construction or following the completion of construction, must be corrected by the Contractor at no cost to the Owner.

3.14 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

B. Repair or replacement of defective concrete will be determined by Engineer.

C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

END OF SECTION

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY. (REV 6-13-11) (FA 6-16-11) (FY 2025-26)

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

PROSECUTION AND PROGRESS – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK.

(REV 5-24-23) (FA 9-21-23) (FY 2025-26)

SUBARTICLE 8-10.1 and 8-10.2 are deleted and the following substituted:

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.1 Highway Code Requirements Pertaining to Liquidated Damages: Section 337.18, paragraph (2) of the Florida Statutes, requires that the Department adopt regulations for the determination of default and provides that the Contractor pay liquidated damages to the Department for any failure of the Contractor to complete the Contract work within the Contract Time. These Code requirements govern, and are herewith made a part of the Contract.

Liquidated damages for this Contract will be a summation of the damages referenced above and projected lost toll revenues due to failure to timely open the project to revenue-producing traffic.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the sum of the daily rate of $_____ per Calendar Day assessed as projected lost toll revenues for failure to complete the Work within the Contract Time plus the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$299,999 and under	$904
$300,000 but less than $2,000,000	$1,685
$2,000,000 but less than $5,000,000	$2,667
$5,000,000 but less than $10,000,000	$3,813
$10,000,000 but less than $20,000,000	$5,021
$20,000,000 but less than $40,000,000	$7,442
$40,000,000 and over	$10,224 plus 0.00005 of any amount over $40 million (Round to nearest whole dollar)

MOBILIZATION (LUMP SUM).
(REV 10-17-19) (FA 11-25-19) (FY 2025-26)

SECTION 101 is deleted and the following substituted:

SECTION 101
MOBILIZATION

101-1 Description.

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

101-2 Basis of Payment.

101-2.1 General: The work and incidental costs specified as being covered under this Section will be paid for at the lump sum prices for the items of mobilization included in the Schedule of Values.

101-2.2 Partial Payments: When the Notice to Proceed has been issued, partial payments will be made in accordance with the following:

For Contracts of 120 Contract days duration or less, partial payment will be made at 50% of the Mobilization amount shown in the Schedule of Values per month for the first two months until 100% of the Mobilization amount shown in the Schedule of Values is paid. For Contracts in excess of 120 Contract days duration, partial payment will be made at 25% of the Mobilization amount shown in the Schedule of Values per month for the first four months until 100% of the Mobilization amount shown in the Schedule of Values is paid. In no event shall more than 50% of the Mobilization amount shown in the Schedule of Values be paid prior to commencing construction on the project site.

Total partial payments for Mobilization will be limited to 10% of the original Contract amount. Any remaining amount will be paid at Final Acceptance.

Retainage, as specified in 9-5, will be applied to all partial payments.

Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

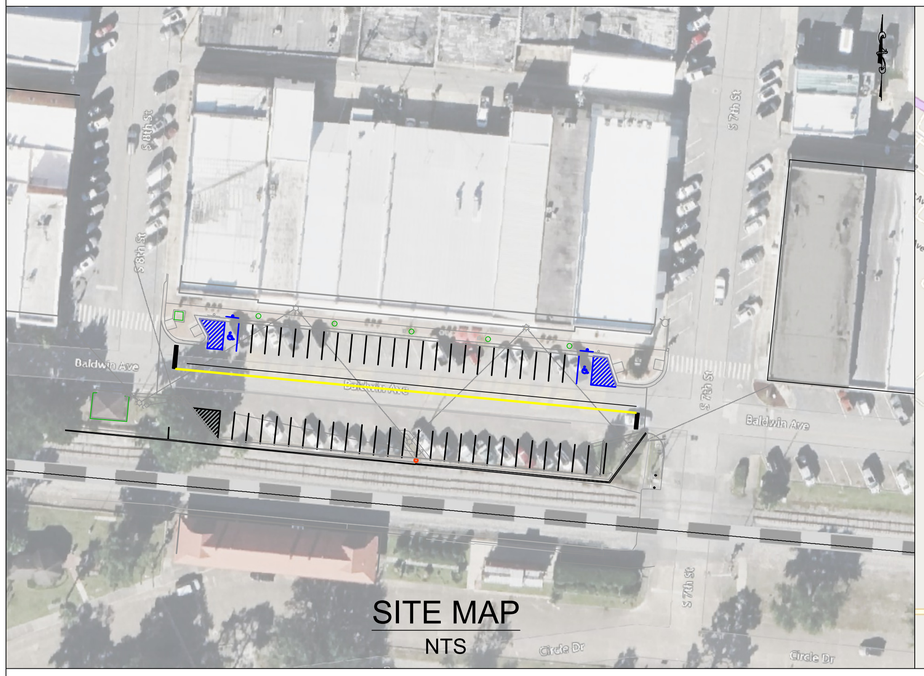
PARKING IMPROVEMENTS ALONG BALDWIN AVE.

DEFUNIAK SPRINGS COMMUNITY REDEVOLPMENT AGENCY

WALTON COUNTY

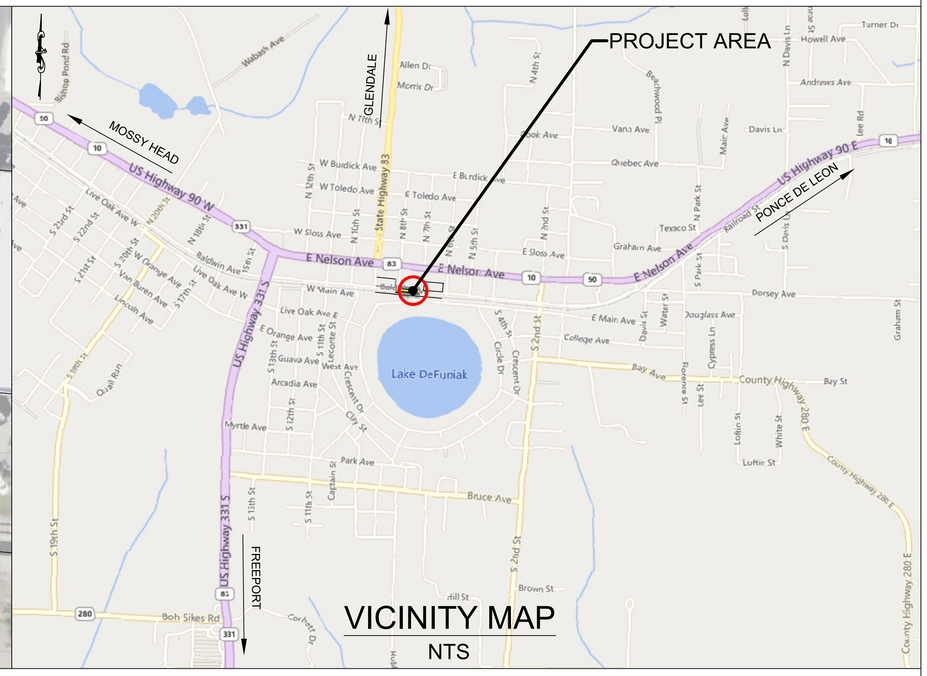
DEFUNIAK SPRINGS, FL 32435

25-02-CRA



SITE MAP

NTS



VICINITY MAP

NTS

INDEX TO SHEETS	
Sheet Number	Sheet Title
C-100	TITLE SHEET
C-101	NOTES AND LEGEND
C-301	SITE PLAN
C-801	PROJECT DETAILS

Know what's **below.**
Call before you dig.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY TIMOTHY J. KELLEY ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TIMOTHY JACK KELLEY LICENSE No. 95371 STATE OF FLORIDA PROFESSIONAL ENGINEER

12/11/2025

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NO.	REVISION/SUBMISSION	DATE:

THREE NOTCH GROUP

FINAL DRAWING - ISSUED FOR CONSTRUCTION

PARKING IMPROVMENTS ALONG BALDWIN AVENUE

DEFUNIAK SPRINGS COMMUNITY REDEVELOPMENT AGENCY

DEFUNIAK SPRINGS, FL 32435

PROJECT NO: R868825001

DATE: 11/19/2025

SCALE: AS SHOWN

SHEET NO: C-100

DRAWING TITLE: TITLE SHEET

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LEGEND			
GENERAL		UTILITIES	
BENCHMARK		POWER POLE	
PROPERTY CORNER		LIGHT POLE	
CONCRETE MARKER		ANCHOR	
PROPERTY LINE	PL	STUB (POWER)	
LOT LINE		ELECTRIC TRANSFORMER	
SETBACK LINE		ELECTRIC METER	EM
EASEMENT LINE		OVERHEAD ELECTRIC LINE	OE
FENCE LINE	O	BURIED ELECTRIC LINE	BE
CONSTRUCTION LIMITS		TELEPHONE MANHOLE	TMH
SIGN		TELEPHONE PEDESTAL	T
MAILBOX	MB	OVERHEAD TELECOM CABLE	OTC
TREE		BURIED TELECOM CABLE	BTC
WOODLINE		BURIED FIBER OPTIC CABLE	BFO
PROPOSED CORE SAMPLE	1	GAS METER	G
ASPHALT		GAS VALVE	G
CONCRETE		GAS REGULATOR	
AGGREGATE		GAS LINE	G
BODY OF WATER		WATER METER	
USACE JURISDICTIONAL WETAND		WATER VALVE	W
EARTHWORK & GRADING		FIRE HYDRANT	
PROPOSED CONTOUR MAJOR	500	WATER LINE	W
PROPOSED CONTOUR MINOR	501	SANITARY SEWER MANHOLE	S
EXISTING CONTOUR MAJOR	500	SANITARY SEWER CLEANOUT	C
EXISTING CONTOUR MINOR	501	SANITARY SEWER GRAVITY LINE	S
PROPOSED SPOT ELEVATION	100.00	SANITARY SEWER FORCE MAIN	FM
STORM DRAINAGE		AIR / VACUUM VALVE	AV
STORM STRUCTURE	D	PROPOSED ITEMS SHOWN IN BLACK. EXISTING ITEMS SHOWN IN GRAY.	
STORM PIPE	STM		
CHANNEL FLOW LINE	>>		

GENERAL NOTES

1. THREE NOTCH GROUP, INC. SHALL NOT HAVE AUTHORITY OVER THE SITE OR BUILDING CONTRACTOR'S WORK OR RESPONSIBILITIES. THREE NOTCH GROUP, INC. IS NOT RESPONSIBLE FOR SITE SAFETY PROCEDURES OR METHODS OF CONSTRUCTION.
2. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE STANDARDS AND SPECIFICATIONS SET FORTH IN THE PROJECT CONTRACT DOCUMENTS.
3. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE THEMSELF WITH THE PROJECT CONTRACT DOCUMENTS AND SITE CONDITIONS BEFORE SUBMITTING A BID FOR THIS PROJECT.
4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PURCHASE OF A CONTRACTOR'S LICENSE AND BUSINESS LICENSE FROM THE CITY AND / OR COUNTY AS APPLICABLE, AS WELL AS, ALL OTHER LICENSES AND PERMITS REQUIRED TO CONSTRUCT THE PROJECT. ALL LICENSES AND PERMITS MUST BE IN-HAND AND PROPERLY DISPLAYED PRIOR TO COMMENCING WORK.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER COMMUNICATION AND COORDINATION WITH THE ENGINEER, ONSITE FIELD TECHNICIANS, AND OWNER'S REPRESENTATIVE THROUGHOUT THE LIFE OF THE PROJECT.
6. THREE NOTCH GROUP SHALL NOT BE RESPONSIBLE FOR ERRORS AND OMISSIONS RESULTING FROM DESIGN MODIFICATIONS MADE AFTER THE RECORD DATE OF THESE PLANS SHOWN HEREON. ADJUSTMENTS TO THESE PLANS MAY BE NECESSARY. NOTIFY ENGINEER OR OWNER'S REPRESENTATIVE IMMEDIATELY IF ANY ERRORS OR OMISSIONS ARE FOUND.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY HIS ACTIVITIES IN THE PROJECT AREA, WHETHER ON PUBLIC OR PRIVATE PROPERTY. DAMAGE SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS OR BETTER, AND TO THE SATISFACTION OF THE ENGINEER AND LAND OWNER(S). REPAIRS SHALL BE MADE AT THE CONTRACTOR'S EXPENSE.
8. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTATION OF PRE-EXISTING CONDITIONS PRESENT WITHIN AND ADJACENT TO THE CONSTRUCTION AREA. DOCUMENTATION OF EXISTING CONDITIONS SHALL CONSIST OF DATE-STAMPED VIDEO, PHOTOGRAPHS, AND WRITTEN RECORDS. COPIES OF ALL DOCUMENTATION SHALL BE DELIVERED TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. DOCUMENTATION OF PRE-EXISTING CONDITIONS IS REQUIRED TO AVOID CLAIMS FOR DAMAGE TO PROPERTY.
9. THE CONTRACTOR SHALL RESERVE ONE FULL-SIZE SET OF CONSTRUCTION PLANS FOR RECORDING DATA DURING CONSTRUCTION, REFERENCE DURING O/A MEETINGS, AND SERVE AS PROJECT RECORD DRAWINGS. DRAWINGS SHALL BE DELIVERED TO THE ENGINEER OR OWNER'S REPRESENTATIVE ONE WEEK PRIOR TO SUBSTANTIAL COMPLETION.
10. IF APPLICABLE, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING PROPER TRAFFIC CONTROL IN ACCORDANCE WITH THE REQUIREMENTS OF PART VI OF THE MUTCD, LATEST EDITION. ALL TRAFFIC CONTROL DEVICES AND SIGNAGE SHALL BE ACCORDANCE TO FDOT STANDARDS AND SPECIFICATIONS.
11. UNLESS APPROVED IN ADVANCE BY THE ENGINEER, THE CONTRACTOR SHALL MAINTAIN ACCESS FOR THE TRAVELING PUBLIC AND EMERGENCY VEHICLES ALONG THE PAVED DRIVE. IF A ROAD CLOSURE IS ALLOWED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING SUCH CLOSURES WITH CITY AND EMERGENCY AGENCIES, IN ACCORDANCE WITH THOSE PARTIES' REQUIREMENTS.
12. CONSTRUCTION STAGING AREA SHALL BE ON-SITE W/ AREA APPROVED BY OWNER. STAGING AREA SHALL BE ENCLOSED BY TEMPORARY CHAIN-LINK FENCING & LOCKABLE GATE.
13. UPON AWARD OF BID, A CONSTRUCTION PHASING SCHEDULE SHALL BE SUBMITTED TO OWNER FOR APPROVAL. PROJECT SHALL BE CONSTRUCTED IN A WAY THAT ALL UNAFFECTED AREAS OF THE SITE REMAIN OPEN TO THE PUBLIC THROUGHOUT THE ENTIRE DURATION OF THE PROJECT.

SITE NOTES

1. TOPOGRAPHIC AND CONTROL SURVEY FOR THIS PROJECT WAS PERFORMED BY DEWBERRY ENGINEERS, INC.
2. HORIZONTAL AND VERTICAL DATUMS USED IN DESIGN ARE NAD83 FL STATE PLANE NORTH AND NAVD88 RESPECTIVELY.
3. IT IS CONTRACTOR'S RESPONSIBILITY TO PROVIDE CONSTRUCTION LAYOUT AND GRADE STAKING. AT THE CONTRACTOR'S REQUEST, THREE NOTCH GROUP WILL PROVIDE ELECTRONIC CIVIL DESIGN FILES IN .DWG FORMAT.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL BENCHMARKS AND PROPERTY CORNERS. ANY REPLACEMENT WILL BE AT THE CONTRACTOR'S EXPENSE.
5. JOB SITE SHALL BE CLEANED ON A DAILY BASIS. THE CONTRACTOR SHALL RESTORE ALL AREAS, WHETHER PUBLIC OR PRIVATE, AS SOON AS PRACTICABLE FOLLOWING COMPLETION OF PARTICULAR CONSTRUCTION ACTIVITIES.
6. ALL CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE PARKED AND STORED AT AN OWNER APPROVED LOCATION WITHIN THE PROJECT LIMITS. PARKING AND STORAGE LOCATIONS SHALL BE OUTSIDE OF ANY ACCESS DRIVES AND, IN ORDER TO PROTECT TREES, OUTSIDE OF TREE DRIP LINES.
7. ALL ACCESSIBLE PATHS, ROUTES, PARKING, RAMPS, CROSSWALKS, SIGNS, SYMBOLS, AND MARKINGS SHALL CONFORM TO THE CURRENT ADA STANDARDS FOR ACCESSIBLE DESIGN.
8. ALL PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD DRAWINGS AND SPECIFICATIONS.
9. DIMENSIONS SHOWN ALONG CURB AND GUTTER ARE TO **BACK OF CURB** UNLESS NOTED OTHERWISE.
10. COORDINATE ALL ELECTRICAL IMPROVEMENTS TO AVOID CONFLICT WITH PROPOSED DESIGN AND EXISTING UTILITIES.
11. A JOB TRAILER MAY BE PERMITTED GIVEN THAT A PLAN IS PROVIDED TO THE OWNER AND APPROVED IN WRITING. THE PLAN MUST DETAIL PLACEMENT, UTILITIES, A SCHEDULE TO MOBILIZE/DEMOBILIZE AND ANY NECESSARY PERMITS BY OTHERS.
12. EXISTING ADA HANDICAP SIGNS SHALL BE RELOCATED TO THE LOCATION REQUIRED AS SHOWN IN THE PLANS. THE COST OF THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE.

GRADING AND DRAINAGE NOTES

1. EXISTING DRAINAGE SYSTEMS SHALL REMAIN FULLY OPEN THROUGHOUT THE PROJECT DURATION. REMOVE ALL SEDIMENT AND CLEAN EXISTING STORM STRUCTURES WHETHER SHOWN ON PLANS OR NOT. THESE STRUCTURES INCLUDE, BUT NOT LIMITED TO, FLUMES, INLETS, PIPES, JUNCTION BOXES, AND ALL DITCHES.
2. ANY DISTURBANCE OR DAMAGE TO EXISTING DRAINAGE SYSTEMS AND STRUCTURES SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER AND THE CITY, COUNTY, AND/OR STATE AT NO ADDITIONAL COST TO THE OWNER.

UTILITY NOTES

1. NEITHER THE OWNER NOR THE ENGINEER MAKES ANY EXPRESSED OR IMPLIED GUARANTEE OF THE ACCURACY OF UTILITIES SHOWN OR ANY GUARANTEE THAT ALL UTILITIES LOCATED WITHIN THE CONSTRUCTION AREA ARE SHOWN HEREIN.
2. AT A MINIMUM, THE CONTRACTOR SHALL CALL SUNSHINE 811 BY CALL AT 811 FOR UTILITY MARKING PRIOR TO COMMENCING CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE COMMENCING WORK. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL COORDINATE ALL WORK ADJACENT TO EXISTING UTILITY POLES AND GUY WIRES WITH THE LOCAL POWER COMPANY. THE CONTRACTOR SHALL CONTACT THE LOCAL POWER COMPANY TO HOLD SAID UTILITY POLES/GUY WIRES DURING BORING OR OPEN CUT OPERATIONS. THE COST OF THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE.
5. THE CONTRACTOR SHALL COORDINATE ALL TIE-INS, CONNECTIONS, OUTAGES, AND VALVING OPERATIONS WITH THE UTILITY OWNER. THE CONTRACTOR SHALL GIVE 72 HOURS NOTICE TO THE UTILITY OWNER OF WHEN SUCH OPERATIONS ARE TO TAKE PLACE.
6. THE CONTRACTOR SHALL COORDINATE WITH AND PROVIDE REASONABLE NOTICE TO RESIDENTS AND BUSINESSES OF UTILITY SERVICE OUTAGES PRIOR TO BEGINNING SUCH OPERATIONS. NO RESIDENT OR BUSINESS SHALL BE LEFT WITH OUT SERVICE OVERNIGHT.
7. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY LOCATIONS WITH THE LOCAL UTILITIES. CONTACT WITH EACH UTILITY SHOULD BE MADE BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.

ASPHALT, CORING AND THICKNESS VERIFICATION

1. THE CONTRACTOR SHALL PERFORM ASPHALT PAVEMENT CORING AT FIVE (5) LOCATIONS AS SHOWN ON THE PLANS. ALL EQUIPMENT, LABOR, MATERIALS, AND INCIDENTALS NECESSARY TO COMPLETE THE CORING SHALL BE CONSIDERED SUBSIDIARY TO THE ASPHALT PAY ITEM; NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS WORK.
2. THE ONSITE INSPECTOR MUST BE PRESENT DURING THE CORING OPERATIONS
3. UPON COMPLETEION OF THE CORES, THE ENGINEER WILL EVALUATE THE ASPHALT THICKNESS TO DETERMINE HETHER THE EXISTING PAVEMENT STRUCTURE IS ADEQUATE FOR THE PROPOSED PLANING AND RESURFACING OPERATIONS.

   OPTION A. IF THE MEASURED ASPHALT THICKNESS IS SUFFICIENT, THE WORK WILL PROCEED AS SHOWN IN THE PLANS, INCLUDING PLANING AND RESURFACING.

   OPTION B. IF THE ASPHALT THICKNESS IS FOUND TO BE INSUFFICIENT, PLANING WILL BE OMITTED, AND THE CONTRACTOR WILL PERFORM RESURFACING ONLY, AS DIRECTED BY THE ENGINEER.
4. ALL CORE HOLES SHALL BE BACKFILLED AND PATCHED IN ACCORDANCE WITH STANDARD PRACTICE AND TO THE SATISFACTION OF THE ENGINEER.

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NO.	REVISION/SUBMISSION	DATE:

TIMOTHY JACK KELLEY LICENSE No. 95371 STATE OF FLORIDA PROFESSIONAL ENGINEER
12/11/2025

COA: 4099
ADDRESS:
11 W COURT SQUARE
ANDALUSIA, AL 36420
P.O. BOX 278 (36420)
PH: (334) 222-9431

THREE NOTCH GROUP

FINAL DRAWING - ISSUED FOR CONSTRUCTION

PARKING IMPROVMENTS ALONG BALDWIN AVENUE
DEFUNIAK SPRINGS COMMUNITY REDEVELOPMENT AGENCY
DEFUNIAK SPRINGS, FL 32435

PROJECT NO: R0080625001
DATE: 2025/12/11
SCALE: AS SHOWN
SHEET NO: C-101
DRAWING TITLE: NOTES AND LEGEND

Y:\Shared\3_ENGR\R0080625015_DEfUNIACAD\Sheets\5_NOTES_LEGEND.dwg

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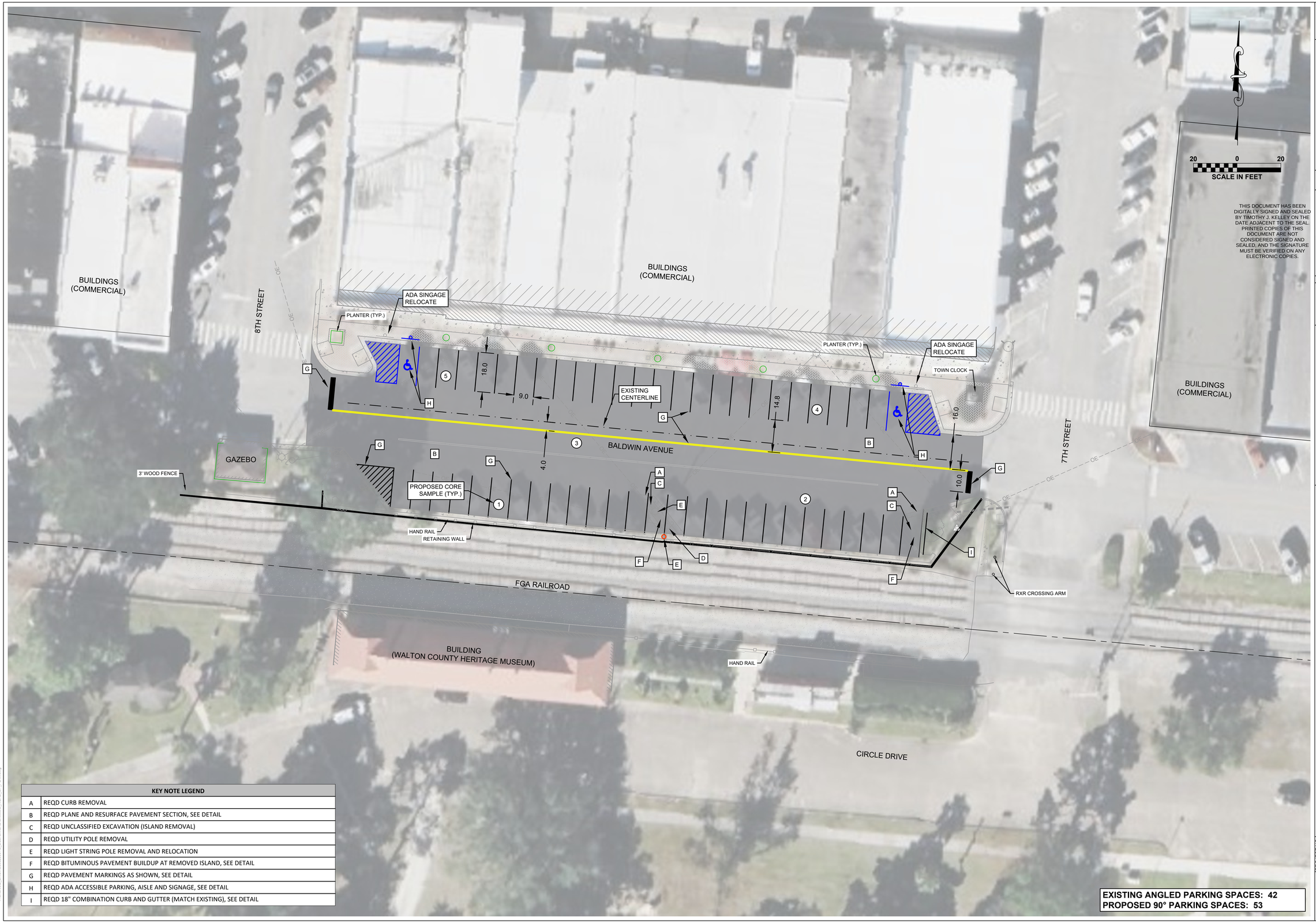

KEY NOTE LEGEND	
A	REQD CURB REMOVAL
B	REQD PLANE AND RESURFACE PAVEMENT SECTION, SEE DETAIL
C	REQD UNCLASSIFIED EXCAVATION (ISLAND REMOVAL)
D	REQD UTILITY POLE REMOVAL
E	REQD LIGHT STRING POLE REMOVAL AND RELOCATION
F	REQD BITUMINOUS PAVEMENT BUILDUP AT REMOVED ISLAND, SEE DETAIL
G	REQD PAVEMENT MARKINGS AS SHOWN, SEE DETAIL
H	REQD ADA ACCESSIBLE PARKING, AISLE AND SIGNAGE, SEE DETAIL
I	REQD 18" COMBINATION CURB AND GUTTER (MATCH EXISTING), SEE DETAIL

EXISTING ANGLED PARKING SPACES: 42
PROPOSED 90° PARKING SPACES: 53

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NO.	REVISION/SUBMISSION	DATE:

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LICENSE
No. 95371
STATE OF FLORIDA
PROFESSIONAL ENGINEER
12/11/2025

COA: 4099

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ANDALUSIA, AL 36420
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PH: (334) 222-9431

THREE NOTCH GROUP

FINAL DRAWING - ISSUED FOR CONSTRUCTION

PARKING IMPROVMENTS ALONG BALDWIN AVENUE
DEFUNIAK SPRINGS COMMUNITY REDEVELOPMENT AGENCY
DEFUNIAK SPRINGS, FL 32435

PROJECT NO: R869825001
DATE: 2025/12/11
SCALE: AS SHOWN
SHEET NO: C-301
DRAWING TITLE: SITE PLAN

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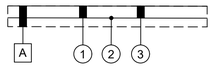
AREA TO PLANE AND RESURFACE
(AREA TO BE DETERMINED BY CORING SAMPLES PROVIDED BY CONTRACTOR)



A IN PLACE BITUMINOUS PAVEMENT

1 PLANING (APPROX. 1.5" THICK)

2 TACK COAT, (0.09 GAL/SY)

3 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, (1.5" THICKNESS)(APPROX. 165 LBS./S.Y.)

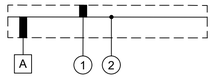
PLANE AND RESURFACE PAVEMENT SECTION "OPTION A"

NOT TO SCALE

B



AREA TO RESURFACE
(AREA TO BE DETERMINED BY CORING SAMPLES PROVIDED BY CONTRACTOR)



A IN PLACE BITUMINOUS PAVEMENT

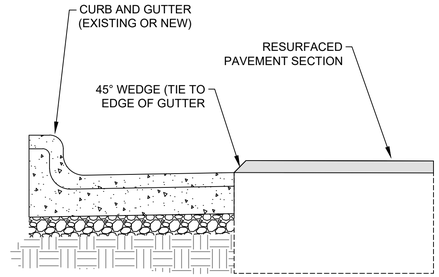
1 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, (1.5" THICKNESS)(APPROX. 165 LBS./S.Y.)

2 TACK COAT (0.09 GAL/SY)

RESURFACE PAVEMENT SECTION "OPTION B"

NOT TO SCALE

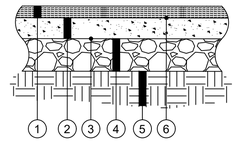
B



RESURFACING ASPHALT WEDGE DETAIL

NOT TO SCALE

B



1 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER (1.5" THICKNESS)(APPROX. 165 LBS./S.Y.)

2 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER (2.5" THICKNESS)(APPROX. 275 LBS./S.Y.)

3 BITUMINOUS SURFACE TREATMENT "A"

4 BASE COURSE, CRUSHED AGGREGATE BASE COURSE, 6" COMPACTED THICKNESS

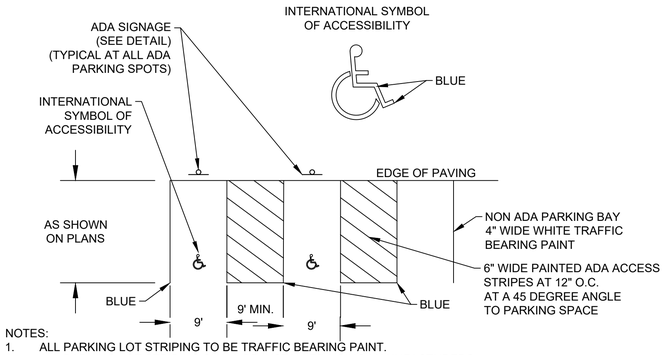
5 SUB-GRADE (COMPACTED 98% STANDARD PROCTOR)

6 TACK COAT (0.09 GAL/SY)

BITUMINOUS PAVEMENT SECTION

NOT TO SCALE

F



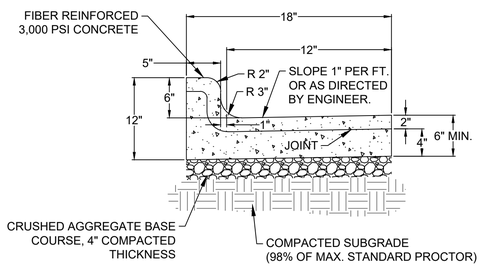
NOTES:

1. ALL PARKING LOT STRIPING TO BE TRAFFIC BEARING PAINT.
2. ALL PARKING LOT STRIPING SHALL BE INSTALLED USING MANUFACTURERS SPECIFICATIONS.
3. PAINT COLOR TO BE ADA COMPLIANT BLUE
4. ALL PARKING LOT STRIPING TO BE A MIN. OF 4" WIDE UNLESS OTHERWISE NOTED.
5. ALL OTHER PARKING LOT STRIPING TO BE WHITE UNLESS OTHERWISE NOTED
6. ALL PARKING LOT STRIPING TO BE APPLIED IN TWO COATS

TYPICAL STRIPING DETAILS

NOT TO SCALE

H



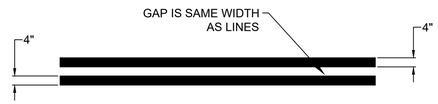
NOTES:

1. CUT 1/2" TRANSVERSE DUMMY JOINTS AT 6'-0" O.C.
2. EXPANSION JOINTS REQUIRED EVERY 30' O.C. AND AT COLD JOINTS. MATERIAL SHALL BE NOMAFLEX JOINT FILLER (OR APPROVED EQUAL).
3. FIBER REINFORCEMENT TO BE ABC ABC FIBER FORCE (OR APPROVED EQUAL) @ 1 LB./C.Y.

18" COMBINATION CURB & GUTTER

NOT TO SCALE

I

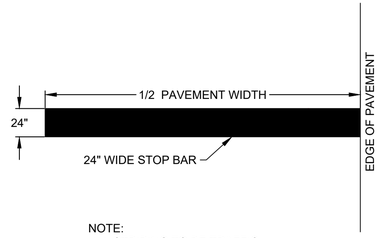


NOTE:
CENTERLINE STRIPING SHALL BE YELLOW BEARING PAINT THAT MEETS MUTCD STANDARDS, APPLIED IN TWO COATS.

SOLID DOUBLE CENTERLINE STRIPING

NOT TO SCALE

G



NOTE:
ALL STRIPING TO BE TRAFFIC BEARING PAINT THAT MEETS MUTCD STANDARDS, APPLIED IN TWO COATS.

STOP BAR STRIPING

NOT TO SCALE

G

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NO.	REVISION/SUBMISSION	DATE:

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THREE NOTCH GROUP

FINAL DRAWING - ISSUED FOR CONSTRUCTION

PARKING IMPROVMENTS ALONG BALDWIN AVENUE

DEFUNIAK SPRINGS COMMUNITY REDEVELOPMENT AGENCY

DEFUNIAK SPRINGS, FL 32435

PROJECT NO: 0608025001
DATE: 2025/12/11
SCALE: AS SHOWN
SHEET NO: C-801
DRAWING TITLE: PROJECT DETAILS

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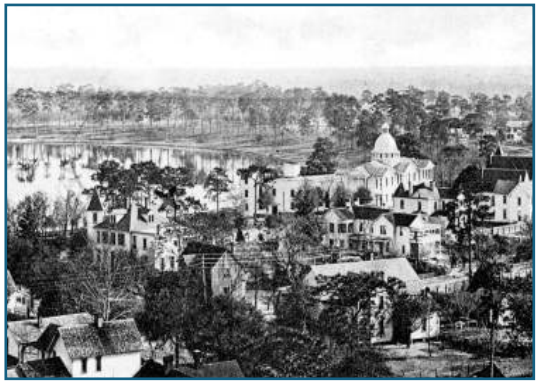
DeFuniak Springs Historic Districts

Design Standards

A Handbook for the Preservation

of DeFuniak Springs' Historic Resources







DeFuniak Springs Historic Districts Design Standards

A Handbook for the Preservation of DeFuniak Springs' Historic Resources

This document has been prepared for the City of DeFuniak Springs with the primary assistance of the DeFuniak Springs Community Redevelopment Agency, Community Redevelopment Agency Board, City Council, and the Community Development Department.

2026

City of DeFuniak Springs Mayor

Robert "Bob" Campbell, Mayor

City of DeFuniak Springs City Council

Todd Bierbaum, Council Member, Seat 1

Josh Sconiers, Council Member, Seat 2

Amy Heavilin, Council Member, Seat 3

Glen Harrison, Council Member, Seat 4

Dan Cosson, Council Member, Seat 5

City of DeFuniak Community Development Department

Chris Wallace, Planning Director, AICP

Lisa Gierlinski, Planning Administrative Assistant

Chris Strawn, Code Enforcement Officer

City of DeFuniak Springs Community Redevelopment Agency Board

Reynolds Henderson, Chair. Appointed by Councilman Todd Bierbaum.

Cathy Mosley, Vice-Chair. Appointed by Councilman Henry Ennis.

Lothar Newsome. Appointed by Councilwoman Amy Heavlin.

Donald Graham**.** Appointed by Councilman Josh Sconier.

Bruton Campbell-Work. Appointed by Councilman Tony Vallee.

Rob Hamilton, Executive Director

Frequently Asked Questions When Living in a Historic District

If your property is located within a DeFuniak Springs local historic district, it must comply with the requirements of the DeFuniak Springs Municipal Code, Ordinance No. 881, Section 18-55.1, which governs the protection of historic and archaeological resources.

What is a Historic District?

A historic district is a clearly defined area that contains a significant concentration of buildings, structures, sites, spaces, or objects that share an important history or a common look and character. These areas may be significant because of past events, how they developed over time, their architecture, building materials, craftsmanship, or the overall way the area feels and looks as a whole. A historic district may be officially recognized by being listed on a local, state, or national historic register. In many cases, it is also legally protected by a local historic district ordinance, which is enforced by a designated city or county official.

Will local historic designation affect the use of my property?

No. How your property may be used is regulated by the DeFuniak Springs Zoning Ordinance. Any uses permitted under your property's zoning are not changed by historic district or landmark designation.

Does living in a Historic District or owning a designated Landmark mean I can't make changes to my property?

No. You are allowed to make changes to your property. However, if your property is located in a local historic district or is an individual landmark, certain exterior changes must be reviewed first. For significant exterior changes, you will need approval in the form of a Certificate of Appropriateness (COA) from the DeFuniak Springs Planning Director. This review helps ensure that any changes respect the historic character of the building, the property, and the surrounding district.

What is a Certificate of Appropriateness?

A Certificate of Appropriateness, or COA, is a type of approval issued by the Planning Director. It is required before a property owner makes significant exterior changes to a property located within a DeFuniak Springs local historic district. These changes typically include new construction, exterior alterations, or demolition.

What information is required to submit a COA?

A COA application includes general contact information, the address of the property, historic district identification, and a proposed activity request statement. Depending on the proposed project, an applicant could also be required to submit any or all of the following: construction drawings; samples of proposed materials, including textures and colors; a site plan; photographs of the structure to be altered; and in the case of new construction, photographs of contiguous properties.

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Chapter 1. Introduction to Historic Preservation

1.1. Purpose of Design Standards

The purpose of design standards and best practices for historic buildings is to promote the preservation of the historic character of the built environment while ensuring that new construction and additions are compatible with their historic surroundings.

These standards and best practices are intended to help property owners make appropriate decisions regarding exterior changes to historic buildings, regardless of whether they are officially listed in the Local or National Register of Historic Places or not. For properties individually listed or contributing to a historic district, the standards and recommended treatments in this document are based on the Secretary of Interior's Standards for the Treatment of Historic Properties and therefore will help inform the regulatory decisions made by the Planning Director in design review and permitting actions.

For properties that are not listed or are non-contributing to a historic district, these standards can be considered "guidelines" that property owners are encouraged but not mandated to follow. By voluntarily following the design standards and best practices detailed in this document, DeFuniak Springs residents and business owners can help ensure their decisions do not negatively impact surrounding properties or the overall character of the neighborhood and city.

The expectation of these design standards is not to require the restoration of any previous alterations that would no longer be appropriate but to focus on future exterior alterations.

a) Who Should Use This Document?

The DeFuniak Springs Planning Director and city staff will reference these standards to help make decisions on Certificate of Appropriateness (COA) applications as well as to advise property owners of historic buildings within the DeFuniak Springs local historic districts on appropriate courses of action.

This document also serves as a manual for anyone planning to make exterior changes to a property within the City's historic districts. Applicants who consult this document and seek guidance from the staff at the Community Development Department during the planning stages of their projects may be more assured that their proposals will comply with the City's Municipal Code and will be approved by the Planning Director.

b) How to Use This Document

This document should be used as a manual to evaluate the appropriateness of proposed work on the exterior of contributing and non-contributing buildings in the local historic districts in DeFuniak Springs. Additionally, this document should serve as a manual to owners of historic properties as they plan and implement repairs, renovations, or new construction projects.

Chapter 1 introduces Historic Preservation, Design Standards, and information on the benefits and financial incentives of preservation for a community.

Chapter 2 contains background information on the history of DeFuniak Springs and an introduction to the City's National Register and local historic districts as well as information on contributing vs. non-contributing property designation.

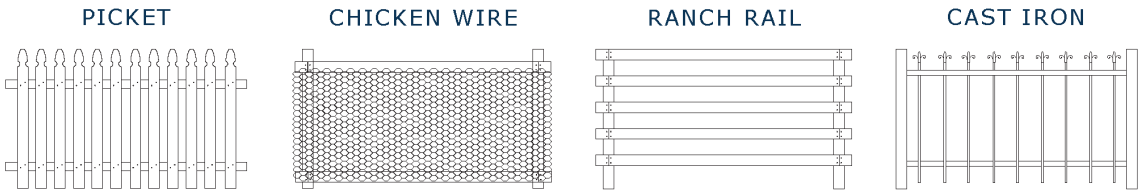
Chapter 3 presents an architectural style guide to determine the building type, architectural style, and associated features of a historic property.

Chapter 4 contains all design standards for planning a successful project within DeFuniak Springs, including exterior alterations, new construction, streetscape elements, and signage. Visuals, like the "Best Practices" box and fencing type diagram seen below, are included throughout this chapter. These visuals provide exterior work examples that a property owner can use as a framework to plan an exterior project on a property in one of the historic districts of DeFuniak Springs.

Chapter 5 provides standards for the demolition and relocation of structures and buildings within a historic district.

Chapter 6 includes guidance on replacement in-kind vs. substitute materials and variables to consider when deciding which approach is appropriate for an exterior project.

Best Practices



1.2. Benefits of Historic Preservation

The preservation of historic buildings can play a role in the economic development of DeFuniak Springs by making it a more desirable place to live and work, and by encouraging place-making and place-keeping that can help draw in new visitors to the city. Besides preserving the outward historical appearance, historic preservation provides a number of social, economic, and environmental benefits.

a) Social and Economic

Historic resources are existing buildings, sites, and landscapes which are connected to a city's existing infrastructure. They were constructed with workmanship and materials which are often superior to new construction, including old growth lumber and forgotten construction techniques. As such, they typically have a longer lifespan (100 years +) when compared to new construction (30-40 years on average). Existing historic buildings are tied into existing infrastructure and utilize existing public investments including roads and sewers thereby reducing impact costs which apply to new construction. The rehabilitation of existing structures often compares very favorably to new construction for this reason.

Historic preservation can help to stimulate the local economy by providing jobs. Rehabilitation projects provide more local jobs as compared to new construction, as a larger percentage of the project cost is for labor. The same cannot typically be said of new construction due to the widespread and common use of prefabrication, which effectively outsources work from beyond the local economy. Additionally, historic districts tend to attract more retail businesses and restaurants due to their unique atmospheres and walkability. Attracting businesses to commercial heavy districts like the Downtown Business District results in an increase in employment opportunities at a local level.

Studies have consistently shown that communities with preserved or revitalized historic neighborhoods have higher property values which prove more stable



Figure 1: The revitalization of historic downtown buildings can act as a major draw for entertainment and activity.



Figure 2: Restoration aligns with sustainable practices by reusing existing structures, minimizing waste, and conserving resources. (Source: BrandTouch).

over time. Such neighborhoods improve the local municipal tax base and are indicators of a healthy community which can attract relocating existing businesses and new startups to the area.

Historic preservation is also closely linked to development investment and tourism. Well preserved historic buildings and districts set DeFuniak Springs apart from communities filled with new construction, which tend to lack "personality" or individual distinction. Heritage tourism attracts engaged visitors who seek local businesses for their travel needs and entertainment purposes. "Nearly all expenditures of tourists fall into five categories: lodging; food and beverage; local transportation; retail purchases; and entertainment/admissions/amusements" which are often directly linked to the small businesses of a town or city. Heritage tourism therefore stimulates the economy by encouraging localized spending.

b) Environmental

Historic preservation is inherently sustainable as it makes use of existing buildings and infrastructure to the greatest extent possible. Waste materials from demolition and construction projects comprise approximately 25% of the waste in American landfills. Historic buildings contain embodied energy, which is the energy associated with extracting, processing, manufacturing, transporting, and assembling building materials. Demolishing a historic building that could otherwise be utilized for a productive purpose wastes a significant amount of energy which had been in use for decades, while replacing it with new construction, often utilizing inferior materials, wastes even more energy.

Demolishing usable structures is not only wasteful, but it also risks losing historic resources that incorporate unique, regionally responsive energy-saving features. Many historic buildings include inherent efficiency elements – such as operable windows, clerestories, skylights, interior courtyards, rooftop ventilators, cupolas, and thick masonry walls – that provide natural light and ventilation and reduce reliance on mechanical systems and electric lighting. In Florida, large operable windows – especially double-hung sash windows – along



Figure 3: Restoring a historic railroad depot can revitalize a downtown area by creating a sense of community pride in its history, thereby improving the overall vitality of the area.

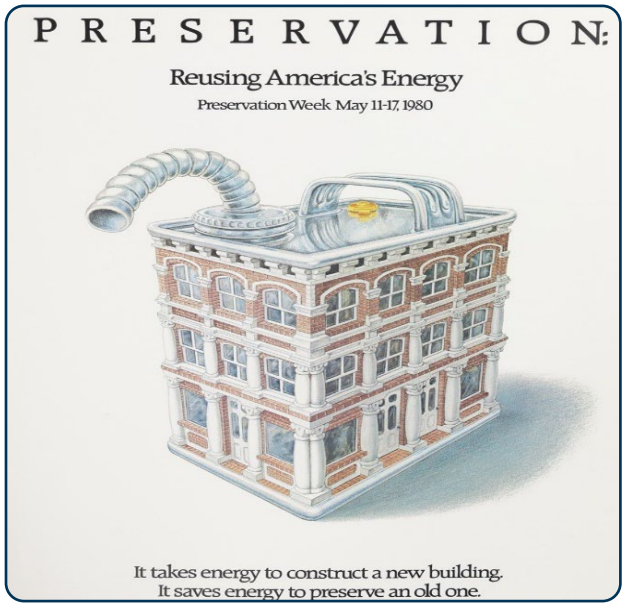


Figure 4: Historic preservation minimizes embodied energy by reusing existing buildings. (Source: National Trust for Historic Preservation, 1980).

with central hall plans, tall ceilings, and landscape features such as large shade trees were traditionally used to promote cooling and reduce solar heat gain. When necessary, existing historic buildings can also be retrofitted to improve energy efficiency.

The Research & Policy Lab of the National Trust for Historic Preservation conducted a study demonstrating that historic buildings and newly constructed "green gizmo" structures differ significantly in their environmental impact. One significant finding was that it takes 10-80 years of operating savings of a "green gizmo building to recoup the negative climate change impacts of the [building's] construction. Almost every building typology in every region of the country demonstrated a better environmental outcome through adaptive reuse than with demolition and new construction."

c) Other Benefits

In addition to social, economic, and environmental benefits, historic preservation helps a community to maintain a distinct sense of place. The preservation of historic buildings and districts helps to maintain a physical connection to community heritage and promote heritage tourism, attracting visitors and recreational activities to the area. Urban revitalization is also linked to the retention of historic buildings in downtown areas as these rehabilitated spaces attract more businesses and restaurants resulting in increased foot-traffic.

Preserving the historic character of a neighborhood or district enhances visual appeal and can improve overall quality of life. Historic districts often encourage higher-quality design in new construction, additions, and renovations. Living or working in an attractive, well-designed environment can also provide psychological benefits for residents.

1.3. Historic Preservation Financial Incentives

a) Historic Rehabilitation Tax Credit Program

Following the Secretary of the Interior's Standards for Rehabilitation may make property owners eligible for financial incentives, including historic tax credits. One such incentive is the federal Historic Tax Credit program, which offers a 20 percent tax credit for qualifying income-producing properties.

The program is administered by the National Park Service (NPS) in partnership with State Historic Preservation Offices (SHPOs). To qualify, a property must be considered a "certified historic structure," meaning it is listed in, eligible for listing in, or contributes to a district listed in the National Register of Historic Places, as determined by the NPS. All rehabilitation work must comply with the Standards and is reviewed by the SHPO as part of the tax credit approval process.

Additional guidance on the Historic Tax Credit program is available through the Florida Division of Historical Resources. While the DeFuniak Springs area includes both nationally and locally designated historic districts – the nationally listed and one of the locally listed both named DeFuniak Springs Historic District – only properties located within the nationally designated district are eligible for the federal tax credit. The boundaries of this district are shown in **Appendix C**.

b) Property Tax Exemption for Historic Properties

In 1997, the State of Florida passed legislation allowing counties and municipalities to create property tax exemption programs for historic properties. Under this law, local governments may exempt up to 100 percent of the increase in a property's assessed value resulting from approved improvements. The exemption may remain in effect for up to ten years. The exemption applies only to the portion of property taxes levied by the government granting it. For example, if the City of DeFuniak Springs grants a tax exemption, only city property taxes would be reduced. County and federal taxes would not be affected.

To qualify, the exemption must be associated with an approved rehabilitation or restoration of a historic property. As with the federal historic tax credit program, all work must comply with the Secretary of the Interior's Standards for Rehabilitation. Eligible properties include commercial or residential buildings that are listed in the National Register of Historic Places, contribute to a listed historic district, or are designated as local historic resources.

Property owners must also place a covenant on the property for the duration of the exemption. This covenant restricts future alterations to ensure that the historic features and approved rehabilitation work are preserved. Beyond this local option, the State of Florida does not offer additional financial incentives for historic preservation.

Applications for local property tax exemptions are reviewed either by a local preservation office in jurisdictions that are Certified Local Governments (CLGs) or by the Florida Division of Historic Resources in areas that are not CLGs. Because DeFuniak Springs is not currently a CLG, any future applications for local property tax exemptions would be reviewed by the Florida Division of Historical Resources.

c) Main Street America Program

Additional financial incentives are available through the Main Street America program, which in Florida is administered by Florida Main Street. Florida Main Street is a statewide program designed to support the revitalization of downtown areas. Through the Main Street Historic Tourism and Revitalization Act, certified Florida Main Street communities may offer state rehabilitation tax credits for historic properties. These incentives include a 20 percent tax credit for certified historic structures and a 30 percent tax credit for certified historic structures located within the official district boundaries of an active Florida Main Street community.

As with federal historic tax incentives, eligible rehabilitation projects must comply with the Secretary of the Interior's Standards and involve a certified historic structure. Main Street DeFuniak Springs is a recognized Florida Main Street community.

d) Community Redevelopment Agency Growth and Development Assistance Program

The DeFuniak Springs Community Redevelopment Agency (CRA) provides funding for eligible development and property improvements within the CRA review area through its Growth and Development Assistance Program, which was approved by the CRA Board on November 30, 2022. The CRA currently offers the following six grants:

- Income-Based Hazardous Tree Removal Grant
- Income-Based Roofing Improvement Grant
- Residential Development Incentive Grant
- Residential Site and Building Improvement Grant
- Commercial Site and Building Improvement Grant
- Site Cleanup Grant

Grant funds are disbursed only after the improvement project has been completed and passed final inspection. Funds are appropriated annually through the CRA budget and are awarded on a first-come, first-served basis, subject to the availability of allocated funds. For further information visit the city's website or to schedule an appointment, please contact the Executive Director, at CRADirector@DeFuniakSprings.net.

1.4. The Secretary of the Interior's Standards for the Treatment of Historic Properties

The Secretary of the Interior's Standards for the Treatment of Historic Properties (Department of Interior regulations, 36 CFR 68) are federal guidelines that describe how appropriate alterations and new construction should be completed on historic buildings. Their purpose is to help building owners, managers, architects, contractors, preservation specialists, and reviewers understand what to consider before starting any changes or repairs to a historic property.

The Secretary of the Interior identifies four primary approaches to working with historic buildings: **Restoration**, **Preservation**, **Rehabilitation**, and **Reconstruction**. When a historic building has been poorly maintained or has lost important original features, it is especially important to determine which approach – or combination of approaches – should be used before work begins. These Standards focus primarily on rehabilitation projects; for other types of work, refer to the Secretary of the Interior's Standards for Restoration or Standards for Preservation.

The **Standards for Rehabilitation** (Department of Interior regulations, 36 CFR 67) are a specific set of rules within these federal guidelines. They are legally required for projects using the federal Historic Rehabilitation Tax Credit and are also commonly used by local historic district commissions across the country. These standards are to be applied to individual projects in a practical way, taking into account what is technically possible and financially reasonable. The standards are as follows:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



Figure 5: Streetscape along Circle Drive in the DeFuniak Springs Historic District, c. 1914.

Chapter 2. Preservation in DeFuniak Springs

2.1. Brief History of the City of DeFuniak Springs

For thousands of years, the area now known as DeFuniak Springs and Walton County was inhabited by the Muscogee and Euchee peoples. The first sustained European contact occurred between 1763 and 1783, when the region was part of British West Florida. During this period, British settlers became the first English speaking residents to establish permanent settlements in the area, with most primarily farmers and fishermen living along the southern coastal portion of the county. Around 1820, Scottish settlers from the Carolina backcountry moved inland and established communities in what would later become the DeFuniak Springs area.

On March 4, 1881, the Florida State Legislature incorporated the Pensacola and Atlantic Railroad, prompting a survey team led by W. D. Chipley to depart from Pensacola to map the railroad's route. During the survey, the team encountered what would later become Lake DeFuniak. Chipley declared the location ideal for a town and designated it as a future stop along the railroad. The area was officially named Lake DeFuniak in honor of Frederick DeFuniak, who was then president of the Pensacola and Atlantic Railroad. In 1891, the railroad became a subsidiary of the Louisville and Nashville Railroad.

Chipley, T. T. Wright, C. C. Banfill, W. J. Van Kirk, and several others worked to transform a small railroad stop into a town by forming the Lake DeFuniak Land Company in 1885. They began selling real estate and experimenting with ways to attract visitors to the health and hunting resort they envisioned. In 1883, while attending the Chautauqua Institution in New York, Van Kirk learned that its leaders were seeking a winter location to extend their program. After meeting with Chautauqua organizers and returning to Lake DeFuniak, the group decided the program would be an ideal attraction to draw people to the new village. Chautauqua was a national adult education and social movement that brought lectures, entertainment, and cultural programming to communities,



Figure 6: DeFuniak Springs Railroad depot, c. 1908 (Source: Florida Memory).



Figure 7: Lake DeFuniak, one of two spring-fed lakes in the world that is nearly perfectly round (Source: Florida Memory).

featuring speakers, teachers, musicians, preachers, and other prominent figures of the era. The movement reached its peak in the late nineteenth and early twentieth centuries.

In 1885, the Florida Legislature approved the incorporation of the Florida Chautauqua Association, and in 1885 Lake DeFuniak officially opened its resort campus for a seasonal, multi week event known as the Florida Chautauqua Assembly. Modeled after the New York Assembly, the program featured a season of lectures, classes, and performances and became known as the Winter Assembly in the Land of Summer. The campus included a hotel, amphitheater, college building, residences, and an auditorium. The Florida Chautauqua Association operated in DeFuniak Springs, which was renamed Lake DeFuniak in 1886, until 1936, with its final annual Assembly held in 1928.

During its early years, DeFuniak Springs became known as the educational center of the South. The Florida Teachers Association was founded in the town in 1886. In 1887, the state established the State Normal School in DeFuniak Springs as a free college for training teachers, and it operated there until 1905. McCormick University was also founded in the town but operated only from 1886 to 1888, when its buildings were destroyed by a hurricane. Palmer College was established in 1907 and remained in operation until 1936. DeFuniak Springs was also home to DeFuniak Business College, a preparatory school for the State Normal School, and the Thomas Industrial Institute (1913-1924).

After the Chautauqua movement ended, DeFuniak Springs remained a destination for those seeking cultural enrichment. Many of the qualities that made the town popular in its early years are still present today. It continues to be a quiet, friendly community that hosts cultural events such as the Florida Chautauqua Assembly, Florida Chautauqua Theater, Grit and Grace, and various arts and crafts organizations, all contributing to a strong sense of community. The historic streetscape and many of its buildings have changed very little over time.

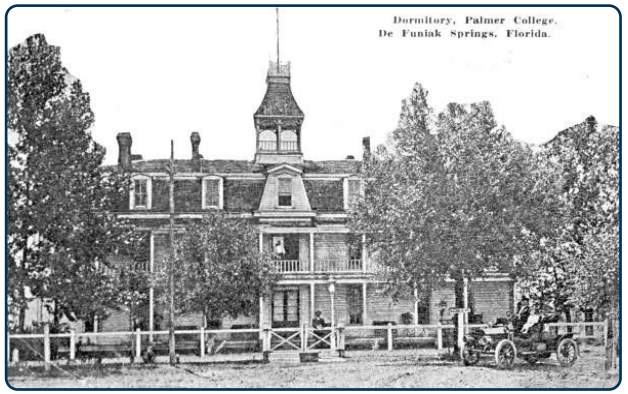


Figure 8: A dormitory for Palmer College, c. 1914 (Source: Florida Memory).



Figure 9: The Chautauqua Auditorium seen across the lake, c. 1937 (Source: Florida Memory).

2.2. National Register of Historic Places and Local Designation: Districts and Individually Listed Resources

The National Register of Historic Places is a list maintained by the National Park Service which contains historical or archaeological properties including buildings, structures, sites, objects, and districts, that are considered worthy of preservation because of their local, statewide and/or national significance. Nominations for properties in Florida are submitted to the National Park Service through the Florida Department of State's Division of Historical Resources. Florida has over 1,700 listings on the NRHP, including 295 historic districts and 175 archaeological sites. There are more than 50,000 sites contributing to the National Register of Historic Places in Florida.

Under federal law, owners of private property listed in the NRHP are free to maintain, manage, or dispose of their property as they choose, provided that there is no federal involvement. Local governments can adopt a historic preservation-zoning ordinance, which enables them to designate properties and districts of historical or architectural significance. Local designation provides protection of character-defining exterior features of a property. "Character-defining" pertains to those architectural materials and features of a building that define the historic nature of that building. Such features may include the form of the building, exterior cladding, roof materials, door and window design, cornice, etc.

The City of DeFuniak Springs currently has one National Register designated historic district (DeFuniak Springs Historic District) and three locally designated historic districts (DeFuniak Springs Historic District, Dorsey Avenue Historic District, and Downtown Business District). The three locally designated historic districts are all subject to the provisions of Ord. No. 881, § 18-55.1, Historical and Archaeological Resource Protection of the DeFuniak Springs Municipal Code. The following is a list of individually listed properties on the National Register of Historic Places within DeFuniak Springs. Those highlighted are located within the boundaries of the locally designated DeFuniak Springs Historic District.

- Perry L. Biddle House,
  203 Scribner Avenue
- **Chautauqua Hall of Brotherhood**,
  95 Circle Drive
- **Lakeside Hospital**,
  1290 Circle Drive
- **Sunbright**,
  30 Live Oak Avenue West

a) Contributing vs. Non-Contributing Designation

Boundaries of historic districts contain both contributing and non-contributing resources. "Contributing" is a classification applied to a site, structure, or object signifying that it contributes generally to the qualities that give the historic district cultural, historic, architectural, or archeological significance. Contributing resources include buildings that are of a historic age and retain enough of their original building features (windows, siding, doors, trim, etc.) to "read" as a historic building.

Buildings considered "non-contributing" include those that have been significantly altered or erected outside the historic period. Because non-contributing properties do not have architectural elements which contribute to the historic character of the district, there is more flexibility over changes to a non-contributing property when the Planning Director reviews COA applications. Non-contributing properties within the historic districts of DeFuniak Springs are still required to submit an exterior work application because alterations to non-contributing properties still have the potential to adversely affect the district as a whole.

A building may be considered **non-contributing** to a historic district if:

- It was built after the district's historic period.
- It has been moved from its original location.
- Too many of its original features have been removed or changed, such as windows, doors, porches, roof details, or decorative trim.
- Changes have altered the building's original shape or size.
- Modern materials or designs do not match the building's historic character.
- Additions or alterations overpower or hide the original building.
- It no longer looks or feels historic because of the changes made.
- It does not fit visually with the surrounding historic buildings.



Figure 10: Before (top) and after (bottom) example of how the loss of building's character-defining details - in this case the removal of a residence's original cornice dentils, windows, part of the chimney stack, and the enclosure of its porch - damages the integrity of a historic building and could result in it no longer contributing to a historic district.

b) Local Historic Districts in DeFuniak Springs

DeFuniak Springs Historic District

The DeFuniak Springs Historic District is primarily residential, but it also includes numerous commercial, institutional, and religious buildings, as well as a historic railroad depot and a meeting hall.

The district's contributing resources are significant for both their architectural character and historical associations. Many buildings are two- and one-half stories tall, though some are smaller in scale. Vernacular wood and masonry construction predominates, with notable examples of Neo-Classical Revival, Colonial Revival, Gothic Revival, Queen Anne, and Craftsman architecture.

The historic development of the district spans from 1884, when the earliest surviving building was constructed, through 1940, marking the end of Depression era growth, which slowed with the onset of World War II. Although several small subdivisions were created within the original block and lot system, the historic landscape remains largely intact.

The commercial area north of the railroad tracks emerged in the late 1880s and suffered several devastating fires in the late 1890s. During the following decade, new brick buildings were erected, resulting by 1912 in a substantial commercial corridor along Baldwin Avenue and the secondary streets extending north from it. The Tappan Brothers Construction Company, established in DeFuniak Springs around 1895, was responsible for many of these buildings. Construction in the commercial district accelerated during the first decade of the twentieth century.

Residential development expanded alongside the growth of the commercial district and the extension of city services during the first two decades of the twentieth century. Many of the prominent homes surrounding Lake DeFuniak date from this period. The financial success of the Florida Chautauqua also enabled the Association to construct the **Chautauqua Hall of Brotherhood** in DeFuniak Springs in 1910.

Downtown Business District

The commercial core of the DeFuniak Springs Historic District was made a locally designated historic district and designated a Florida Main Street Community in 2017 by the Florida Secretary of State. This initial five-block area makes up the Downtown Business District, bound by US Highway 90 to the north, N 5th Street to the east, Baldwin Avenue to the south, and N 10th Street the west. A boundary enlargement has extended the north boundary to Sloss Avenue as the city continues to invest in revitalizing the historic Downtown Business District to help grow the community through arts, culture, and thriving businesses.

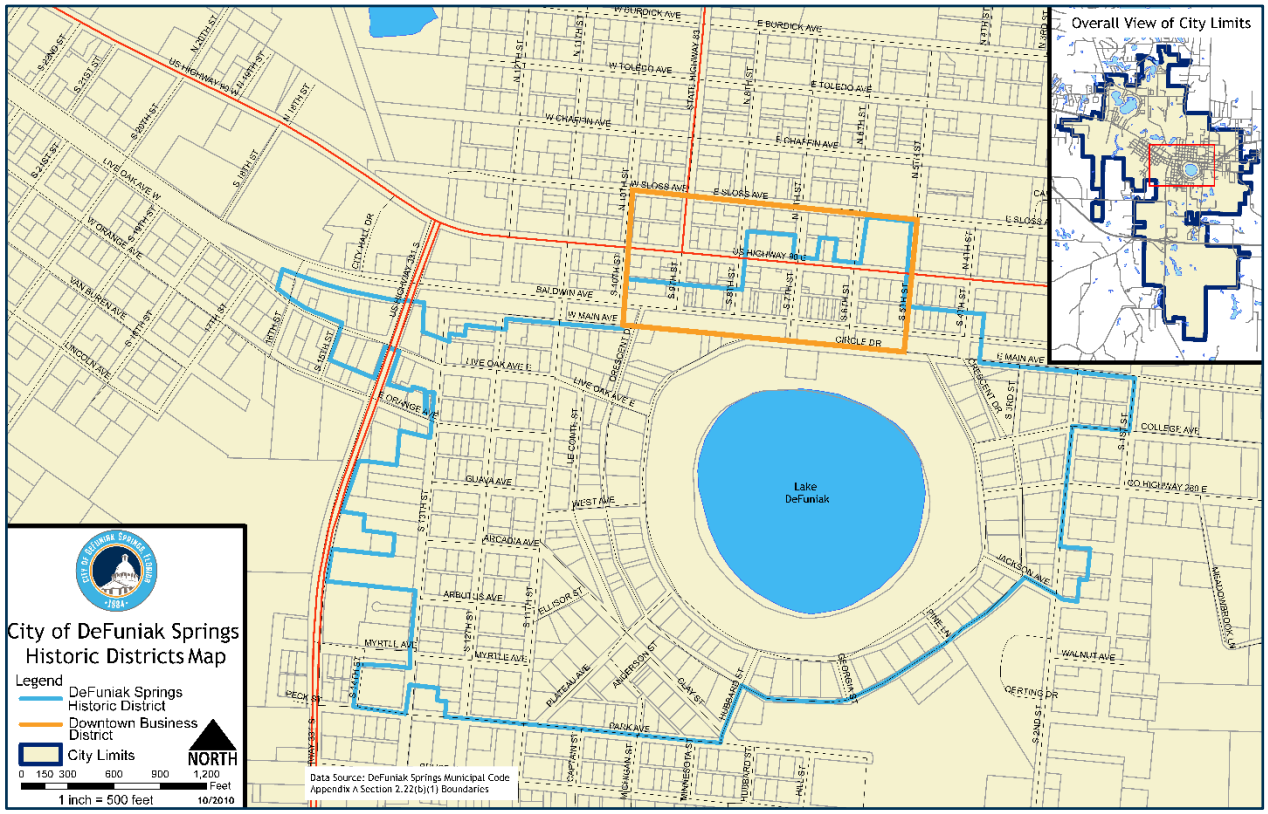


Figure 11: Map of the locally designated DeFuniak Springs Historic District and Downtown Business District.

Dorsey Avenue Historic District

In 2023, the city established the locally designated Dorsey Avenue Historic District, recognizing a historically significant area noted for its well-preserved cultural heritage. The district encompasses approximately 130 acres and is primarily residential, while also including numerous early to mid-twentieth century commercial and recreational buildings. Historically, these included a grocery store, barber shop, restaurant, dance hall, and theater.

The district's contributing resources are significant for their historical connections to the African American community, particularly centered around the Tivoli School, from its construction beginning in 1912 through the 1960s, following school desegregation. Most surviving buildings are one- to two-stories tall and feature wood and masonry vernacular architectural styles, with a few examples of Craftsman-style residences.

African American children were required to attend racially segregated schools until 1954, when the Supreme Court declared segregation in education unconstitutional. This system often left African American children with limited educational opportunities due to chronic underfunding of their schools. In response, Booker T. Washington of the Tuskegee Institute and Julius Rosenwald, philanthropist and president of Sears Roebuck, helped build over 5,000 schools, workshops, and teacher homes across the South in the early twentieth century, primarily to educate African American children.

According to records at Fisk University in Nashville, Tennessee, the Rosenwald Fund helped build five schools in Walton County: Black Branch, Bruce Creek, Mt. Zion, St. Johns, and DeFuniak Springs (originally called the School for Colored and later renamed Tivoli). The School for Colored in DeFuniak Springs first opened in 1912 as an elementary and junior high school. The Rosenwald school in DeFuniak Springs, constructed between 1923 and 1924, was funded primarily by the Rosenwald Fund and the local African American community. The Rosenwald Project developed standardized "Community School Plans" to streamline school design and construction across the South. These plans were based on the number of teachers a school would employ, which reflected the needs of the community. The original School for Colored in DeFuniak Springs was built to accommodate four teachers, and later two additional rooms were added, creating a six-teacher type school. Teacher housing was also developed during this period along the railroad tracks north of the school.

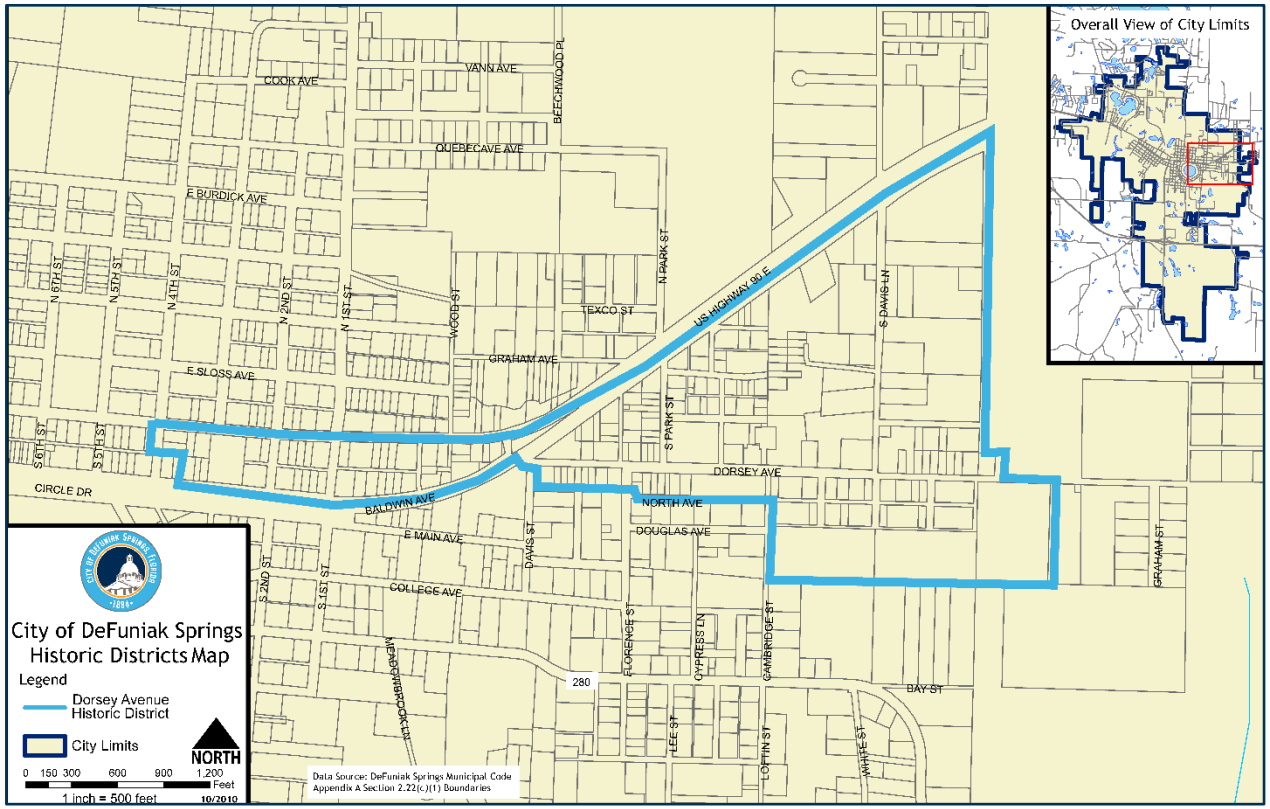


Figure 12: Map of the locally designated Dorsey Avenue Historic District.

Chapter 3. Architectural Style Guide

3.1. Introduction

Historic buildings are frequently characterized according to type, form, and architectural style. Building type refers to the classification of a building based on its use and characteristics, while building form refers to its physical shape, size, and arrangement. Building types can be residential or commercial, for example, while building forms can be rectangular, square, or circular. Architectural style is defined by hallmark forms, shapes, proportions, materials, and ornamentation that make up a building's overall character. Architectural styles have changed throughout history as certain design movements became popular, and others faded out of fashion. Understanding your property's architectural style, and the character-defining features that contribute to that style, will help you to understand which features are critical to the preservation of its historic character. "Character-defining" pertains to those architectural materials and features of a building that define the historic nature of that building. Such features may include the form of the building, exterior cladding, roof materials, door and window design, cornice, etc.

Few structures display all the characteristics of a particular style, and many buildings exhibit eclectic details from a mix of styles. Architectural styles are grouped into two categories: vernacular and high style. Before proceeding, it is helpful to understand the following terms as they relate to historic architecture. The following sections have been adapted from *A Field Guide to American Houses* by Virginia Savage McAlester.

> "**Vernacular**" architecture encompasses buildings constructed according to traditional methods of construction within a specific locality or for a particular group of people. These local variations in historic architectural styles often occurred when carpenter-builders and designers combined vernacular forms, pattern book designs, and their own ideas. Often these structures are designed and built by individuals who were influenced by local climate, available building materials, and contemporary architectural fashions and styles.
>
> "**High Style**" refers to structures built according to the doctrines of a specific, readily identifiable, national or regional architectural style, such as Queen Anne or Second Empire, and are designed by professional architects and builders or derived from architectural guidebooks. Designers of high style buildings were often strongly influenced by contemporary trends, fashions and academic principles.

While there are some examples of high style architecture in the DeFuniak Springs Historic District, primarily along Circle Drive, the majority of historic buildings within DeFuniak Springs are constructed in vernacular styles.

3.2. Building Types and Forms

A building's type is defined by the function of the property. The following are types found within the DeFuniak Springs Historic District and Downtown Business District:

1. **Residential buildings** include single-family homes and multi-family homes, such as apartments and duplexes. The majority of historic buildings in the DeFuniak Springs Historic District and Dorsey Avenue Historic District are residential building types.
2. **Commercial buildings** are buildings that are used for business purposes, such as stores, offices, restaurants, and banks. Most historic buildings in the Downtown Business District are commercial building types.
3. **Institutional buildings** are buildings that serve a community and provide public services and include government buildings, libraries, and museums.

Other building types that are found in the DeFuniak Springs historic districts include **educational**, **recreational**, and **religious** buildings, such as schools, theaters, churches, and other places of worship.



Figure 13: From left to right, examples of typical residential, commercial, institutional, and religious buildings found in the DeFuniak Springs historic districts.

Residential Building Forms

Single Pile

The Single Pile house, also called an "I-House," is traditionally three bays wide, one room deep, and two stories tall with a side- or front-gabled roof. It has a symmetrical façade, often with end chimneys and a front porch. On the interior, it typically has a central hall flanked by rooms. It is a common type of vernacular home with many of these homes often enlarged with rear ell additions, and the front porch was often updated to suit changing architectural fashions. Gothic Revival, Queen Anne, and Italianate variations are common.



Figure 14: Example of a residential Single Pile building type in DeFuniak Springs.

Double Pile

The Double Pile house, like the I-House, is typically three to five bays wide and two stories tall with a rectilinear shape and side-gable roofline. The Double Pile house is defined by its two-room depth. It follows one of the most common domestic floor plans found in the United States, the "Hall and Parlor" plan, in which a central hall with staircase is flanked by pairs of rooms on each side. The double pile form is most closely associated with the Georgian and Federal styles but was also commonly ornamented with Greek Revival, Gothic Revival, Italianate, Colonial Revival, and Classical Revival style details. It is also commonly found in its simple vernacular form with little stylistic detail.



Figure 15: Example of a residential Double Pile building type in DeFuniak Springs.

Gable-Front

The Gable-Front house is another common vernacular form. Characterized by its simple, front-gabled roof, the Gable-Front house type is typically rectangular or square in form. The narrow form of the Gable-Front type was well suited to narrow lots and the type is commonly found in urban neighborhoods and towns. Like other vernacular forms, this type may be found unornamented or with applied ornamentation from a variety of architectural styles.



Figure 16: Example of a Gable-Front building type in DeFuniak Springs.

Gable-Ell

The Gable-Ell house is typically two stories and is characterized by a gable-front central mass with an intersecting wing (the "ell") placed perpendicularly, creating an L shaped plan. The long side of the ell is typically oriented towards the street, and a porch is often located at the juncture of the two wings. Like the other building types mentioned, the Gable-Ell house was often ornamented with Victorian-era details, and the porch was commonly updated to reflect changing tastes and architectural fashions.



Figure 17: Example of a Gable-Ell building type in DeFuniak Springs.

Florida Cracker

The Florida Cracker is characterized by its low-slung appearance, large front porch, wood frame, raised foundation, and gable or hipped roof. While the traditional "cracker box" refers to a smaller, one-story structure, Florida Cracker buildings encompasses both one and two-story variations, all sharing features designed for the subtropical climate.

The name “cracker” refers to colonial-era English and French pioneer settlers and their descendants who constructed this vernacular building form to protect them from the elements through utilizing large outdoor porches and large windows (with shutters) to help try to cool homes during the long hot season in these low latitude subtropical climates. These homes were widespread in the 19th and early 20th century and were typically constructed from local trees and materials.



Figure 18: Example of a residential Florida Cracker building type in DeFuniak Springs.

Bungalow

The Bungalow was a common house type in the U.S. and examples can be found dating to the 1900s through the 1940s. Bungalows are one to one-and-a-half stories and are compact in size. These houses typically have projecting eaves, multiple gables, asymmetrical façades, and low-pitched roofs with large dormers and integrated porches. Bungalow is most commonly associated with the Craftsman style, and it was widely popular for use in both rural and urban settings. Prefabricated versions were also available as “kit houses.”



Figure 19: Example of a residential Bungalow building type in DeFuniak Springs.

Ranch

The Ranch building type was created in California in the mid-1930s. It gained popularity in the early 1940s and dominated American single-family housing throughout the 1950s and 1960s. Ranch houses are characterized by their asymmetrical one-story "rambling" forms. Their forms maximize width instead of depth and often incorporate built-in garages to that end. They often feature low-pitched gable or hipped roofs. Private rear porches are common instead of the more public front or side porches seen in earlier housing examples. Details including the use of shutters and porch supports taken from the Colonial Revival style (McAlester 1984, 479).



Figure 20: Example of a residential Ranch building type in DeFuniak Springs.

Commercial and Institutional Building Forms

One-Part Commercial Block

This building type is a single story and was typically constructed in urban settings to house retail shops, banks, or restaurants. These buildings tend to be wider than they are tall and feature large windows to display the goods provided inside. One-part commercial block type buildings often feature recessed entrances, and decorative cornices or parapets on the façade.

This type represents the majority of the DeFuniak Springs buildings in the main commecial corridor and several in the Dorsey Avenue Historic District.



Figure 21: Example of a One-Part Commercial Block building type in DeFuniak Springs.

Two-Part Commercial Block

Two-Part Commercial Block (1850s-1950s) This building type is common throughout the United States. These buildings are two to four stories in height and divided into two distinct parts based on interior uses. Public spaces such as storefronts, lobbies, or restaurants are located at ground level, with private spaces, such as apartments or offices on the upper stories.

This type is not as common in DeFuniak Springs but is still represented.



Figure 22: Example of a Two-Part Commercial Block building type in DeFuniak Springs.

Vernacular Storefront

The vernacular commercial storefront of the late 19th and early 20th centuries commonly appears as the first-floor level of the one- and two-part commercial block building types. These storefronts feature large windows for the display of goods and a recessed main entrance which may be centered or aligned to one side of the building.

The majority of DeFuniak Springs' historic commercial buildings within the DeFuniak Springs Historic District and Downtown Business District feature vernacular storefronts.



Figure 23: Example of a Vernacular Storefront building type in DeFuniak Springs.

Temple Front

Temple front buildings have facades which mimic the temples of Greek and Roman antiquity. Rather than having been developed for commercial use as the other building types listed here, the temple front was most often used on religious, civic, and institutional buildings. A common exception is bank buildings, which, prior to the mid-19th century, often had little in common with other commercial buildings in terms of appearance.

This type is not as common in DeFuniak Springs but is still represented in a few institutional and religious building forms.



Figure 24: Example of a Temple Front institutional building type in DeFuniak Springs.

3.3. Architectural Styles

The following section describes each of the major architectural styles, including vernacular styles, observed in the historic districts of DeFuniak Springs with supplementary information from *A Field Guide to American Houses* by Virginia Savage McAlester. The architectural styles for a large portion of the DeFuniak Springs Historic District have been previously identified and can be found in the National Register of Historic Places nomination form for the DeFuniak Springs Historic District.

Frame Vernacular

The term "vernacular" refers to a structure that is not pure in its design style but loosely based on the design features of one or more styles. Frame Vernacular buildings use wood as the dominant structural and exterior elements. Craftsman and builders constructed these buildings using balloon framing techniques. This type of construction used corner posts and horizontal members consisting of two-by-four posts nailed together. Floors were hung on the wall studs, and, on multi-story buildings, the wall studs rose continuously from the floor to the roof. Window treatments range from original double-hung sashes and casements to replacement metal awning, jalousie, and fixed windows.

Frame Vernacular construction was very common in the United States from the late 1800s through the 1940s. Many Frame Vernacular houses built in the late 1910s and 1920s demonstrate Craftsman style elements including exposed rafter ends and wide, overhanging roof eaves. These houses are still modest and demonstrate less details and ornamentation than Craftsman style houses. Examples of Frame Vernacular houses from the 1930s and 1940s are even more restrained than their forerunners and display modest roof overhangs and even fewer decorative elements. Vernacular style structures have single-pile, double-pile, gable-front, and gable-ell floor plans and are one or two-stories in height.

Frame Vernacular is the most common style in the DeFuniak Springs Historic District and the Dorsey Avenue Historic District, with most of the Frame Vernacular buildings being residential.



Figure 25: Examples of more elaborate Frame Vernacular residences within the DeFuniak Springs Historic District.



Figure 26: Examples of more simple Frame Vernacular residences within the DeFuniak Springs Historic District and the Dorsey Avenue Historic District.

Masonry Vernacular

Examples of the Masonry Vernacular style are seen throughout the historic districts of DeFuniak Springs in both residential and commercial buildings. Similarly to the Frame Vernacular style, Masonry Vernacular buildings tend to be simple, largely unadorned, and constructed out of easily accessible materials. These buildings utilize simple masonry construction techniques common to Western architecture.

The advent of ready-mixed concrete revolutionized building techniques after 1920. Buildings constructed after this time (especially commercial buildings) used concrete blocks as the main structural element. Concrete blocks provided the same amount of strength as other traditional masonry units but were lighter and less expensive (McAlester 1984, 38). In order to enhance the exterior appearance, the concrete block was often covered in a veneer of brick or stone, painted or, reticulated block was used.

The typical historic commercial building in the historic districts of DeFuniak Springs features a Masonry Vernacular design with a rectangular footprint. Roofs are typically flat, and some buildings have stepped or flat parapets. Brick is the common exterior wall surface with many walls embellished with decorative corbeling and panels. Storefronts historically contained cast iron posts, transoms, fixed plate glass, wood kick panels, and lighted entrances but this original detailing has been removed from some buildings. Poured concrete is a typical foundation.

Residential masonry vernacular building designs are often derived from widely circulated house plan books. Roofs are usually gabled or hipped. Exterior materials are usually brick or stucco with wooden trim.



Figure 27: Above are examples of commercial and residential Masonry Vernacular style buildings in the historic districts of DeFuniak Springs.

Gothic Revival

The Gothic Revival style emerged from the Picturesque/Romantic Movement and was popularized in the pattern books of Andrew Jackson Downing. It was the earliest of the Victorian styles to challenge classical norms. The Romantic Movement lauded the art, literature, and architecture of Christian medieval times which is reflected in the style. The architectural movement abandoned the symmetry and order of Classicism in favor of asymmetry and variety in texture and color.

The Gothic Revival style became popular in America in the mid-nineteenth century (circa 1830-1860), reaching its peak in the 1830s and 1840s. Civic and religious examples of Gothic Revival tended to follow High Gothic examples and were more authentic. The popularity of Gothic Revival houses faded in the late nineteenth century. The Gothic Revival style remained popular for civic, religious, and educational buildings well into the twentieth century.

Common character-defining features of the Gothic Revival style include:

- One or two-stories
- Pointed arches
- Towers
- Steeply pitched rooflines
- Focus on verticality
- Crenellation/crenellated parapets
- Leaded stained glass
- "Gingerbread" detailing, lace-like spandrels



Figure 28: This is the sole example of a Gothic Revival building in DeFuniak Springs Historic District.

Folk Victorian

The Folk Victorian style is less elaborate than high Victorian styles such as Queen Anne. It is characterized by the presence of Victorian era decorative detailing on simple folk house forms. These simple houses tend to mimic higher Victorian style dwellings while remaining more affordable.

The Victorian details (often referred to as "gingerbread" detailing) used in Folk Victorian houses are most commonly applied to the porch and cornice line. Folk Victorian houses often have symmetrical façades and a lack of textured and varied wall surfaces unlike the true Queen Anne style houses they mimic.

Multiple examples of the Folk Victorian style are present in DeFuniak Springs and are most often seen on Bungalow, Double-Pile, or Gable-Front building types.

Common character-defining features of the Folk Victorian style include:

- One or two-stories
- Symmetrical façade
- Lack of multiple rooflines and textured or varied wall surfaces
- Centered gable roofs often appear on side-gable or hipped pyramidal roof examples
- Decorative elements are limited to the porch and cornice line
- Unadorned window surrounds
- "Gingerbread" or spindle work detailing



Figure 29: Above are examples of Folk Victorian style buildings in the DeFuniak Springs Historic District.

Queen Anne

The Queen Anne style merged a variety of classical and medieval ornamentation. Richly decorated, Queen Anne style houses are commonly recalled with the use of the generic "Victorian" label. It was popular from the 1880s to the 1900s.

The Queen Anne style was successfully adapted to residential, commercial, and institutional uses. These buildings are typically asymmetrical in plan, and feature turrets, window bays, towers, complex rooflines, decorated chimneys, and large and ornate porches. Queen Anne style buildings typical have a variety of materials with contrasting textures. These buildings commonly used materials include brick, wood, stone, slate, and tile which were combined to create a picturesque effect.

Common character-defining features of the Queen Anne style include:

- Two or more stories
- Asymmetrical in plan
- Window bays
- Complex rooflines
- Turrets
- Towers
- Decorated chimneys
- Large and ornate porches
- Multiple wall textures and surfaces achieved with pattered shingles, different patterns or colors of brick courses, and wood siding
- Commonly painted in a mix of bold colors



Figure 30: Above are examples of Queen Anne style buildings in the DeFuniak Springs Historic District.

Colonial Revival

The Colonial Revival style emerged in the 1880s following America's Centennial celebrations which aroused civic pride and sought to restore order to what was perceived to be the Victorian excesses of American domestic architecture by borrowing heavily from early American Georgian and Federal architecture. After 1925, the restoration of Colonial Williamsburg and a rising interest in historic preservation greatly contributed to the popularity of this style, which proliferated in the U.S. through 1955. The Colonial Revival style is sometimes referred to as Georgian Revival and Dutch Colonial Revival, which are more specific subtypes of this style.

The Colonial Revival style often combines authentic colonial details with modern features on a more exaggerated scale than its 18th century models. The name "Colonial" encompasses several styles, all loosely associated with the revival of American and "old world" buildings.

Common character-defining features of the Colonial Revival style include:

- Two-stories
- Symmetrical massing
- Side gable, hipped, or gambrel roofs that often feature boxed eaves with little overhang
- Front entrance adorned with decorative pediment and pilasters
- Main entry door featuring fanlights or rectangular transoms, flanked by side lights
- Cornice frequently adorned with dentils or modillions



Figure 31: Above are examples of Colonial Revival style buildings in the DeFuniak Springs Historic District.

Neo-Classical Revival

The Classical Revival or Neoclassical style is based upon interpretations of classical Greek and Roman models, relying on order, symmetry and detail to create a composition of formal and symmetrical features. This style is adaptable to wood, brick, and stone construction and was popular in many regions of the nation. Neoclassical Revival was popular from the late 19th century through the mid-20th century. Interest in classical models was inspired by the 1893 World's Columbian Exposition in Chicago. Nearly all buildings at the Columbian Exhibition were designed based on classical precedents and were widely copied in the United States.

Common character-defining features of the Neo-Classical Revival style include:

- Two-stories
- Overall symmetry
- Low pitched roofs or flat roofs with parapets
- Entry porches with classical columns and triangular pediments, sometimes reaching two stories
- Keystone lintels over windows and doors
- Moldings and cornices featuring dentils and modillions
- Dormers
- Prominent curved or arched center windows on second stories







Figure 32: Above are examples of Neo-Classical Revival style buildings in the historic districts of DeFuniak Springs.

Craftsman

The Craftsman style emerged at the very end of the 19th century and was heavily influenced by the English Arts and Crafts Movement, which emphasized a return to traditional handcraftsmanship and the use of natural materials. It became highly popularized through pattern books and magazine depictions and was the dominant style for small houses and the bungalow building type from the turn of the 20th century through the 1930s.

The rapid growth of Florida from the 1900s to the 1930s, when the Craftsman style flourished, meant this was a commonly used style throughout the state. Multiple examples of the Craftsman style are present in DeFuniak Springs and are most often seen on Bungalow building types.

Common character-defining features of the Craftsman style include:

- One to two-stories
- Wood frame with pier or continuous block foundations
- Roofs can be front-gable, cross-gable, side-gable, or hipped and have widely overhanging, open eaves
- Roofs can feature exposed wood rafter ends, brackets, or triangular knee braces
- Weatherboard, wood drop siding, or stucco exterior walls
- Porches typically full-width and deep-set porches with a variety of porch supports







Figure 33: Above are examples of Craftsman style buildings in the historic districts of DeFuniak Springs.

Mission

The Mediterranean Revival style was part The Mission style originated with the mission churches of California established by Father Junipero Serra during the 1700s. Originating in California during the 1890s, this style flourished throughout the western United States. The style is considered the western states' equivalent of the east coast's Colonial Revival. It was popular from the 1890s–1920s. Influences from the Craftsman style and bungalow building type were evident in the smaller residential Mission style. During the early 20th century Florida also embraced its Spanish heritage using it as a source of architectural inspiration.

On a local level, this architectural style is the style most intimately linked with the 1920s Florida land boom and flourished in the state during the 1920s and 1930s. The style honored the state's Spanish heritage and could be easily modified to suit Florida's hot and humid climate.

Common character-defining features of the Mediterranean Revival style include:

- One or two-stories
- Simple form that can be symmetric or asymmetric
- Stucco exterior
- Low-pitched hip or gable roofs covered with red tiles (commonly half-round barrel tiles or interlocking pantiles)
- Square towers
- Semicircular arches commonly highlight doors and major windows



Figure 34: Above are examples of residential and commercial Mission style buildings in the historic districts of DeFuniak Springs.

Minimal Traditional

The Minimal Traditional style describes small, affordable, cottage-like dwellings constructed between the 1930s and 1950s. This style originally emerged at the height of the Great Depression and was widely adopted by architects to help address housing needs in a struggling economy. It was also well-suited to suburban tract-house developments, which appeared in the late 1930s and 1940s. The style then grew rapidly after World War II to provide housing to returning servicemen.

The Minimal Traditional style acted as an alternative to the indulgence associated with house designs of the 1920s. The houses feature little ornamentation, and many do not reflect any specific historic architectural style, however, subtle details from Colonial Revival or Tudor Revival styles can often be identified.

Common character-defining features of the Minimal Traditional style include:

- Usually one-story in height
- Simple in type but layout and design elements vary
- Roofs are commonly side- or cross-gable; roof eaves are shallow with little overhang
- Large chimney – a reference to the Tudor Revival style
- Exterior material can be brick, stone, stucco, weatherboard, or a combination
- Small entry front porch
- Subtle porch ornamentation with simple wood columns with bases and capitals.



Figure 35: Above are examples of residential Minimal Traditional style buildings in the DeFuniak Springs Historic District.

Contemporary

The Contemporary style was popular for architect-designed buildings from about 1955 to 1970. This modern era style rejected preceding styles' approach to decorative detail which focused on applied elements. These decorative details focused on apertures-windows and doors, porch supports, dormers, and wall junctions. Contemporary style buildings focus on the interior space and how it connects to the outside of the building. Architects therefore designed these buildings forms from the inside out.

In DeFuniak Springs the Contemporary style is manifested as Contemporary Ranch type houses with low pitched roof, mixed exterior materials, ribbon windows, and large groupings of windows. Other Contemporary style buildings include commercial properties used historically as autobody or repair shops or gas stations.

Common character-defining features of the Contemporary style include:

- One or two-stories
- Roofs are typically flat or gabled
- Wide roof eave overhangs
- Examples with flat roofs lack traditional detailing
- Exterior materials can be a combination of wood, brick, and stone



Figure 36: Example of a commercial building with a Contemporary style in the Downtown Business District.

Chapter 4. Design Standards

4.1. Introduction

The following design standards establish a clear and consistent framework for guiding exterior alterations to properties located within the historic districts of DeFuniak Springs. These standards are grounded in the principles outlined in the Secretary of the Interior's Standards for the Treatment of Historic Properties and are organized using a form-based code approach.

Form-based code visuals enhance community understanding of land use regulations by making them more accessible and intuitive. This visual format promotes predictable development outcomes that reflect the community's desired character and values. By defining building placement and form, these standards support the creation of walkable, vibrant neighborhoods, streamline the approval process, reduce costs, and help maintain property values.

This chapter includes standards related to streetscape elements, signage, existing buildings, and new construction. Each section is accompanied by clear visuals that property owners can reference when planning exterior changes. Owners may mark the design elements they intend to implement and submit these visuals with their Certificate of Appropriateness (COA) application. This process simplifies communication with the Planning Director and expedites COA review.

In addition to assisting property owners, this document serves as a consistent decision-making tool for current and future Planning Directors.

Note: These standards are not intended to require the reversal of past alterations that may no longer be appropriate. Instead, they are to be used as a reference for guiding future exterior modifications.

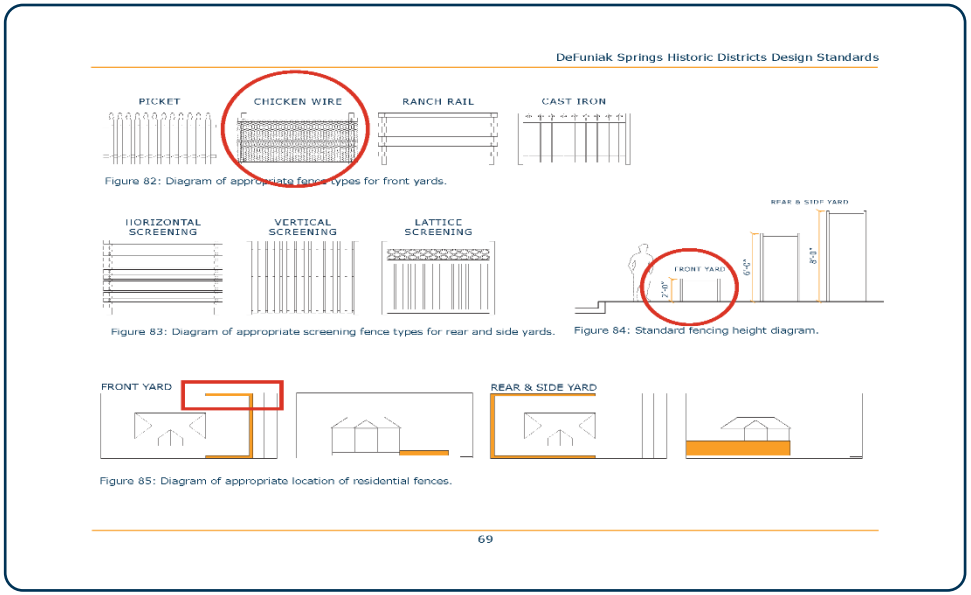


Figure 37: Example page taken from the standards illustrating the visual components that can easily be circled for reference when submitting a COA.

4.2. Streetscape Elements

Streets and sidewalks are the primary connective networks within the city of DeFuniak Springs, providing safe access for pedestrians and vehicular access throughout the historic districts and beyond. The sidewalks are typically paved in concrete, asphalt, or crushed stone. "Street fixtures" and "street furniture" are terms used to describe elements such as benches, trash receptacles, parking meters, parking kiosks, telephone and electrical poles, streetlamps, fire hydrants, mailboxes, streetlights, bulletin boards, and the like found along a streetscape.

Standard Commercial Streetscape

Commercial streetscapes support high foot traffic and feature angled street parking as well as larger attached sidewalks along the roadway. Street furniture in commercial areas should promote continuity through an established color palette of whites, off-whites, subtle teal, earthy colors, and black accents.

Best Practices

- Construct new commercial buildings within the Downtown Business District that uphold established commercial streetscape standards.
- Install new sidewalks that comply with the specifications in the latest edition of FDOT's "Roadway and Traffic Design Standards."
- Place street furniture in a uniform style and consistent arrangement throughout the district.

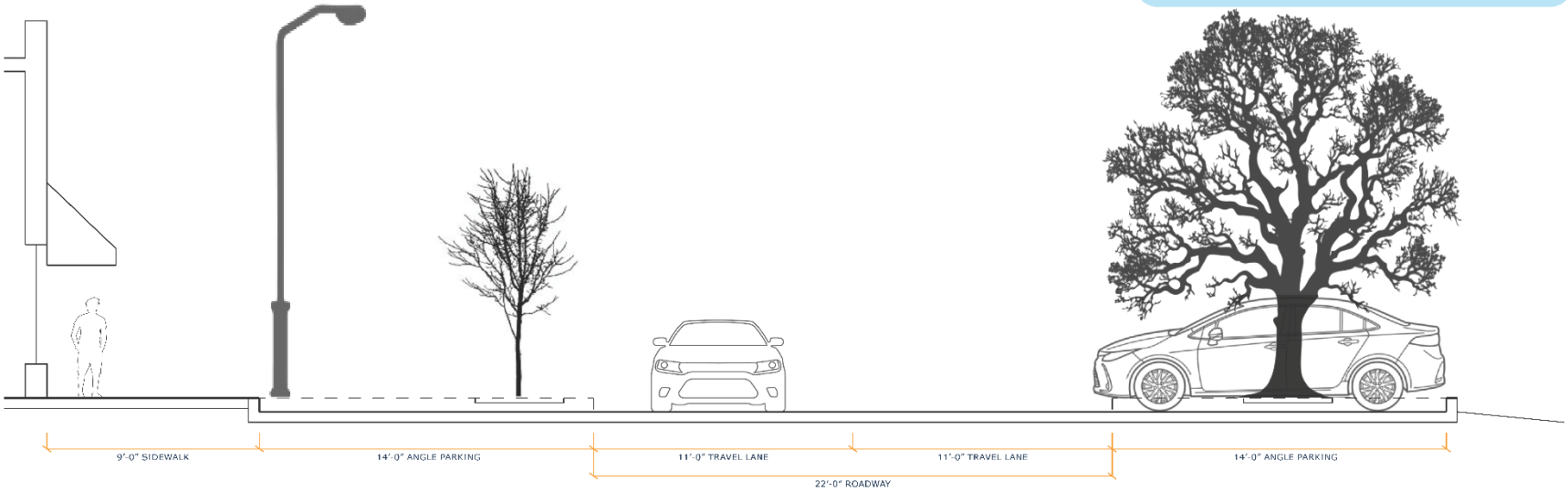


Figure 38: Diagram of typical commercial streetscape in the Downtown Business District.

Standard Residential Streetscape

The design of a streetscape defines a location and directly effects the property value of a residence. Residential streetscapes support less foot traffic then commercial areas, but accessibility remains important in DeFuniak Springs. Residential areas feature less defined street parking as many residences maintain driveways. Detached sidewalks are found throughout the residential streetscapes that are separated from roadways by green parkways, many with planted trees that provide shade and beauty.

Best Practices

- •Construct new residential buildings within the historic districts that preserve established streetscape standards.
- Install new sidewalks that meet the specifications in the latest edition of FDOT's "Roadway and Traffic Design Standards."

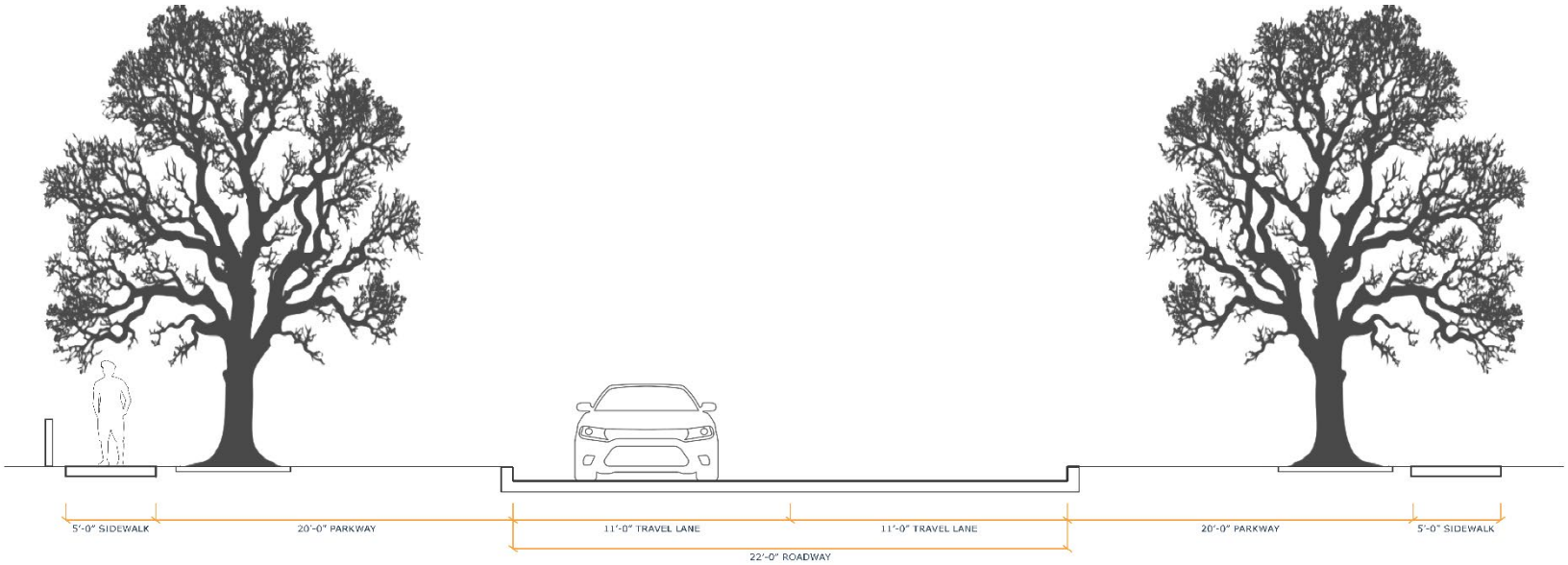


Figure 39: Diagram of typical residential streetscape.

Standard Frontage Types

Frontage types describe the space and features between a building's façade and the street, defining how buildings connect to the right-of-way. Common types include setback frontages with open yards, porch and fence frontages in residential areas, and commercial types like shopfronts and parking. The choice of frontage type depends on the desired streetscape, building use, and local zoning regulations, all which influence walkability and community character.

Common Yard

The main façade of the residence has a small-to-medium setback from the frontage line providing a buffer from the higher-speed thoroughfares. The front yard is visually continuous with adjacent yards, supporting a common landscape and working in conjunction with the other private frontages. Common Yards can be used in conjunction with the Porch frontage type.

Porch

The main facade of the residence has a small-to-medium setback from the frontage line providing a buffer from the higher-speed thoroughfares. The resulting front yard is typically defined by a fence or hedge to spatially maintain the edge of the street and helps to maintain privacy.

Shopfront

The front façade of the commercial building has no setback from the frontage line with an at-grade entrance along the public right-of-way. The Shopfront frontage also typically includes a canopy or awning element that overlaps the sidewalk along the majority of the frontage.

Parking

The main façade of the commercial or public building has no setback from the frontage line with a defined area adjacent to the sidewalk for one row of angled parking. Small setbacks and/or low plants help separate the parking area from the sidewalk.

Best Practices

- Design and construct new buildings with setbacks that align with the established front yards of neighboring properties within 150 feet: 50 to 100 feet in the DeFuniak Springs Historic District, 20 to 25 feet in the Dorsey Avenue Historic District, and zero setback for commercial properties.

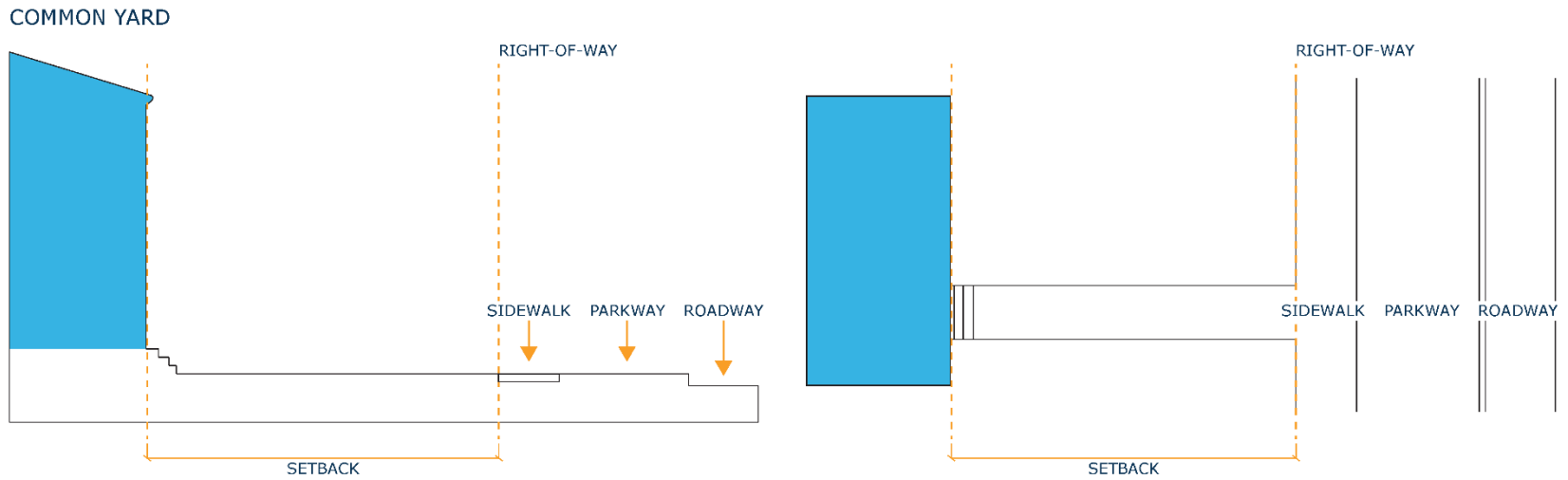


Figure 40:Frontage Type – Common Yard Diagram.

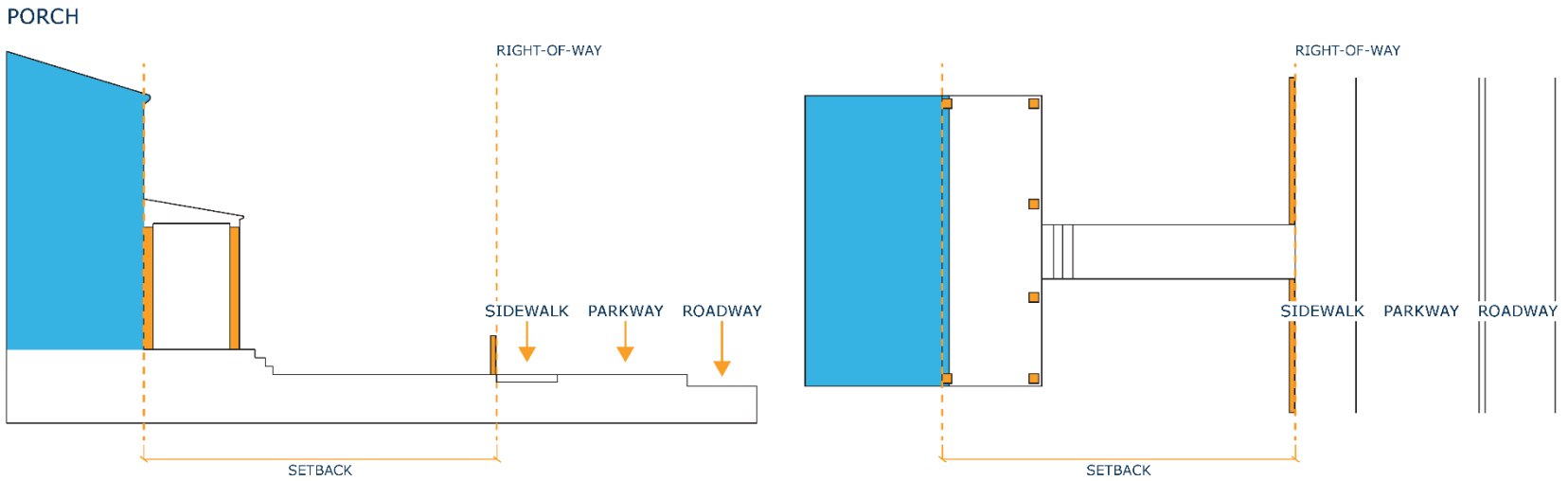


Figure 41:Frontage Type – Porch Diagram.

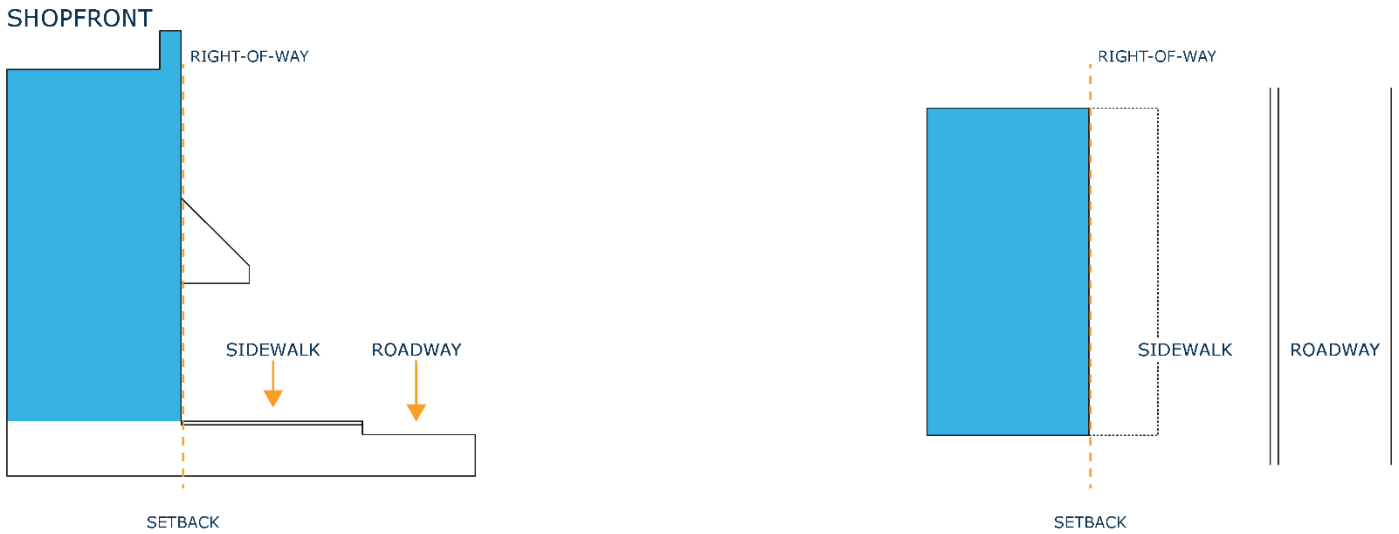


Figure 42:Frontage Type – Shopfront Diagram.

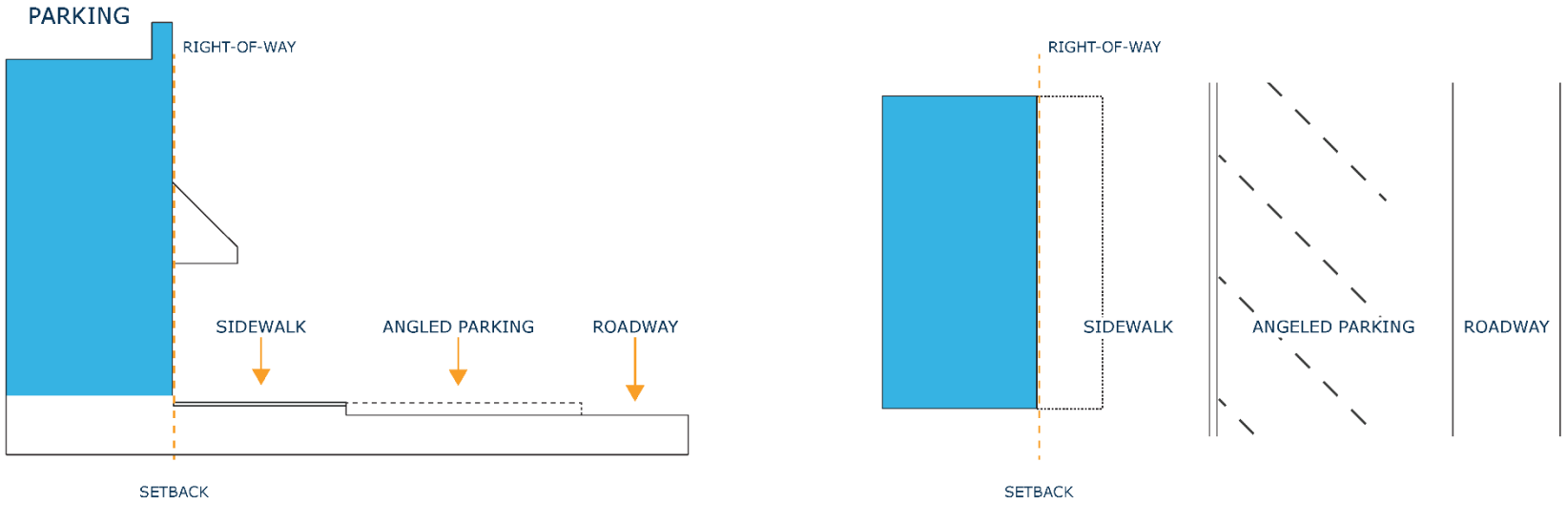


Figure 43:Frontage Type – Parking Diagram.

Standard Parking and Parking Lots

Public and private parking lots in DeFuniak Springs are important to the economic vitality of its businesses as they provide both long- and short-term parking for workers, residents, and visitors. Angled parking is located throughout the commercial corridor for visitors and patrons with private parking for workers and residents located in the rear of buildings accessible by alleys. Few surface parking lots are present in residential areas and those that are present are typically associated with religious, educational, and the occasional commercial building.

While a few existing parking areas are well designed and landscaped, most are very utilitarian in nature and thus do not contribute to the appearance of the historic districts. New parking lot designs should consider parking lot size, parking angle, pedestrian safety, accessibility, and landscaping. Typical parking lot designs include 90-degree, 60-degree, 45-degree, and 30-degree parking layouts.

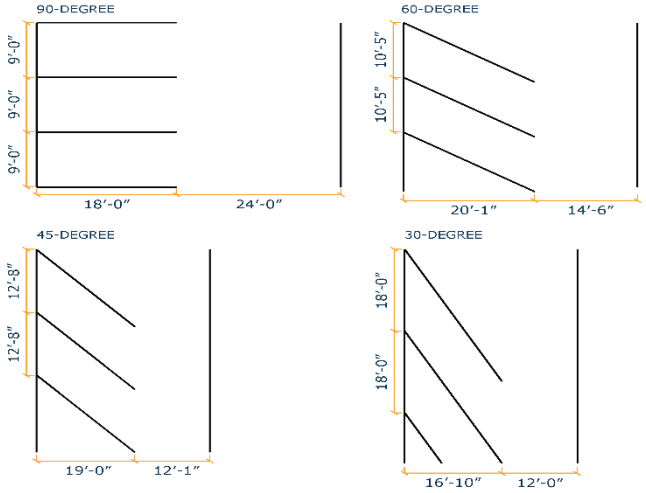


Figure 44: Standard parking lot layout dimensions.



Figure 45: Examples of angled parking lots in DeFuniak Springs.

Best Practices

- Provide adequate lighting throughout all parking lots.
- Clearly mark all parking lot entries and exits and install directional signage at appropriate locations.
- Locate surface parking for new construction behind or to the side of buildings and provide access via shared driveways or alleys whenever possible.

Standard Landscaping

Landscaped areas enhance the visual and aesthetic appearance of the city while also being important character-defining features of the historic districts. Landscaping provides appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris. It also provides a more pleasant and relaxing environment that increases property values.

Planted landscaping, including lawn grasses, ground cover, canopy trees, understory trees, and shrubs, is typically perennial species capable of thriving DeFuniak Springs. Native plants require less maintenance and help prevent the spread of invasive plants while also enhancing the beauty of the natural surroundings on natural surroundings.



Figure 46: Examples of appropriate canopy trees. Left to right: Bald Cypress, Live Oak, Red Maple, Long Leaf Pine, and Crape Myrtle.



Figure 47: Examples of appropriate shrubs. Left to right: Saw Palmetto, Possumhaw Viburnum, Witch Hazel, Sweetshrub, and Florida Azalea.

Best Practices

- Replace any removed native shrubs or plantings with the same or similar species during exterior alterations.
- Plant new shade trees in locations that do not obscure significant historic features or threaten historic buildings with roots or branches.
- Include landscaping and planting plans with all new construction proposals, specifying the types of vegetation to be installed.

4.3. Signage

Standard Signage

Business signs are among the most important contemporary elements of commercial buildings. Well-designed signs contribute to the appearance of a building as well as attract customers and clients. Business signs that are poorly designed detract from the appearance of a building and the image of a business. Common problems with poorly designed business signs include excessive size, illegible graphics and typeface, poor color selection, and improper location.

All signage must comply with the DeFuniak Springs Sign Ordinance. A sign permit is required in order for a sign to be installed, constructed, altered, or relocated in a historic district in DeFuniak Springs. Sign permit application forms are available at the Community Development Department.

Standard Lighting

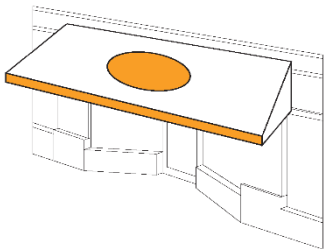
Halo lighting, in which individual letters contain lighting to illuminate the wall behind them, are appropriate for wall signs. Internally illuminated signs, particularly box or cabinet signs in which the entire surface is illuminated or neon signs, are generally not appropriate for the character of the district. Excessively bright or flashing lights and animated signs are also not appropriate for residential or commercial portions of the district. Lighting sources and associated conduit for signs should generally be concealed from view.



Figure 48: Examples of appropriate signage in DeFuniak Springs. Left to right: suspended sign; marquee and bracket signs; wall sign. Below, Pages 47-49: Types of signage.

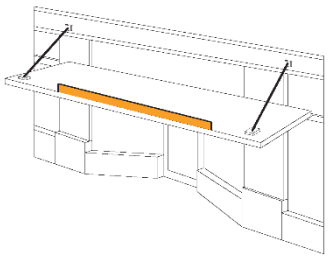
Best Practices

- Install signage without covering or damaging character-defining elements of entries or façades.
- Attach wall-mounted signs through mortar joints rather than directly into masonry units.
- Place new signage on flat, unadorned façade areas, such as horizontal bands between the storefront and cornice, windows, awning flaps, fascia, or friezes, where signs have historically been located.
- Limit the number of signs to prevent a cluttered appearance that competes with the building's historic character.



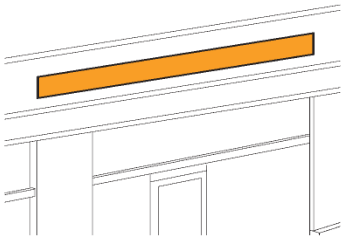
Awning Sign

This sign type is common on traditional storefronts with awnings. Awnings protect merchant wares and keep shopfront interiors shaded and cool in hot weather, but they also serve as a focal point for a commercial property's front façade. Business names and logos can be located on the slopes, returns, and valances of awnings. The most legible awning signs are designed with a color contrasting the awning background or are outlined in a contrasting color.



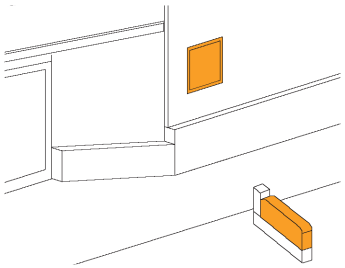
Canopy Sign

This sign type is common on traditional storefronts with canopies, both stationary and suspended. Canopies protect merchant wares and keep shopfront interiors shaded and cool in hot weather, but they also serve as a focal point for a commercial property's front façade. Signage is typically located on top of the canopy.



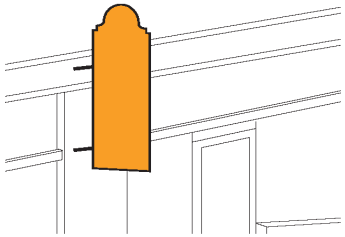
Signboard

This sign type is common on traditional commercial properties, particularly two-part commercial block buildings that were designed with a signboard area on the wall above the storefront. Signboard signs should be mounted flush on the façade centered over the entry to the business or centered in the signboard area.



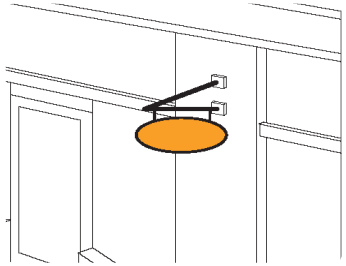
Directory Sign

This sign type provides a listing of establishments within a building or series of buildings. Directory signs are typically designed to complement the design of the entry and façade to which they are attached. They are usually mounted flush on the façade near the front entry or on a monument sign adjacent to the building entrance.



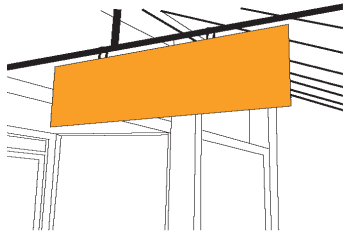
Marquee Sign

This sign type is a vertical sign that is located either along the façade, where it projects perpendicular to the façade, or at the corner of the building, where it projects at a 45-degree angle.



Hanging or Bracket Sign

This sign type is mounted perpendicular to a building's façade located above the entry to ground or upper floor businesses. These signs are small, pedestrian scaled and easily read from both sides. They may be constructed of wood, metal or other appropriate materials.



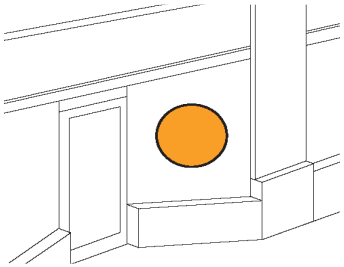
Suspended Sign

This sign type is mounted to the underside of beams or ceilings of a porch, breezeway, stationary canopy, or similar covered area. These signs are small, pedestrian scaled and easily read from both sides.



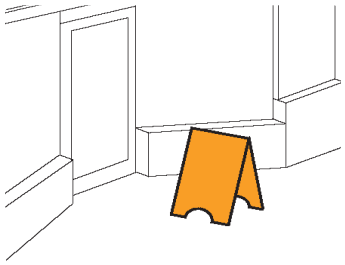
Wall Sign

This sign type is flat against the façade consisting of individual cut letters applied directly to the building or painted directly on the surface of the building. Walls signs are located on the front, side, or rear walls of a building. They may be made of metal, wood or other appropriate materials and attached to the wall.



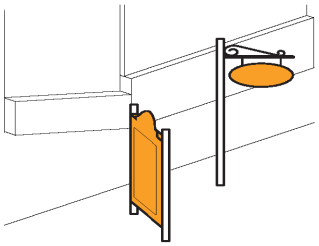
Window Sign

This sign type is professionally painted consisting of individual letters and designs or gold leaf individual letters and designs applied directly on the inside of a window; they may also be attached to Plexiglas, glass, or other transparent material and hung inside the display window. Display windows and glass entry doors are often used as locations for permanent business signs.



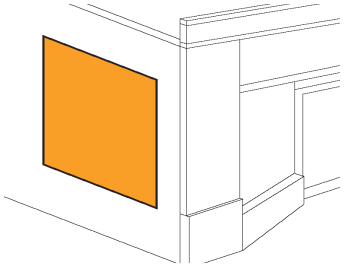
Freestanding Sign

This sign type is not attached to a building and provides secondary signage. Freestanding signs may be made of wood or metal and contain both permanent information such as the name of a business with an arrow pointing to the shop off the sidewalk, and changeable information, such as the daily menu for a restaurant or sale announcements for retail shops.



Pole/Monument Sign

This sign type encompasses a variety of signs that are not attached to a building and have an integral support structure. Two varieties include: Monument and Pole.



Wall Mural Sign

This sign type is flat against a secondary façade, typically along a side street or alley. Wall mural signs are typically painted directly on the building and contain a combination of text and graphic elements.

4.4. Accessibility, Code Compliance, and Safety

The Americans with Disabilities Act (ADA) requires public buildings and spaces to be accessible for Americans with impaired mobility. While not explicitly requiring all private homes to be ADA-compliant, certain aspects of the ADA can influence accessibility considerations for private residences, particularly for public accommodations within those homes or when making renovations.

Key exterior requirements for public properties include creating accessible parking and entrances. All proposed ADA projects should also make sure that they meet the current Florida Building Code (FBC).



Figure 49: Left to right: examples of an appropriate ADA side ramp, rear exterior elevator tower, and rear exterior stair on residential and commercial buildings.

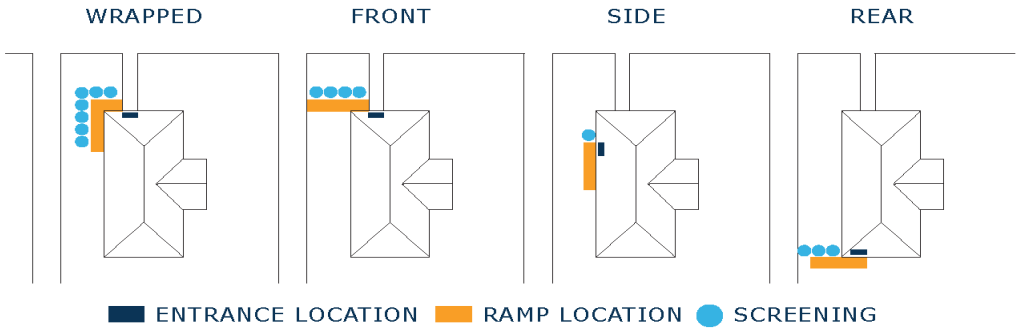


Figure 50: Examples of appropriate locations of ADA ramps on residences with landscaped screening.

Best Practices

- Design railings and ramps to be compatible with the style and materials of the existing porch or building.
- Install new handrails that comply with current FBC, ADA, and life safety standards.
- Place ramps on rear, side, or secondary elevations to preserve accessibility without compromising visibility; screen ramps located in more prominent areas.
- Locate new fire escapes, exterior stairs, or elevator towers on secondary or less visible elevations.
- Design elevator tower additions to be compatible with the building's massing, size, scale, and architectural features, while clearly indicating they are later alterations.

4.5. Exterior Materials

Standard Masonry

The majority of exterior materials used for walls in the commercial and institutional areas of the historic districts of DeFuniak Springs are painted and unpainted brick, painted and unpainted concrete block, and stucco.



Figure 51: Left to right: most masonry buildings are found in the Downtown Business District; inappropriate modern mortar replacement resulting in damaged historic bricks; new brick masonry units installed around a new accessibility door.

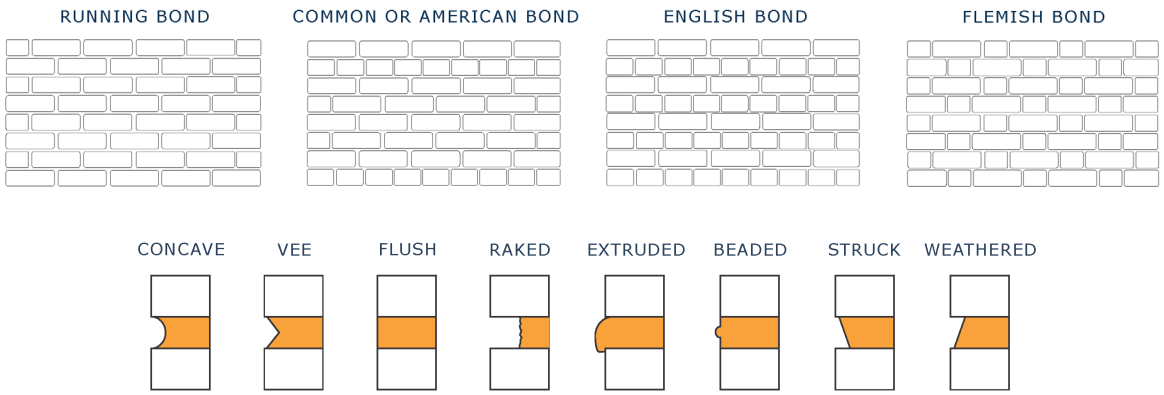


Figure 52: Examples of typical brick bond patterns and brick mortar joints.

Best Practices

- Replace deteriorated masonry in-kind or with materials that match the original in size, texture, color, and profile.
- Do not apply waterproof coatings to masonry walls, as they can alter appearance and trap moisture inside the masonry.
- Do not strip paint from historically painted masonry surfaces.

Painting Best Practices

- Confirm that repainting is necessary to protect or stabilize the damaged masonry.
- Select a highly vapor-permeable, breathable paint to prevent trapped moisture.
- Source materials from historic preservation masonry suppliers to ensure the paint is appropriate for your project.

Standard Historic Siding

The majority of exterior materials used as wall cladding on residences in the historic districts of DeFuniak Springs are siding and cladding types, including clapboard, bevel, double ogee, board-and-batten, patterned shingles, and novelty drop siding.

Board Widths

Narrower widths like 6-inch and 8-inch are the most common widths for historic wood siding like clapboard and bevel. It was also not uncommon for some siding like bevel to also feature 10-inch and even 12-inch-wide boards.

The main vertical boards installed for board and batten siding are usually a minimum of 8-inches wide with the joints covered by smaller vertical boards that are usually between 1- and 2-inches-wide.

Wood shingles were commonly sized 16-, 18-, and 24-inches long and came in widths from 6- to 13-inches.

Board Thickness

Wood siding boards are historically around 3/4-inches-thick and wood shingles typically feature a thickness of between 3/8- and 3/4-inches-thick.

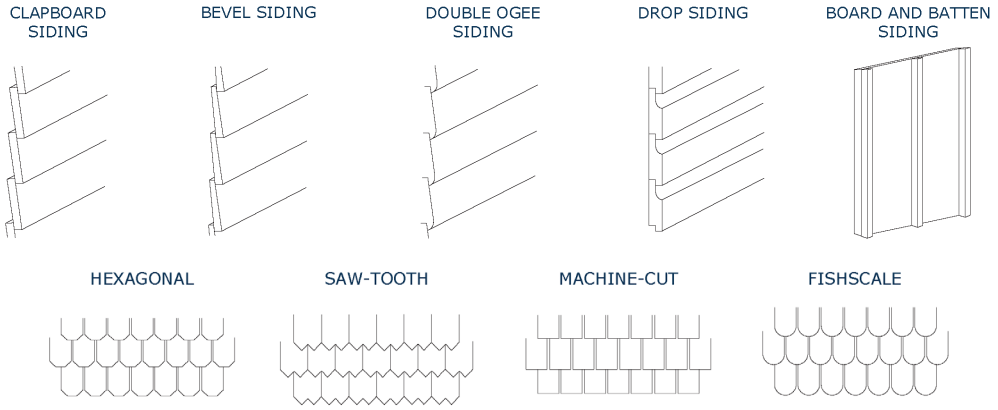


Figure 53: Examples of appropriate wood siding and shingle patterns.

Best Practices

- Replace damaged historic siding members piecemeal, using in-kind materials or substitutes that match the original in board width, length, and thickness.
- Install replacement siding without damaging underlying materials, trapping moisture, or compromising the façade's structural integrity.
- Follow hazardous material disposal guidelines when removing or replacing asbestos siding.

Painting Best Practices

- Select exterior paint that is breathable and compatible with historic materials.
- Use eco-friendly and durable paint to ensure long-lasting protection and performance.

Standard Contemporary Siding

While maintaining and preserving existing historic siding is the preferred approach in historic districts, contemporary siding replacement can be appropriate if it matches historic siding in board width, length, and thickness; covering historic details does not have nearly the negative effects as removing them.

Vinyl siding is not appropriate for historic homes because it hides or damages original materials and changes the home's historic appearance. Replacing vinyl siding with new vinyl is not allowed, even if vinyl siding was installed in the past. Homes with existing vinyl siding do not need to replace it right away if it is in good condition; however, when the siding wears out or needs full replacement, it is expected to be removed and replaced with a more appropriate material. Recommended options include painted wood siding, fiber-cement siding, or other high-quality composite materials that closely match historic siding in appearance.

The use of contemporary building materials on new construction within a historic district helps the building appear of its own time, rather than falsely historic, while still contributing to visual continuity by reflecting traditional forms and materials.



Figure 54: Example of appropriate fiber-cement siding with smooth boards that match historic board length, width, and thickness.



Figure 55: Example of inappropriate vinyl siding with incompatible board width and profile.

Best Practices

- Use smooth-finished boards that closely match the profile of historic siding; avoid wood-grain textures, as historic siding was typically planed and sanded smooth before painting.
- Lap siding joints toward the rear of the building and stagger them randomly to prevent a "stair-step" appearance; limit siding joints to long wall spans and avoid joints on elevations or wall sections shorter than 12 feet.
- Finish siding with historically appropriate paint colors, as historic siding was traditionally painted rather than stained or left unfinished.
- Allow compatible modern materials for new construction or additions, where they do not impact historic fabric or visibility from the public right-of-way.

4.6. Foundations

The foundations for historic buildings within the historic districts of DeFuniak Springs consist primarily of slab-on-grade and pier foundations.

Open Foundation Screening

Brick or concrete block pier foundations typically feature screening which includes framed lattice of crisscross design, narrow vertical boards, decorative brick, or other openwork design to obscure the crawlspace under the building.



Figure 56: Examples of foundations found within DeFuniak Springs.

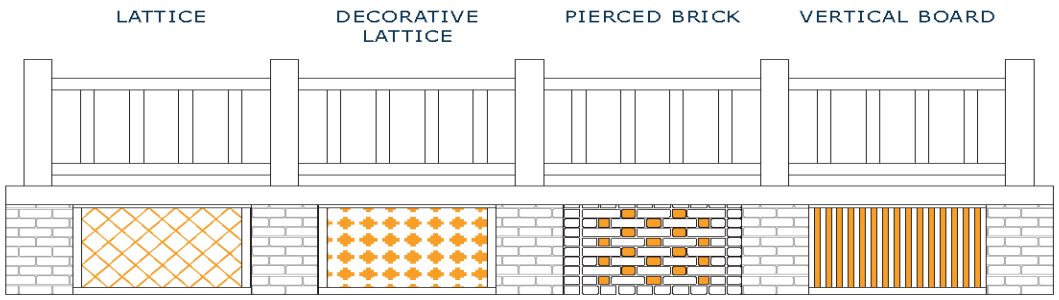


Figure 57: Examples of appropriate open foundation screening.

Best Practices

- Install screening to conceal the crawlspace of pier foundation buildings.
- Protect, insulate, or conceal utility connections, ducts, and pipes located beneath open foundations.
- Plant trees, shrubs, and other vegetation at least 2 feet away from the foundation to prevent damage from moisture and root growth.

4.7. Doors

Main entry doors on both residential and commercial buildings are usually designed to have a warm, welcoming appearance, while side and rear doors of are usually more utilitarian. Main entry doors designed as part of a storefront are often recessed to provide protection from the weather and allow more room for the display of products within the recessed entry.

Standard Doors

Doors are centered in their bays with front façade doors typically featuring panels that can be raised or flat, or glazing, including plain, colored, stained, beveled, and etched glass. Double doors are often used, as well as single doors with sidelights, transoms, and fanlights. Many residential doors in DeFuniak Springs also feature screen and/or storm doors.

Trims

Doors typically have a 5½ -inch wide flat trim, often edged with a plain band or a simple cap molding.

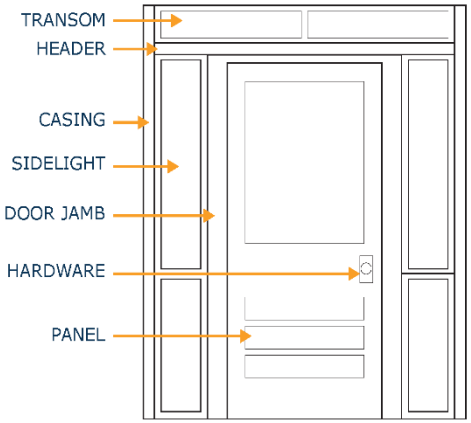




Figure 58: Left: Parts of a residential door; Above: Examples of appropriate historic doors, the center image demonstrating a compatibly designed storm door.

Best Practices

- Install screen doors with designs compatible with existing doors; full-light storm doors preferred on front façades.
- Install new or replacement hardware that matches the original finish, type, and style.
- Modify historic doorways in ways that preserve and respect the building's historic character.
- Replace doors with units that match the original size and fit within the historic opening.
- Design doors for new construction to reflect the fenestration pattern of surrounding historic examples.
- Integrate doors into storefronts to complement and enhance the design; avoid installing plate-glass doors.

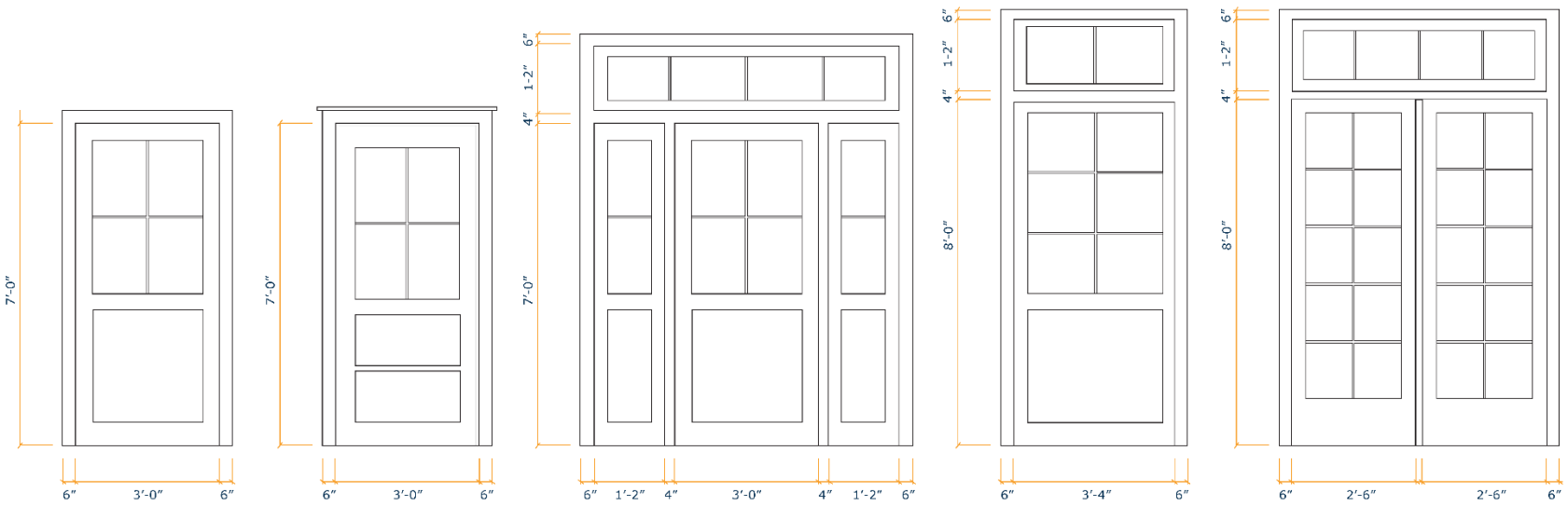


Figure 59: Standard door dimensions.

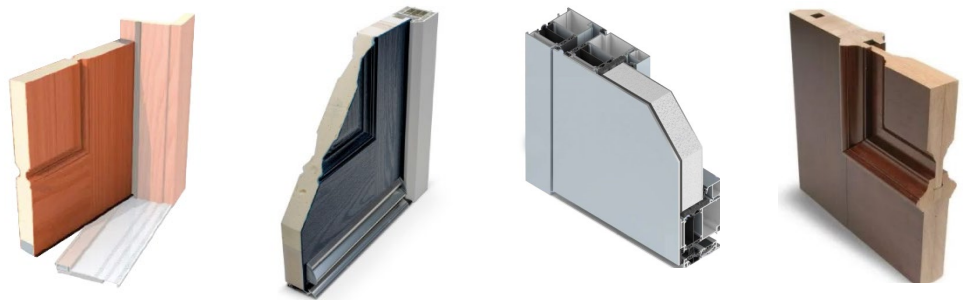


Figure 60: Cross sections showing common materials for replacement doors. From left to right: fiberglass, composite, aluminum, and wood.



Figure 61: Left to right: examples of appropriate fiberglass front door, steel rear door, and composite front door in terms of proportion and design.

4.8. Windows

Windows are among the most prominent features on a building and are important architectural elements of the building's façade.

Standard Windows

Windows are typically vertical in proportion. Two basic window patterns include 1 over 1 and 2 over 2, double-hung with wide trim that is flat or has a simple bond, with simple headers. On the front façade of the principal floor, the sill height may be no more than 3 feet for the majority of the windows.

Special Windows

Special windows include dormers or small rectangular or diamond accent windows. Dormers have either shed, hipped, or gabled roofs, and rectangular windows.

Trims

Windows typically have a 5½ -inch wide flat trim, often edged with a plain band or a simple cap molding.

Shutters

Painted, operable shutters are encouraged on single windows. Shutter styles can be louvered or planked. Awning shutters (hinged at the top) are encouraged.

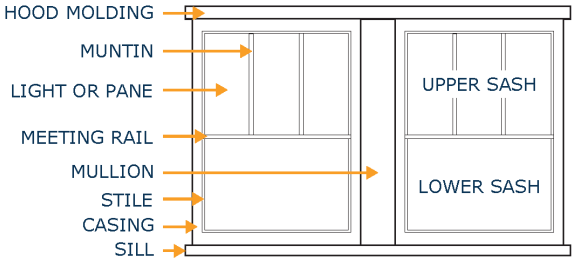




Figure 62: Left: Parts of a window; Above: Examples of appropriate historic windows, the right image demonstrating a compatible storm window.

Best Practices

- Repair historic windows whenever possible, using wood or metal, and replace them only if deterioration makes repair unfeasible.
- When replacement is needed, choose windows that match the original size, shape, and details, or consider a custom-made option.
- Install storm windows and screens that fit properly, with clear (untinted) glass preferred to maintain the historic appearance.
- Ensure new or replacement windows reflect the building's historic character, including size, profile, and proportions.
- Keep window openings and spacing unchanged to preserve the building's historic rhythm and proportions.
- For new construction, design windows to align with surrounding buildings and include details such as sash, muntins, and sills that complement the exterior.

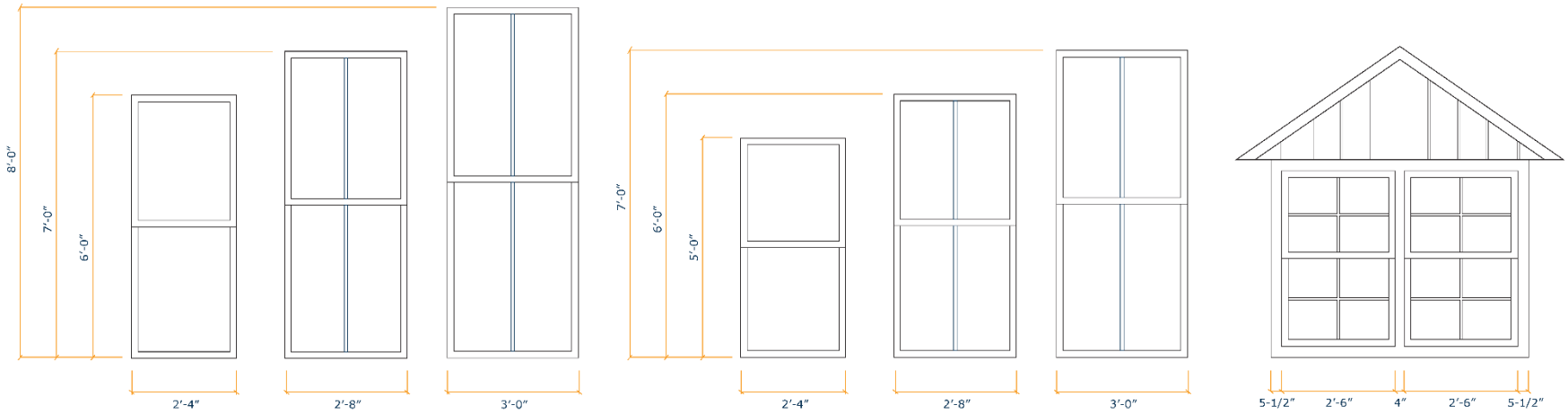


Figure 63: Standard window dimensions - First Floor - Second Floor - Gable Roof Dormer

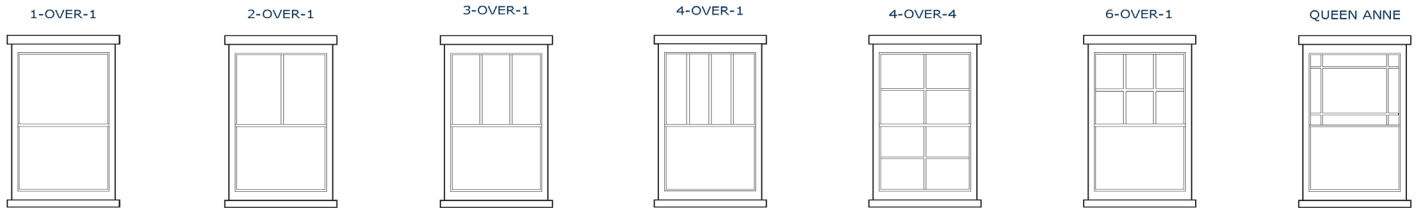


Figure 64: Diagram of typical window types.



Figure 66: Cross sections showing common substitute materials for windows. From left to right: aluminum clad, vinyl clad, vinyl, and composite/fiberglass.



Figure 65: The left vinyl-clad window fits the historic window opening while the right vinyl replacement window does not match its historic opening size.

4.9. Porches

Many historic residences in DeFuniak Springs have front porches that often feature many decorative elements. Porches are especially susceptible to deterioration and are often altered to fit the changing needs and styles of the time. Front porches are held to a higher standard than side or rear porches.

Standard Porches

Porches are a minimum of 8 feet deep and range from partial-width, full-width, to wraparound. They can be one- to two-stories with either shed, gabled, or hipped roofs; they can also be integrated under the roof of the main building.

Column Types

Column types include simple square, turned, tapered or chamfered square columns of 4 to 8 inches, or square box columns up to 12 inches on major porches. Double posts on a singular pier are commonly featured on Craftsman style residences. Balusters should be square with tight spacing, or simple cutouts from wide rails. Column heights are typically 9 to 10 feet for the first floor of a two-story porch, and 8 to 9 feet for a single-story porch. The beam is to be the same width as the column.

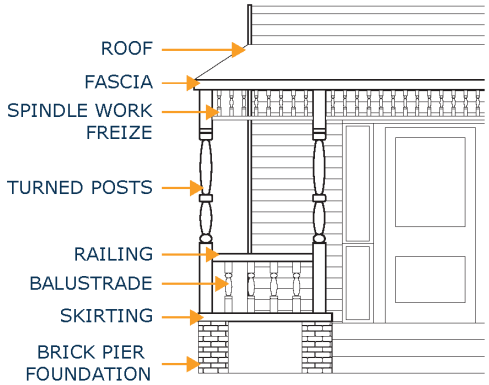




Figure 67: Left: Parts of a porch; Above: Examples of porches found within DeFuniak Springs.

Best Practices

- Replace deteriorated porch features in-kind or with materials that replicate original size, design, detail, scale, and finish.
- Install missing posts and railings to match the historic feature's size, shape, profile, proportion, and spacing.
- Add new side or rear porches designed to be compatible with the building's overall character.
- Enclose or screen side porches using clear or transparent materials, placing infill behind existing columns.
- Design new construction porches with decorative elements that complement the building's style and the surrounding district.



Figure 68: Standard porch type diagrams.

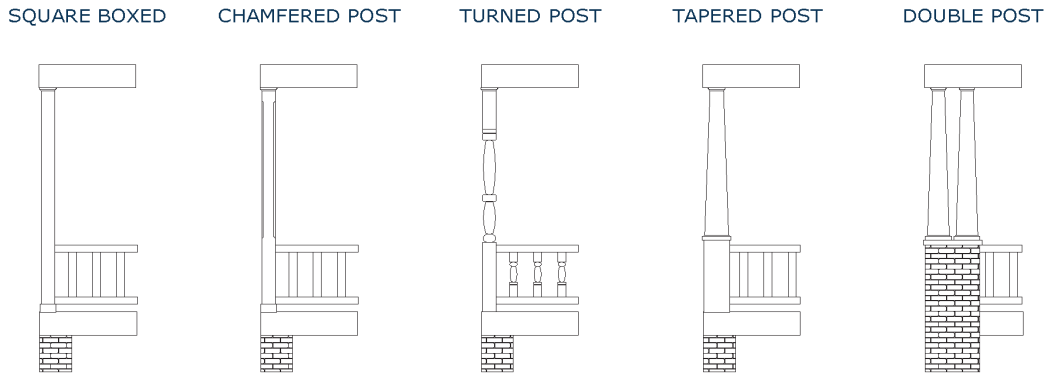


Figure 69: Examples of appropriate porch column styles.

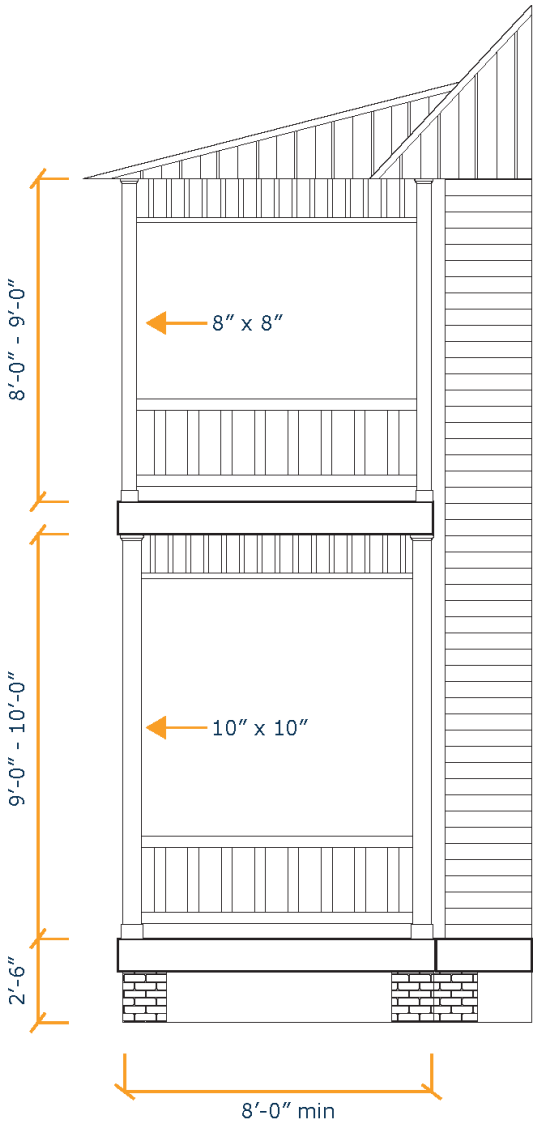


Figure 70: Standard porch dimensions.

4.10. Roofs

The roof is one of the prominent defining features of a historic building. Historic roof shapes and elements such as chimneys, gables, dormers, and steeples are important character-defining features of roofs. A variety of roof types are common within DeFuniak Springs and are largely dependent on the architectural style and form of the building.

Forms

Residential roofs forms commonly include shed, gable, cross gable, and hip; they can be low or steep pitched and can also feature integrated porches. Commercial roof forms commonly include flat with stepped parapets or flat parapets with detailed cornices.

Materials

Typical roofing materials within the historic districts include composition asphalt shingles, built-up composition, decorative metal roofing tiles, terra cotta, and various types of metal surfacing.

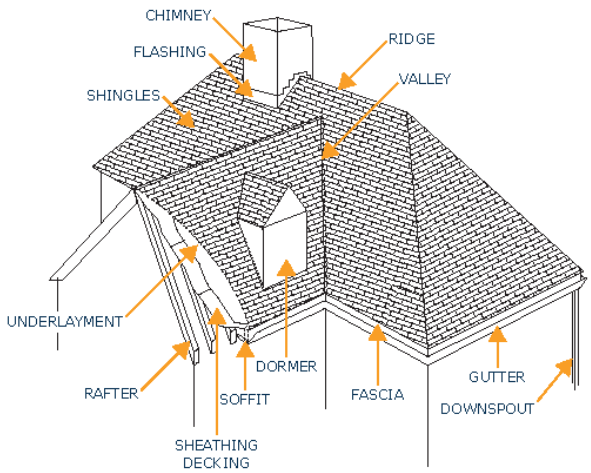




Figure 71: Left: Parts of a roof; Above: Examples of various roofing forms and roofing materials found within DeFuniak Springs.

Best Practices

- Select roof colors that harmonize with the building and surrounding district.
- Replace historic roof materials at the end of their life in-kind or with materials that replicate original texture, pattern, and color.
- Use substitute roofing materials only to complement the building's architectural style and roof form, not to mimic non-existent historic roofs.
- Specify replacement asphalt shingles in unobtrusive colors such as dark grey, black, dark brown, or dark reddish brown.
- Design cornices on new construction to match the height of surrounding buildings.

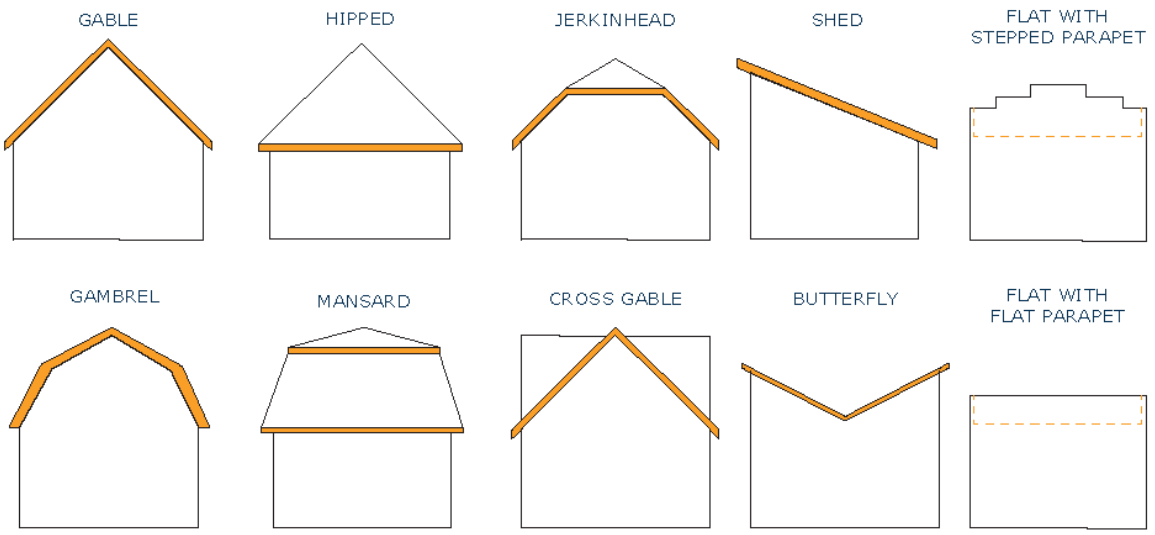


Figure 72: Examples of typical roof forms.



Figure 73: Examples of common and replacement roofing materials. Clockwise: standing seam metal, corrugated metal, 5v crimp metal, decorative metal, terra cotta, diamond shaped luxury asphalt shingles, architectural asphalt shingles, and three-tab asphalt shingles.

4.11. Storefronts

Storefronts are some of the most important elements of the front façade of commercial buildings as they help attract customers and clients to a business by providing an inviting appearance and allowing view into the ground floor. Traditional storefronts are composed of a storefront cornice, signboard area, entrance, display windows, and framing elements consisting of storefront piers and bulkheads.

Standard Storefronts

Standard commercial buildings range from one to three stories in height, the majority being one story. The storefront makes up the first floor of a commercial building and are a minimum of 14-feet tall; the upper stories a minimum of 8-feet tall.

Large plate glass windows at the street level of the façades are the foremost features of a traditional storefront from the late 19th and early to mid-20th centuries. The windows themselves are raised off the ground by wood, cast iron, brick, tile, or pressed metal panels or bulkheads.

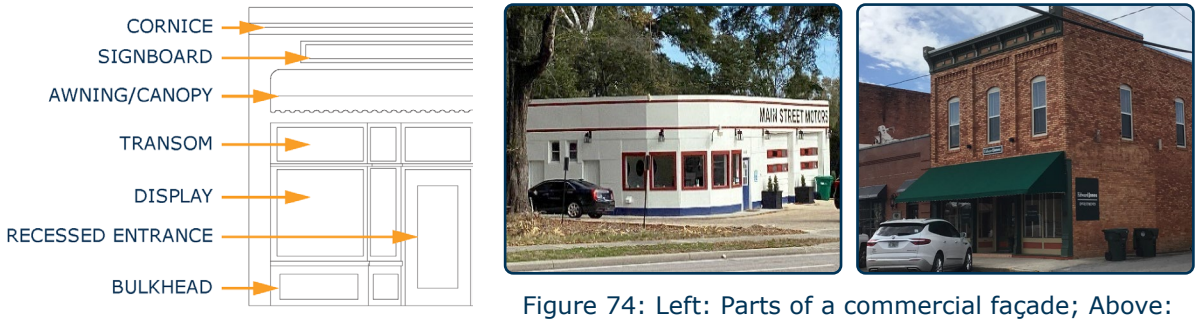


Figure 74: Left: Parts of a commercial façade; Above: Examples of storefronts found throughout DeFuniak

Best Practices

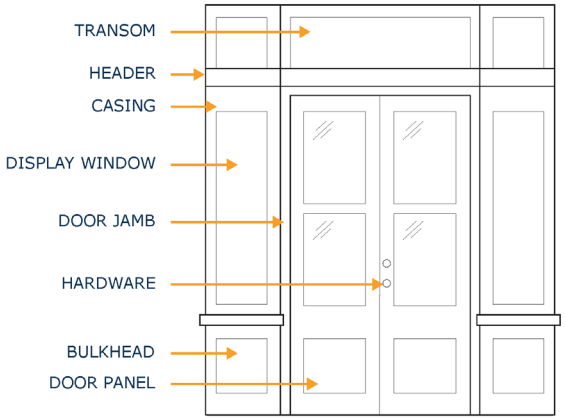
- Install display windows with clear, untinted glass; use interior blinds or drapes for privacy.
- Replace deteriorated storefront features in-kind or with materials that replicate the original design, dimensions, detail, texture, color, and material.
- Reconstruct missing storefront elements using documentary or photographic evidence; when none exists, design compatible replacements in size, shape, profile, color, and character.
- Design new storefronts to align with existing storefront piers and the established cornice line of the block.
- Avoid adding details or ornamentation that create a false sense of history or conflict with the storefront's design.

Entrances

Storefront doors are typically recessed into the storefront itself and can be centered in their bays amidst display windows. Front façade doors are full or half-light with either single- or multi-light inset glass. Double doors are often used, as well as single doors, both featuring operable or fixed transom windows.



Figure 75: Above: Examples of storefront entrances found within DeFuniak Springs; Below: Parts of a commercial door.



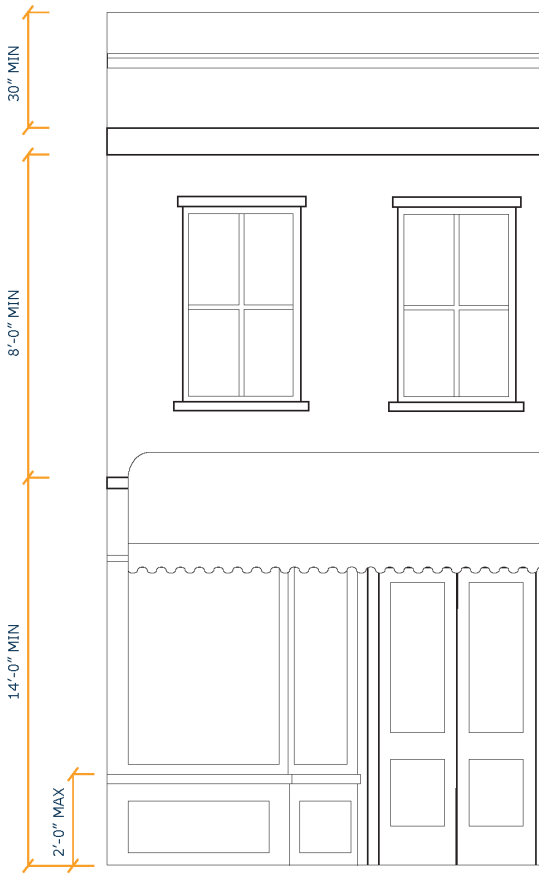


Figure 76: Standard commercial building dimensions.

Best Practices

- Install new, code-compliant doors that are appropriate to the architectural style of the commercial storefront.
- Avoid replacing doors with stock units that do not fill the original openings or match the original size, material, and design.

Upper Façades

Commercial buildings are typically designed for commercial use on the street level and office, mercantile, or residential uses on the upper levels. Parapets, be it flat, stepped, curved, or another shape, often also feature on the upper façade of commercial buildings. Parapets are a minimum of 30-inches above the roof surface.

The upper façades of DeFuniak Springs' downtown buildings are typically constructed of brick with varying levels of detail including brick corbelling; quoins; dentils; brackets; and pressed tin and sheet metal cornices. The upper façades of two-story commercial buildings typically have rows of windows, allowing natural light into the upper floor or floors.



Figure 77: Examples of upper façades found on commercial buildings within DeFuniak Springs.



Figure 78: Examples of typical commercial cornices.

Best Practices

- Preserve historic upper façade features, such as cornices, parapets, and ornamentation, and avoid their removal, replacement, or concealment.
- Replace deteriorated original cornice details or elements in-kind or with materials that match the original design, dimensions, color, and material.
- Avoid adding conjectural, historically incorrect, or incompatible details or ornamentation to upper façades.

4.12. Awnings and Canopies

Awnings provide shelter from the sun, rain, and snow, and help improve the thermal efficiency of windows exposed to direct sunlight in summer. Many historic awnings were operable so they could be retracted, either at night or to allow sunlight to enter the building during the winter. Awnings and canopies are typically found on storefronts, with awnings also featured on the windows of commercial and residential buildings.

Standard Awnings

Commercial awnings on the first-floor project a minimum of 3-feet and a maximum of 9-feet from the building façade and have a minimum of 8-feet clearance from the sidewalk. Awnings frame shapes include traditional, arch, and circular. Metal canopies can be stationary or suspended.

Materials

Fabric awnings were historically made of steel frames and canvas duck. Today the frames are typically made of aluminum covered with a fabric such as canvas or similar woven material that has been treated with a fire retardant. Metal awnings primarily come in two different materials: aluminum and galvanized steel.

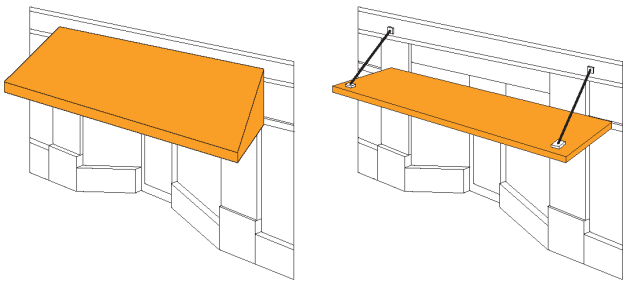


Figure 79: Examples of a typical commercial awning and canopy.



Figure 80: Examples of a metal canopy and curved fabric awning found within DeFuniak Springs.

Best Practices

- Fit awnings to the openings they serve; use curved or rounded awnings (not bubble types) for arched openings.
- Mount awnings on historic masonry through mortar joints to prevent damage to original materials and details.
- Select awning colors that coordinate with the building's overall color scheme; favor solid colors and stripes.
- Install awnings and canopies so they do not obscure decorative windows or significant architectural features.

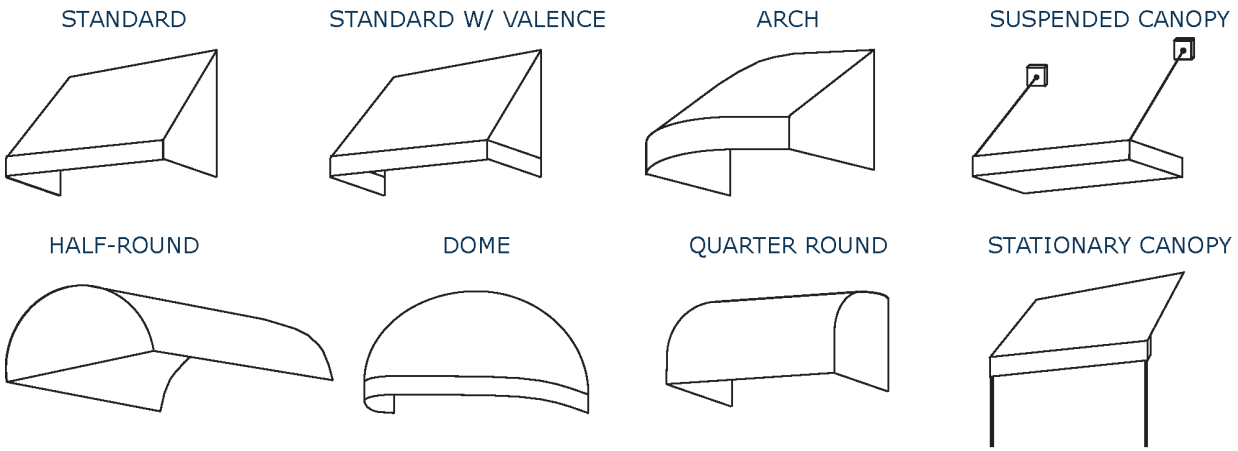


Figure 81: Examples of typical awning styles.

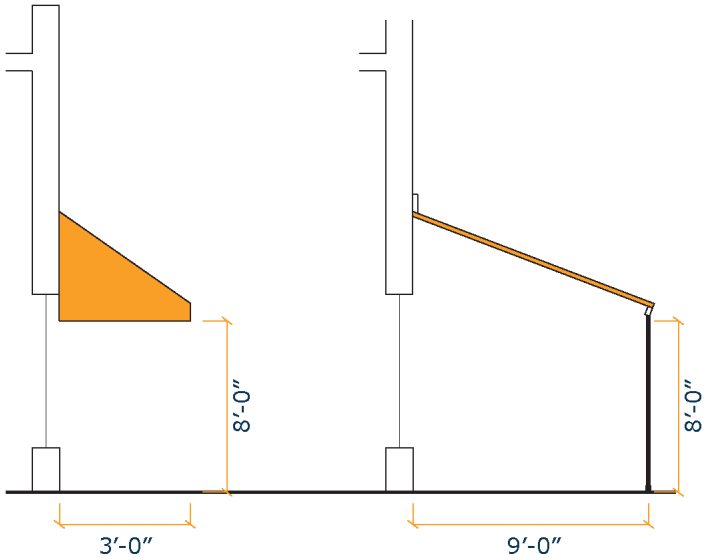


Figure 82: Standard awning dimensions.

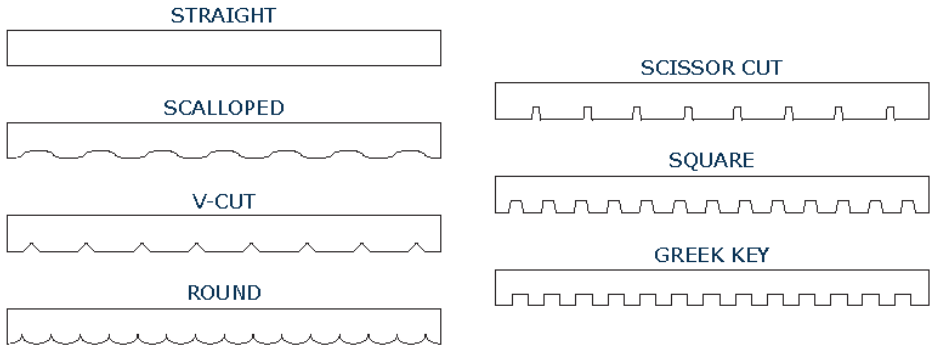


Figure 83: Examples of standard valance styles.

4.13. Exterior Lighting

Historically, exterior light fixtures were confined to business signs, entries, and sometimes architectural features such as cornices. Public, religious, and institutional buildings were often fully illuminated to confirm their importance to the entire community. Exterior illumination on residential buildings is limited to porch lights, entry lights, and sometimes lighting at driveway and sidewalk entries.

Style

Exterior light fixtures are designed and chosen to best match a building's architectural style through complementary shapes and finishes. For traditional homes, choose classic lanterns or traditional forms. Modern homes benefit from sleek, geometric fixtures with straight lines. Simple lantern designs are the most appropriate for vernacular homes.

Scale

To determine the right size for a front entry light fixture, consider the dimensions of the entryway and the scale of the building. Depending on the light fixture, it is common to choose light fixtures that are 1/3, 1/4, or 1/5 the size of the entry door's height. Door-framing lights are a natural choice for symmetrical entries and typically placed 6- to 12-inches from the door casing.

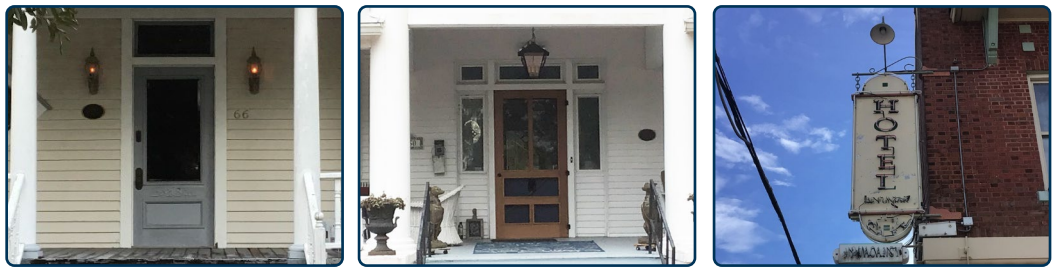


Figure 84: Examples of exterior light fixtures found within DeFuniak Springs.

Best Practices

- Repair deteriorated or damaged historic light fixtures to retain their original appearance.
- Replace missing or damaged fixtures with replicas of the original or with compatible fixtures appropriate to the building's architectural character.
- Install new fixtures to minimize damage to historic materials, mounting through mortar joints rather than masonry units.
- Select durable fixture materials to ensure long-term performance.
- Use lighting with a warm glow; avoid bright blue LED lighting in the commercial corridor.

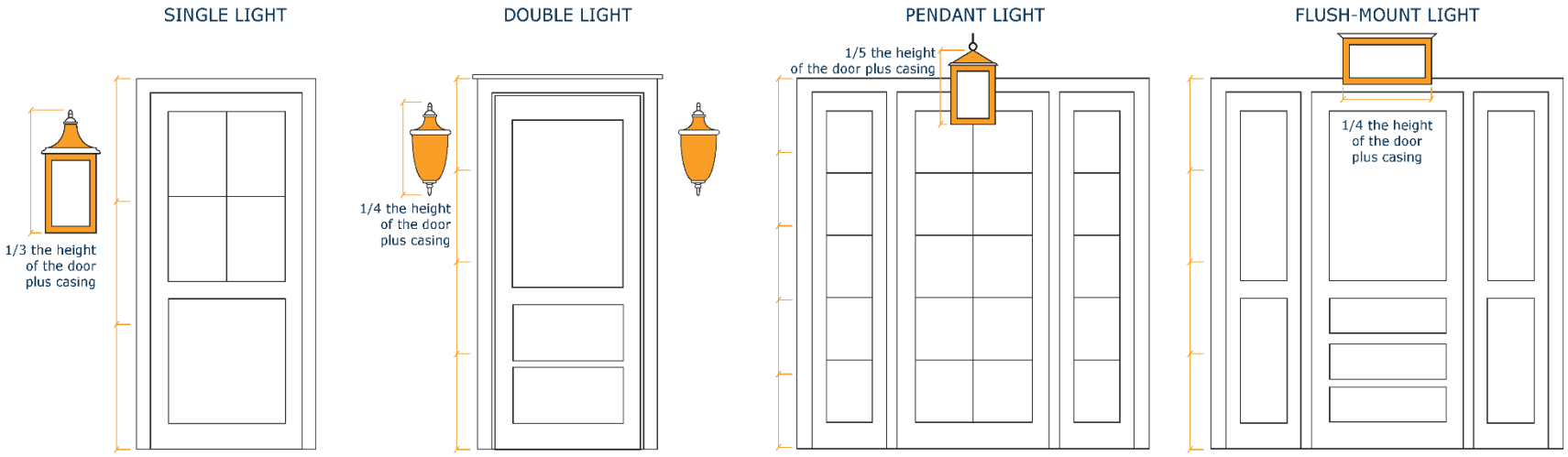


Figure 85: Examples of appropriate scales for exterior lighting around residential front entrances.

4.14. Fencing

Fences and perimeter walls are typically located at the front property lines in residential areas. They help to define public from private space, as well as significantly contribute to the character of the district. Screening fences are located around side and rear yards.

Standard Fences

A number of historic perimeter wall and fence types can be found throughout the DeFuniak Springs historic districts. These include brick walls; wood fences including picket and ranch rail; chicken wire; and cast-iron fences.

Front yard fences in a residential district do not exceed 2-feet above the nearest street grade. Screening fences along rear or side yards are between 6- and 8-feet in height and are generally opaque at a distance of 10-feet.



Figure 86: Examples of appropriate front yard fencing in DeFuniak Springs, the right image also demonstrating appropriate rear yard screening.

Best Practices

- Replace deteriorated historic walls or fences in-kind or with materials that replicate the original type, scale, texture, and color; when infeasible, use a simple fence that complements surrounding architecture.
- Design new walls and fences to align with the building and adjacent property setbacks and to match the building's scale and material.
- Install fences at appropriate heights that do not screen front yards.
- Construct new fences with durable materials and a consistent pattern.
- Limit chain-link fencing to rear yards only.

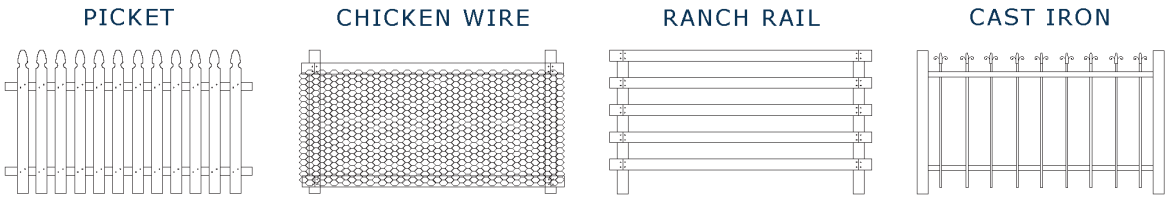


Figure 87: Diagram of appropriate fence types for front yards.

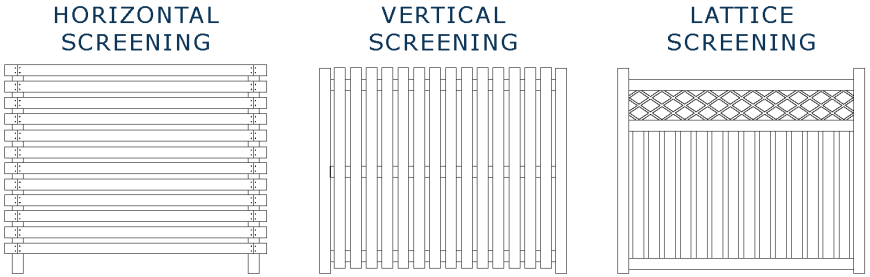


Figure 88: Diagram of appropriate screening fence types for rear and side yards.

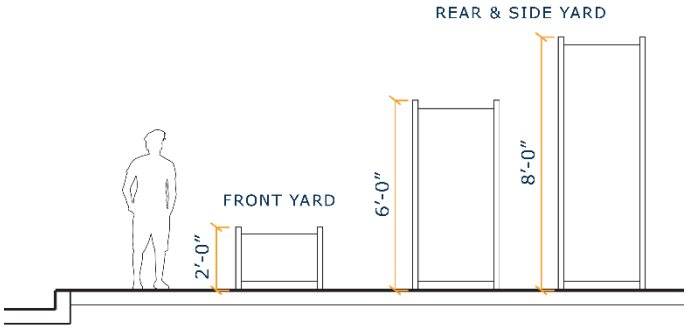


Figure 89: Standard fencing height diagram.

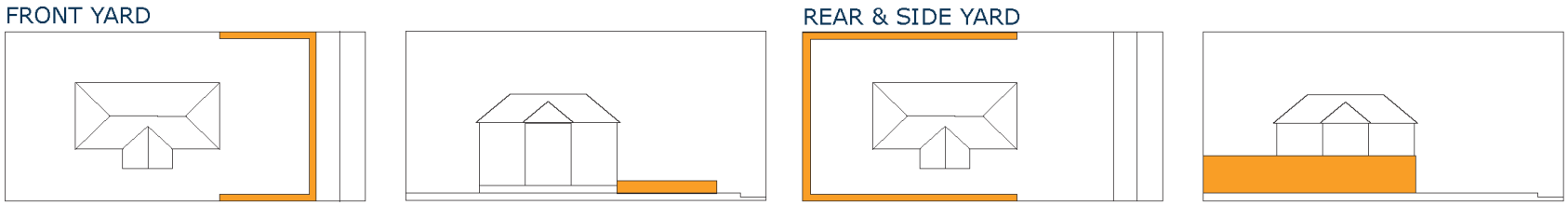


Figure 90: Diagram of appropriate location of residential fences.

4.15. Outbuildings and Accessory Structures

Outbuildings and accessory structures are primarily associated with residential properties and often contribute to the overall character of a property and the district. Accessory structures are subordinate to and typically compatible with the principal building and are often not easily seen from the public right-of-way.

Standard Accessory Structure

A number of outbuildings and accessory structures can be found throughout the DeFuniak Springs historic districts. These include but are not limited to sheds, carriage houses, garages, summer kitchens, and carports.

Accessory structures should be sited to maintain appropriate separation from the main building and other structures, and their placement should respect typical setbacks for rear, side, and, in some cases, front yards. The size of accessory structures should remain compatible with the surrounding residential context. Homeowners should consult and follow the city's municipal code for specific setback and size requirements.

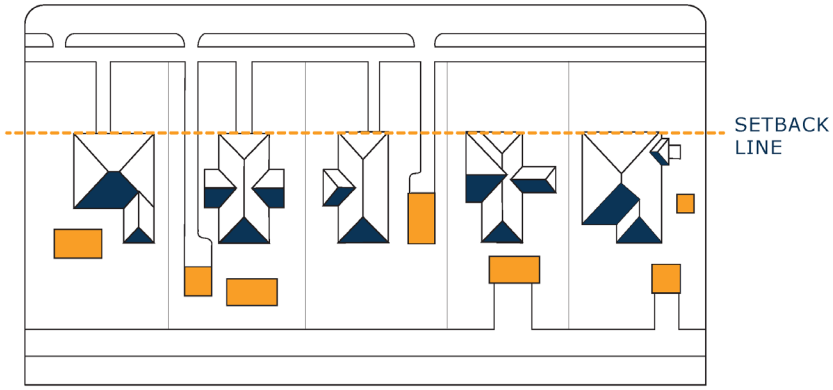


Figure 91: Diagram of appropriate locations of accessory structures within a residential block.





Figure 92: Examples of accessory structures found within DeFuniak Springs.

Best Practices

- Replace damaged historic siding on accessory structures selectively, either in-kind or with materials that match original board width, length, and thickness.
- Locate and design new accessory structures in rear or side yards to complement the principal building's architectural style, scale, form, and materials.
- Match new or replacement door hardware on accessory structures to the original finish, type, and style.
- Avoid constructing accessory structures taller than the principal building on the lot.
- Install prefabricated, non-permanent sheds at the rear of the property; keep them small in scale and compatible in style and materials with the principal building.

Standard Parking Structure

Parking structures must be delicately incorporated into the design of a property. Parking structures include carports, garages, and carriage houses; the impact of a garage structure can be minimized by constructing a carriage house that includes living space above the garage. Porte cocheres or carports integrated under the roof of the principal building are also encouraged as parking structures.

Garage doors can be out-swinging, overhead, or sliding and are typically carriage style or paneled and constructed with wood or aluminum.

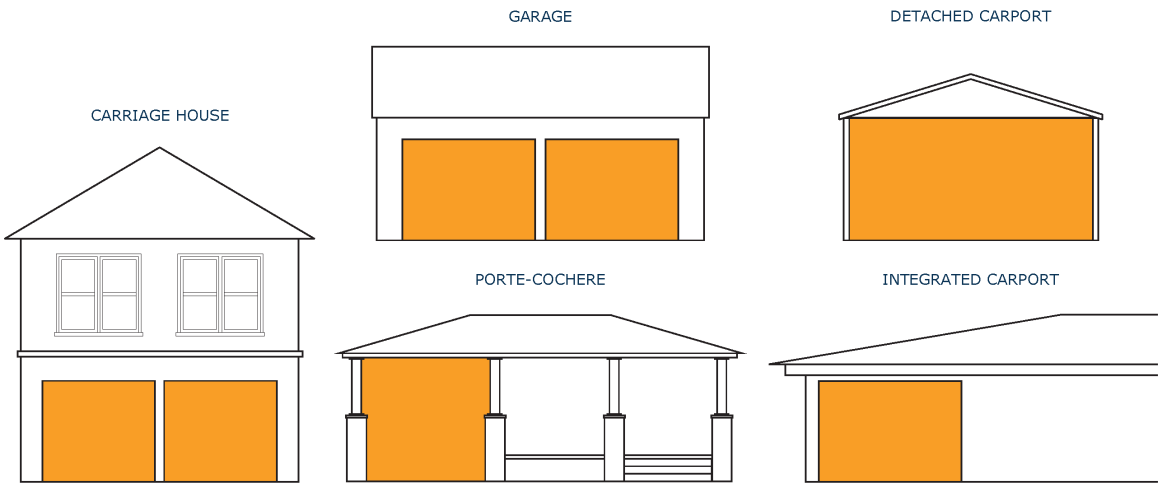


Figure 93: Standard parking structure types.

Best Practices

- Locate and design new parking structures in rear or side yards to complement the principal building's architectural style, scale, form, and materials.
- Use carriage-style garage doors and hardware appropriate to the building's architectural style.
- Match new or replacement door hardware on parking structures to the original finish, type, and style.
- Avoid constructing parking structures taller than the principal building on the lot.

4.16. Paint and Color

The paint or other architectural coatings applied to the exterior materials help contribute to the character of a building. Some construction materials have colors that are integral to their manufacture, including brick, stone, cast stone, concrete, copper, and bronze. Other materials are painted or finished with other types of applied architectural coatings, including wood, tin, zinc, and stucco.

Although paint color is not regulated in the historic districts of DeFuniak Springs, there are certain color schemes that are recommended. In relation to the Chautauqua history in the DeFuniak Springs Historic District, it is recommended that the residences along Circle Drive primarily feature white paint. It is also recommended that the commercial buildings in the Downtown Business District feature white, subtle teal, natural brick, off white, and earthy colors and that the streetscape elements such as planters, benches, and canvas awnings feature black paint or fabric; this creates continuity within the commercial corridor.



Figure 94: Examples of appropriate color schemes for their building's architectural styles and for their location in DeFuniak Springs.

Best Practices

- Select a harmonious paint palette with contrasting colors to highlight architectural details such as trim and dentil molding.
- Limit exterior color schemes to three colors unless paint analysis documents a historically accurate scheme with more.
- Evaluate building materials and apply paint or finishes appropriate to each material.
- Use high-quality paint that matches the existing paint composition on the building.

Choosing a Color Scheme

A residence's architectural style can help guide paint color choice. For example, Victorian homes often feature bold, contrasting colors, while Craftsman-style homes typically use earth tones. Research color schemes that are historically accurate or complementary to a residence's style to ensure a cohesive look. Cues can also be taken from the surrounding buildings of your property when selecting colors. Overall, colors should be chosen that harmonize with neighboring homes and the natural landscape while still showcasing the building's unique charm.

Most buildings can be categorized into three parts for a color scheme:

- body of the building
- major trim
- minor trim/accent



Figure 95: Example of appropriate color schemes for a frame vernacular (left) and Craftsman style (right) residence. Similar color schemes for other architectural styles can be found in the adjacent links.

Resources for Historic Home Paint Color Selection

- Sherwin Williams: https://www.sherwin-williams.com/homeowners/historic-collection/exterior-historic-colors
- Benjamin Moore: https://www.benjaminmoore.com/en-us/paint-colors/historical-collection
- PPG: https://www.ppgpaints.com/color/color-collections/historic

4.17. Utilities

As advancements in modern technology continue to grow, a compromise must be met between these ever-changing needs and the preservation of historic districts. Utilities include heating and air conditioning equipment, electrical panels and meters, telecommunications equipment, satellite dishes, and freestanding antennas.



Figure 96: Examples of best practice screened and painted utilities (left) and rear utility placement appropriately screened (right) on residential properties.



Figure 97: Examples of best practice fencing/landscaping screening of utilities (left) and rooftop utility placement (right) on commercial properties.

Best Practices

- Locate exterior conduit and utility housing as inconspicuously as possible.
- Paint utility housing to match the surface it is mounted on, including siding on residential buildings.
- Position rooftop mechanical systems to remain invisible from the street.
- Install equipment to minimize damage to historic materials, mounting through mortar joints rather than masonry units.

4.18. New Construction

In planning new construction in a DeFuniak Springs historic district, building form and streetscape elements should be carefully considered. Streetscape elements can reinforce the area's attractiveness and make it a desirable place to live or do business. Building form is the largest element within the streetscape and tends to command with "form" referring to the shape and massing of a building. Historic downtown commercial buildings, for example, often have a form that is rectangular, tall in proportion, and long or deep.

To ensure compatibility with contributing historic structures within the historic districts of DeFuniak Springs, designs for new buildings should strive for compatibility with the following characteristics of surrounding buildings:

a) Height, scale, orientation, spacing, and site coverage of surrounding buildings.

b) Façade proportions and window patterns of surrounding buildings.

c) Size, shape, and proportions of entrances of surrounding buildings.

d) Materials, textures, color, and architectural details of surrounding buildings.

e) Roof forms of surrounding buildings.

f) Horizontal or vertical emphasis of surrounding buildings.

g) Landscaping, walls, and fences in the surrounding area.



Figure 98: Examples of appropriate new residential construction within a DeFuniak Springs historic district.

Best Practices

- Site new construction on existing vacant lots.
- Draw inspiration from surrounding historic buildings for design.
- Match building width and proportions to be compatible with adjacent structures.
- Maintain solid-to-void (wall-to-window) ratios consistent with surrounding historic buildings.
- Orient and align new construction with the street and existing building setbacks.
- Design new buildings to be compatible with the environment while reflecting contemporary materials and construction.

The following design principles serve as guidelines for new construction within the historic districts of DeFuniak Springs, ensuring that new projects contribute to the aesthetic and integrity of the area.

Orientation

Orientation refers to the direction that a building faces in relation to the street. Most buildings are oriented so that the main entrance on the primary façade faces the street.

Setback

Setback describes the distance between a building and its property line. For the purposes of this document, it generally refers to the setback from the street-adjacent property boundary. Buildings shall conform with front yards of buildings within one hundred fifty (150) feet on each side. In the DeFuniak Springs Historic District, many residential properties are set back between 50 and 100 feet from the property line, creating an open space between the front of the house and the street, forming a front yard.

Mass and Scale

Mass and scale are significant design features that contribute to the visual character and rhythm of historic districts. Commonly, historic buildings along a given street were built with similar mass and scale. While new buildings may be larger than historic ones, it is important that new construction not be dramatically greater in mass and scale than that which has been established in the historic district. A building that is much larger than surrounding historic structures will compromise the visual continuity of the streetscape.



Figure 99: Diagram showing new construction residential examples with compatible and incompatible characteristics, including massing, scale, style, and fenestration, within a block in the DeFuniak Springs Historic District.

Height

A building's height is determined by the number of stories, as well as the shape of the roof and the presence or absence of projecting features such as chimneys or towers. Visual continuity is obtained when building heights are similar along a street or within a historic district. The height of newly constructed buildings should be within the range of heights historically found within the block and likewise, prominent features such as cornices or parapets should be of similar height as those traditionally found in the district. In order to maintain the established visual continuity of the streetscape, it is important that new buildings do not overwhelm surrounding historic structures in height but respect the established height pattern of the buildings in the block.

Width

A building's width creates a sense of rhythm that contributes to the sense of visual continuity and cohesiveness of the streetscape. When designing new construction, it is important to reflect the established pattern of building width in the area. New buildings may be wider than existing building widths as long as they convey a perception of width similar to historic buildings. This can be achieved by incorporating vertical divisions or subtle setbacks in the building's design which gives the appearance of traditional widths.

Rhythm and Spacing

Rhythm is the repetition of architectural forms along a streetscape. Width, height, spacing, setback, and orientation, as well as the placement of architectural features such as cornice lines, windows, and doorways contribute to the rhythm of the street. Proportions of window and door openings as well as the rhythm and spacing of window and door openings strongly contribute to the visual appearance and character of a district. This includes the pattern of display windows along storefronts as well as upper façade windows.



Figure 100: Diagram showing new construction residential examples with compatible and incompatible characteristics, including height, massing, scale, architectural character, and fenestration, within a block in the Dorsey Avenue Historic District.

Alignment

When buildings on the same street are constructed with the same setback distance, they are aligned to one another. Elements such as cornices, rooflines, windows, and doors can be aligned vertically or horizontally and can be aligned based on the top, middle, or bottom of the element. You may not notice when things are aligned but it would likely be noticeable when they are not.

Proportion

Proportion refers to the visual effect of the relationship between architectural elements and the building as a whole. Proportions may be expressed as mathematical ratios drawn from classical architectural theory, which may be used to determine the placement and size of architectural features including windows, doors, columns, etc.

Architectural Style

A building's architectural style is defined by its overall appearance and common features which refer to particular trends that were in use in the region and time period in which the building was designed and constructed. Each architectural style combines qualities of massing, scale, proportion, rhythm, detail, and ornamentation. It is important to be able to distinguish new buildings from historic ones. Avoid replicating historic styles in new construction design or developing a design that contrasts too dramatically with the existing historic architectural context. New buildings need to be visually compatible with neighboring historic buildings yet be representative of their own time. Contemporary interpretations of traditional details are encouraged.

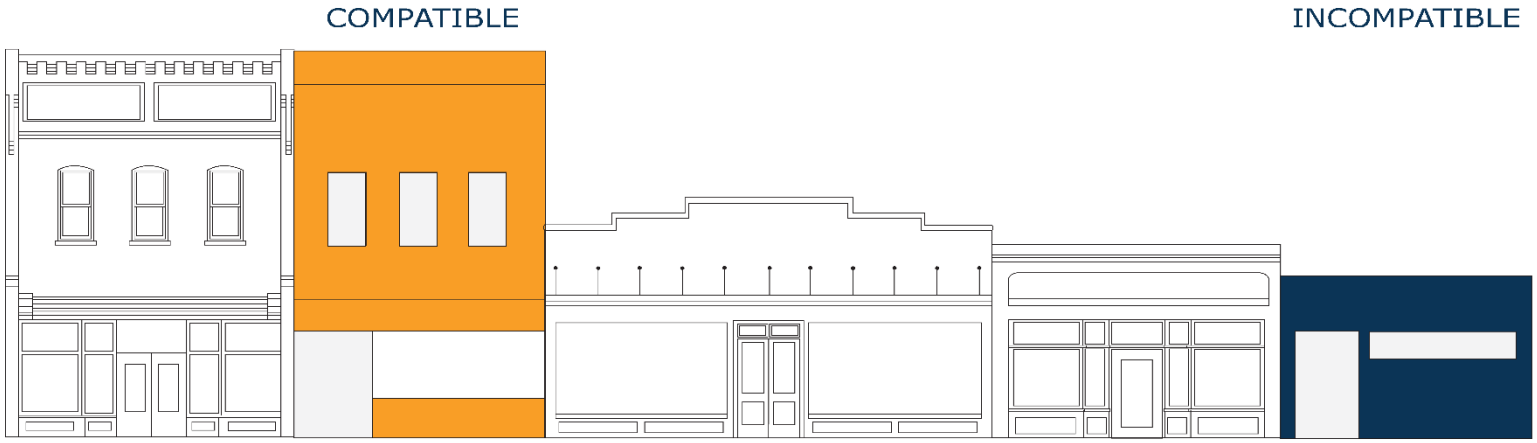


Figure 101: Diagram showing new construction commercial examples with compatible and incompatible characteristics, including height, cornice line, and fenestration, within a block in the Downtown Business District.

4.19. Additions

When designing and constructing an addition to a historic building, the primary goal is to protect the principal building's historic character and integrity. The most appropriate location for a new addition is where it has minimal visibility from public areas or primary views, such as on a rear or inconspicuous side elevation. New designs should be compatible in style, size, and location, but also clearly distinguishable from the historic building. The best additions achieve a balance, avoiding both identical and excessively contrasting styles.

Construction must be carefully planned to protect existing systems like roofing, drainage, and HVAC. While small additions like decks, porches, or fire stairs are common, any new construction, especially multi-story additions, should account for new structural loads.

Essential considerations for a new addition include:

- Placement or location of the new addition on the site
- Size, scale, and massing of the new addition
- Differentiating the new addition from the historic building



Figure 102: Examples of appropriate rear additions to residential and commercial buildings in DeFuniak Springs.

Best Practices

- Design additions to be compatible with the massing and scale of the main building, generally at the same or lower height than surrounding historic buildings.
- Select materials that complement or harmonize with the surrounding historic fabric.
- Reflect earlier architectural styles in additions without directly copying them.
- Locate additions on the side of the building to align with the principal façade and respect street alignment and setbacks.
- Set back rooftop additions from the front façade, match existing roof forms, and preserve historic rooftop features.

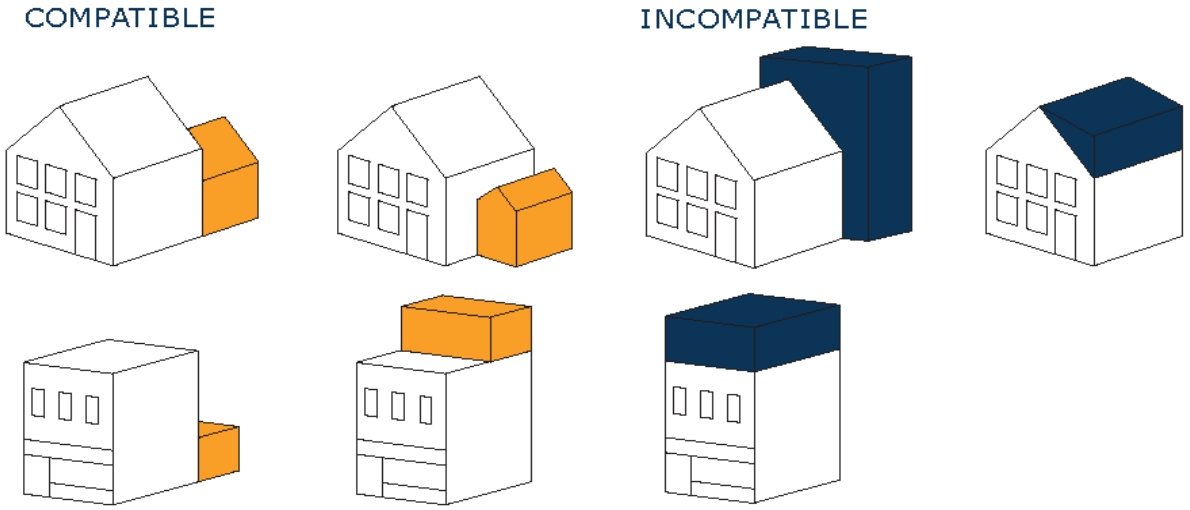


Figure 103: Examples of appropriate locations of additions for residential and commercial buildings.



Figure 104: Examples of compatible additions, in terms of scale and façade design, for residential and commercial buildings.

Chapter 5. Demolition and Relocation

5.1. Demolition

Historic buildings contribute to the overall historical and physical significance of the city; the loss of any one of these historic buildings is a historic loss for the city. As such, demolition is strongly discouraged for any historic building. Demolition results in a loss of architectural and historical integrity and can dramatically change the character of a neighborhood. Demolition is generally discouraged; however, it may be approved in certain situations.

No permit for the demolition of a principal improvement in the Historic District shall be issued until a Certificate of Appropriateness (COA) has been granted by the Planning Director for both the demolition and proposed plans for new construction on the site. Preservation alternatives should also first be evaluated and the site to be demolished should be properly recorded.

Demolition by Neglect

Demolition by neglect is the willful negligence of a historic property in order to hasten its deterioration to a point where demolition is the only option. Property owners are expected to keep their buildings in sound repair in compliance with all applicable codes, laws, and regulations governing the maintenance of property.

Partial Demolition

In some cases, it may be appropriate to demolish a non-historic, non-contributing, or structurally unsound portion of a contributing property. Partial demolitions will be evaluated by the Planning Director on a case-by-case basis, taking into account the significance of the building, the portion to be demolished, and the context of the surrounding area.

Total Demolition

Total demolition is rarely the best choice, and the Planning Director supports exploring all possible options before considering total demolition.

If Total Demolition is approved, the following measures must be taken:

a) Document the existing building, site, and setting through photographs, site plans, drawings, and other written measures.

b) Save reusable architectural materials and features prior to demolition.

c) Protect significant site features including landscaping and archaeological resources from damage before, during, and after demolition.

d) Submit post-demolition site development plans to the Planning Director for approval before the demolition.

5.2. Relocation

Relocation – into or out of a historic district - should only be considered when there are no other reasonable alternatives to preserving a historic building. Relocation methods include:

a) Moving the entire structure to a new setting,

b) Moving the structure in parts to a new setting, or

c) Dissembling and moving materials from the structure and rebuilding on a new setting.

Regardless of how it is moved, relocating a historic building compromises the building's historic setting and unavoidably impacts original historic material. The goal of relocation is to minimize impacts on the historic building to be relocated and the impacts on the properties surrounding the proposed relocation site.

Chapter 6. Substitute Materials

6.1. Replacement In-Kind vs. Substitute Materials

While the preferred method for treatment of historic properties emphasizes repairing original features to the greatest extent possible, and to replace historic features with like materials where repair is not possible, there are several instances in which utilizing substitute materials appropriately is acceptable. Substitute materials are new materials or technology which are designed to simulate the appearance of a historic material.

a) Replacement In-Kind

Replacement In-Kind means to replace a material with the same material as the existing thing needing repaired. For example, a deteriorated wooden door sash can only be replaced in-kind with wood. Replacement in-kind is the highest degree of integrity available when architectural elements need replacing.

b) Substitute Materials

Sometimes, replacement in-kind is not financially feasible or necessary to maintain a property's integrity. It may be appropriate to replace elements of a building with a matching element of a different material, if that material can mimic the appearance of the historic material. A deteriorated wood window can be replaced with a substitute material if it mimics the proportions and profile of the original window. Substitute materials are new materials designed to simulate the appearance of a historic material that are often made of synthetics.

Situations in which the use of substitute materials may be appropriate include:

- Where the historic material does not meet existing code requirements.
- When the historic material is unavailable, such as a particular type of slate or old growth lumber.
- Where historic craft techniques or skilled artisans are unavailable.
- When the historic feature has already been lost, and little is known about its original appearance.

Problems associated with using substitute materials include a lack of repairability, a lack of durability, and/or a shorter lifespan as compared to traditional materials. Some substitute materials are physically incompatible with existing historic building fabric

and can trap moisture or cause damage to remaining historic fabric due to incompatible thermal expansion and contraction. Substitute materials should not be used to replace sound historic materials for the sake of convenience.

Substitute materials should only be used if they will not damage existing historic features and if they will not negatively alter the appearance of the historic resource. The new material should mimic the original in form, color, proportion, profile, and perceived texture. The Planning Director will judge applications which propose the use of a substitute material in place of historic materials on a case-by-case basis and may approve or deny such materials based on each particular situation.

c) Cost Evaluation

Maintenance of a material, particularly where accessibility is difficult or expensive, can be an important part of a cost evaluation. Maintenance costs should not be considered without also considering life-cycle expenses. While some substitute materials may offer reduced initial costs, they may be as or more costly than traditional materials to maintain over time. For example, many substitute materials are not readily repairable, necessitating full replacement when damaged. The cost to replace a material or assembly at the end of its lifespan may also be greater than the accumulated incremental expense to maintain the historic material, particularly if it is a more traditional, repairable material.

Maintenance cost should never be the sole reason for replacing a historic material that is not deteriorated.

Appendix A. Glossary

A

Abutting Property - Any property that is immediately adjacent to, continuous to, or immediately across any road or public right-of-way from the subdivision.

Accessory Use or Structure - A use or structure on the same lot, with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Adaptive Use - The restrained alteration of an historical or architectural resource to accommodate uses for which the resource was not originally constructed, but in such a way as to maintain the general historical and architectural character.

Addition - New construction added to an existing building or structure.

Alignment - The arrangement of objects along a straight line.

American Bond - Also known as Common Bond. The pattern of laying bricks in which several horizontal rows (usually an odd number - three, five, or seven) of stretchers are placed between every row of headers. (See "Brick Bonds")

Applicant – A person who submits an application for issuance of a Certificate of Appropriateness (COA).

Appropriate - Typical of the historic architectural style, compatible with the character of the historic district, and consistent with local preservation criteria.

Appurtenances - An additional object added to a building; typically includes vents, exhaust hoods, air conditioning units, etc.

Architectural Style - A category of architecture of similar buildings distinguished by similar characteristics of construction, design, materials, etc. (See **Chapter 3: Architectural Style Guide**)

Attic – The upper level of a building, not of full ceiling height, directly beneath the roof.

B

Balcony - A platform that projects from the exterior wall of a building above the ground floor, which is exposed to the open air, has direct access to the interior of the building, and is not supported by posts or columns extending to the ground.

Baluster - A banister; the upright, often vase-shaped, support of a rail, in the railing of a staircase, balcony, or porch.

Balustrade - A series of balusters with a handrail.

Bargeboard – A board which hangs from the projecting end of a gable roof, covering the end rafters, and often sawn into a decorative pattern.

Bay – The portion of a façade between columns or piers providing regular divisions and usually marked by windows.

Bay Window - A window built in a recess or bay, in a room projecting from the outer wall and usually having windows on three sides.

Beaded Clapboard - A wooden board similar to clapboard which has a groove cut into the board for its width near the bottom of the side. The bottom edge may be slightly rounded. (See "Clapboard")

Beveled Glass - Glass having a sloping edge across edge of the glass.

Board and Batten - Vertical flush board which has had smaller strips of wood nailed over cracks between adjacent boards used as exterior siding.

Bracket - A support element under eaves, shelves or other overhangs; often more decorative than functional.

Brick Bonds - Patterns in which bricks are laid, determined by the inter-relationship of headers and stretchers.

Broken Pediment - A pediment-like triangle which is interrupted by a recessed compartment which "breaks" the top angle. (See "Pediment")

Building Type - Describes a structure's function and form. Building types, such as "Double Pile," "American Foursquare," or "Bungalow" houses are sometimes associated with one or more architectural styles.

Building Setback - The minimum horizontal distance permitted between the front or side of a building and the nearest street line.

Bulkhead - The section of a storefront that forms the base for the display windows.

C

Canopy - An ornamental roof-like structure, or cloth covering held horizontally over an entrance.

Cantilever - A projecting beam or part of a structure supported only at one end.

Capital - The uppermost part of a column or pilaster. Examining the capital is usually the simplest means of determining the order of a column. (See "Column" and "Order")

Carport - A private garage not completely enclosed by walls and doors.

Casement Window - A hinged window frame that opens horizontally like a door.

Casing – Moldings that go around windows and doors.

Certificate of Appropriateness (COA) - This application is used for all exterior alteration projects on properties located within DeFuniak Springs' historic districts.

Character - Attributes, qualities, and features that make up and distinguish a particular place or development and give such a place a sense of definition, purpose, and uniqueness.

Character-Defining - Those architectural materials and features of a building that define the historic nature of that building. Such elements may include the form of the building, exterior cladding, roof materials, door and window design, exterior features, exterior and interior trim, etc.

Clapboard - A wooden board, often with one side thicker than the other, used for exterior siding. Term is synonymous with weatherboard.

Classical Order - Derived from Greek and Roman architecture, a column with its base, shaft, capital and entablature having standardized details and proportions, according to one of the five canonized modes: Doric, Tuscan, Ionic, Corinthian, or Composite.

Column - A cylindrical vertical support in classical architecture, the column has three parts - capital, shaft, and base.

Compatible/Compatibility - The characteristics of different uses or activities that permit them to be located near each other in harmony and without visual conflict.

Conservation - The sustained use and appearance of a structure or area, maintained essentially in its existing state.

Contemporary - Existing or happening in the same time period; from the same time period.

Context – The setting in which a historic element, site, structure, street, or district exists.

Contributing Building/Structure/Site – A classification applied to a site, structure, or object within an historic district signifying that it contributes generally to the qualities that give the historic district cultural, historic, architectural, or archeological significance.

Coping - A protective cap, top, or cover of a wall or parapet, often of stone, terra cotta, concrete, metal, or wood. This may be flat but commonly is sloping to shed water.

Corbel - In masonry, a projection or one of a series of projections, each stepped progressively farther forward with height.

Corbelled - Furnished with a bracket or block projecting from the face of a wall to bear weight, generally supporting a cornice, beam, or arch.

Corner Board - A vertical board at the intersection of two walls. A corner board serves as a joint for the intersecting clapboard as well as concealing the ends of the clapboard. During the Greek Revival and Classical Revival periods, corner boards were frequently ornamented to resemble pilasters at every corner.

Cornice - Projecting ornamental molding on top of a building or wall.

Course - A continuous row or layer of stones, tile, brick, shingles, etc. in a wall.

Cross-Gable – A secondary gable roof which meets the primary roof at right angles. (See "Gable")

D

Demolition – Any act or process that partially or totally destroys a structure or object, or the razing of a building or a structure or the removal of any exterior architectural feature or structure or object.

Partial Demolition – Partial demolition is the removal of a portion of a building, including structural members, floors, walls, or architectural features.

Demolition by Neglect - The act or process of neglecting the maintenance and repairs of a building, thus allowing the building to deteriorate to the point where demolition may be necessary.

Dentils - Small rectangular blocks in a series - like teeth - usually on a molding.

Design Standards - A set of directions that have been adopted for historic buildings to guide rehabilitation, additions, and other construction, in order to retain the building's (and the district's) original design features and ensure compatibility between the old and the new.

Detail - A small piece of the overall character of a building, which contributes to its architectural significance.

Display Window - A large area of glass within a storefront opening.

District - A portion of the territory of the town for which certain uniform regulations and requirements or various combinations thereof apply under the provisions of the zoning ordinance.

Door Frame - The part of a door opening to which a door is hinged. A door frame consists of two vertical members called door jambs and a horizontal top member called a lintel or head.

Door Jamb - The vertical portion of the door frame onto which the door is attached.

Dormer Window - A window set upright in a sloping roof. The term is also used to refer to the roofed projection in which this window is set.

Double Frontage Lot - A lot having two (2) non-adjoining property lines abutting upon a street or streets.

Double-Hung Window - A window where both sashes slide up and down by a means of cords and weights.

Dutchman Repair – Any new or salvaged material (stone of wood) fitted into the existing facade material. This new material is chosen and installed to match existing.

Dwelling - A building or portion thereof designed exclusively for residential occupancy, including one family, two family and multiple family dwellings, but not including hotels, boarding, lodging houses or house trailers whether such trailers be mobile or located in a stationary fashion as when on blocks or other foundation.

E

Easement - A grant by a property owner of the use of land for a specific purpose or purposes by the general public, or a corporation or a certain person or persons.

Eave - The projecting overhang at the lower edge of a roof.

Eclectic - Exhibiting elements and characteristics of more than one historic style simultaneously.

Element – A material part or detail of a site, structure, street, or district.

Elevation - A flat representation of the vertical view of one side of a building's exterior. The front elevation is often referred to as the façade. (See "Façade")

Engaged Column - Columns partly embedded in a wall, often referred to as half-rounded columns.

Engaged Porch - A porch whose roof is continuous structurally with that of the main section of the building.

Entablature – A part of a building of classical order resting on the column capital; consists of an architrave, frieze, and cornice.

Entry - A door, gate, or passage used to enter a building.

Exterior Features - The architectural type, style, design, and general arrangement of the exterior of an historic structure, including the nature and texture of building material, and the type and style of all windows, doors, light fixtures, signs, or similar items found on or related to the exterior of an historic structure.

Eyebrow Dormer - A small, curved window in an attic story.

F

Fabric – The physical material of a building, structure, or community, connoting an interweaving of component parts.

Façade - The primary elevation of a structure, typically containing the main entrance.

Fanlight - A semicircular or semielliptical window above a door.

Fascia - The flat band or board around the edge of a roof or a part of the entablature.

Fenestration - The arrangement of windows and doors in a wall.

Finial - A roof ornament, usually projecting from the top of a gable.

Fish-Scale Shingles - Shingles with rounded edges, which when placed in staggered rows are reminiscent of fish scales.

Flashing - Sheet metal or other flexible material formed to prevent water from entering a building or structure at joints or intersections, such as where a roof intersects a wall or chimney.

Fluting - Vertical grooving, usually found on columns or pilasters. (See "Column")

Form - The overall shape of a structure (i.e., most structures are rectangular in form).

Foundation - A foundation is the supporting portion of a structure below the first-floor construction, or below grade, including the footings.

Foundation Enclosures - Many foundations were enclosed with open brickwork or wood lattices, which were often decorative and open to allow ventilation. Foundations should be enclosed only with the materials that are appropriate to the building style.

French Door - A door having rectangular glass panes extending throughout its length, often hung in pairs. Also called a casement door.

Frieze – The middle portion of a classical cornice; also applied decorative elements on an entablature or parapet wall. (See "Cornice")

Frontage of a Building - Shall mean the side or wall of a building approximately parallel and nearest to a street. When on a corner, frontage of a building shall be determined by the Community Development Department.

G

Gable - The triangular wall segment at the end of a ridged roof.

Gable Roof - A roof which forms a gable at each end. It is also referred to as a peak roof.

Gambrel Roof - A roof with two slopes of different pitch on either side of the ridge with the flatter slope adjoining the ridge.

Ghosts – Outlines or profiles of missing buildings or building details. These outlines may be visible through stains, paint, weathering, or other residue on a building's façade.

Glazing - Fitting glass into windows and doors.

Guardrail – A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibilities of a fall from the walking surface to a lower level.

H

Half-Story - A partial story under the roof, usually denoted by the presence of dormer windows or by full windows within gables.

Half-Timbering - A wall construction in which the spaces between members of the timber frame are filled with brick, stone, or other material.

Handrail – A horizontal or sloping rail intended for grasping by the hand for guidance or support.

Hardscape - Portions of the exterior environment of a site, district, or region that is constructed with masonry or other impermeable materials, including sidewalks, driveways, or patios.

Height of Building - The height of a building shall be the vertical distance measured from the mean level of the finished grade to the level of the highest point of the underside of the finished ceiling line. Where a structure is set back from the street line, the mean level of the finished grade of the premises along the line of that part of the structure nearest the street line may be substituted for the established grade for the purpose of determining the height of a building.

High Style - The more ornately detailed version of a particular architectural style; used in contrast to simpler examples, both from different periods or the same period; the opposite of vernacular.

Hipped Roof - A roof with four uniformly pitched sides.

Historic - Important in history; distinguished from "historical," which conveys the sense of things or events related to the past.

Historic Building - A building important because of its association with a historic event or with the history of a locality.

Historic District – A geographically definable area with a significant concentration of buildings, structures, sites, spaces, or objects unified by past events, physical development, design, setting, materials, workmanship, sense of cohesiveness or related historical and aesthetic associations. The significance of a district may be recognized through listing in a local, state, or national landmarks register and may be protected legally through enactment of a local historic district ordinance administered by a designated building-zoning official.

Historic Fabric - Those elements and features of a historic building that are original and contribute to the integrity of the historic building.

Historic Imitation – New construction or rehabilitation where elements or components mimic an architectural style but are not of the same historic period as the existing buildings (historic replica).

Hood Molding - A large molding over a window, originally designed to direct water away from the wall; also called a drip molding.

I

In-Kind - To replace existing materials or features with materials of identical appearance and composition (or similar approved substitute).

Infill Construction - New construction, or the move of existing structures, on vacant lots or replacement of blighted or thoroughly deteriorated structures within existing neighborhoods or developments.

Integrity - The ability of a property to convey its historic significance through the retention of location, design, setting, materials, workmanship, feeling, and association.

Iron Lace - Decorative, lacy patterns formed in cast iron and used for railing.

J

Jerkinhead Roof - A gable roof where the peak is clipped, forming a slope and resulting in a truncated gable on the wall below. Also known as a clipped gable roof.

Jalousie Window- A type of window comprised of a series of horizontal slats connected to a mechanical device operated by a crank.

K

Keystone - A wedge-shaped stone at the top of a masonry arch.

Kickplate - A metal plate (usually brass) attached to the bottom of a door to protect the door from damage.

Knee Brace – An oversize bracket supporting a cantilevered or projecting element.

L

Landmark – A building, structure, object or site which is identified as a historic resource of particular significance

Landscape - The whole of the exterior environment of a site, district, or region, including landforms, trees, plants, rivers, and lakes and the built environment.

Landscape Elements - Those elements that contribute to the landscape, such as exterior furniture, decks, patios, outdoor lighting, and other elements that may be located in conjunction with a landscape.

Lattice - A panel of crisscrossed, diagonal or perpendicular slats often utilized as decorative infill between masonry foundation piers.

Leaded Glass - Small panes of glass which are held in place with lead strips; the glass may be clear or stained.

Light - A section of a window, also called "pane" or "sash light."

Lintel - A beam over an opening in a wall, such as for a window or door, or over two or more pillars.

Lot - For zoning purposes, a lot is a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, and area, and to provide such yards and other open spaces as are herein required.

M

Main Building - The primary historic building in an individual historic site.

Maintain – To keep in an existing state of preservation or repair.

Maintenance and Repair - Any work meant to remedy damage or deterioration of site elements or a structure or its appurtenances that involves no change in materials, dimensions, design, configuration, texture, surface coating, or visual appearance. A COA is not needed for regular maintenance and repair. This work may include cleaning, repainting, in-kind repairs, or yard maintenance. (See **Appendix B: Basic Maintenance**)

Mansard Roof - A roof that has two slopes on all four sides.

Mass or Massing - Building mass is established by the arrangement and proportions of its basic geometric components- the main block and side blocks, the roof and the foundation. Similarly, massing helps create rhythm along the street, which is one of the appealing aspects of historic districts.

Masonry - Construction materials such as stone, brick, concrete block or tile which is secured with mortar.

Material - Material refers to the physical elements that were combined or deposited in a particular pattern or configuration to form a historic resource.

Modillion – A horizontal bracket, often in the form of a plain block, ornamenting, or sometimes supporting, the underside of a cornice. (See "Cornice")

Module - The appearance of a single facade plane, despite being part of a larger building. One large building can incorporate several building modules.

Molding - A continuous decorative band that is either carved into or applied to a surface.

Mortar - The materials used to fill the joints of masonry.

Mortar Joint - Masonry joint between masonry units, such as brick or stone, filled with mortar to transfer the load, provide a bond between the units, and keep out the weather.

Mullion - A vertical member separating (and often supporting) windows, doors, or panels set in a series.

Multi-Light Window – A window sash composed of more than one pane of glass.

Muntin - A bar member supporting and separating panes of glass in a window or door.

N

New Construction - The act of adding to an existing structure or erecting a new principal or accessory structure or appurtenances to a structure, including but not limited to buildings, extensions, outbuildings, fire escapes, and retaining walls.

Non-Contributing Building/Structure/Site - A property that does not add to the historical significance of the district because it was built after the district's period of significance, lacks historical integrity, or has been so extensively altered that its original historic character is lost.

O

Order - Any of several specific styles of classical and Renaissance architecture characterized by the type of column used (e.g., Doric, Ionic, Corinthian, Composite, Tuscan).

Orientation - Generally, orientation refers to the manner in which a building relates to the street. The entrance to the building plays a large role in the orientation of the building. It should face the street.

Original - Features, components, materials, or other elements of a structure that were part of its initial construction; or, structures that were part of the initial development of a site (such as accessory structures built at the same time as the related primary structure). Features or structures that are not original to the structure or site may have gained historic significance in their own right and may still be considered "historic."

Ornamentation - Any decorative objects or series of objects, which are added to the basic structure to enhance its visual appearance.

Owner – The person or persons holding record title to the building, site or property; provided, however, the last previous tax roll in the records of the City Assessor's office may be relied upon as showing record ownership in the absence of substantial evidence to the contrary

P

Paired Columns – Two columns supported by one pier, as on a porch.

Palladian Window - A three-part window opening with a large arched central light and flanking rectangular side lights.

Paneled Door – A door composed of solid panels (either raised or recessed) held within a framework of rails and stiles.

Parapet - A low, solid protective, wall or railing along the edge of a roof or balcony, usually used to surround a flat or built-up roof.

Pedestrian Crosswalk - A right-of-way dedicated to the public for pedestrian use, and which is designed to provide access to adjacent roads, lots or public use areas.

Pediment - The space forming the gable of a two-pitched roof in classic architecture.

Period of Significance - The length of time when a property was associated with important events, activities, or persons, or attained the characteristics which qualify it for National Register Listing.

Pier - The upright support for a structure, such as for a porch column.

Pilaster - A flat-faced representation of a column against a wall.

Pillar - A vertical supporting member in a building, may be ornamental.

Pitch - The angle of slope.

Planning Director – Government official who leads and manages the DeFuniak Springs Community Development Department, overseeing all aspects of urban development and planning for the city. Also, the designated "building-zoning official" who reviews permits including COA applications, sign permits, etc.

Porch - A roofed over space attached to the outside of an exterior wall of a building, which has no enclosure other than the exterior walls of such building. Open mesh screening shall not be considered an enclosure.

Porch Ornamentation - Decorative elements include, but are not limited to, scrollwork, balustrade, and porch supports that are decorative.

Porte-Cochere - A large, covered entrance porch through which vehicles can drive.

Portico - A large porch having a roof, often with a pediment supported by columns or pillars.

Portland Cement – A strong, inflexible hydraulic cement used to bind mortar. Mortar or patching materials with a high Portland cement content should not be used on old buildings. (The Portland cement is harder than the masonry, thereby causing serious damage over annual freeze-thaw cycles.)

Post - A piece of wood, metal, etc. usually long and square or cylindrical, set upright to support a building, sign, gate, etc.; Also referred to as a pillar or pole.

Preservation - The adaptive use, conservation, protection, reconstruction, restoration, rehabilitation, or stabilization of sites, buildings, districts, structures, or monuments significant to the heritage of the people of DeFuniak Springs (or any area).

Proportion - The dimensional relationship between one part of a structure or appurtenance and another. Façade proportions involve relationships such as height to width, the percent of the façade given to window and door openings, the size of these openings, and floor-to-ceiling heights. Often described as a ratio, proportions may be vertical (taller than wide), horizontal (wider than tall), or non-directional (equally tall and wide).

Public Right-of-Way – Any street, avenue, boulevard, road, highway, sidewalk, alley, or easement that is owned, leased, or controlled by a government entity.

Q

Quoin - Units of stone or brick used to accentuate the corners of a building.

R

Rafter - Any of the parallel beams that support a roof.

Rafter Tail - Exposed rafter supporting the eave.

Ramp - A sloped surface that makes a transition between two different levels; typically used to provide access to a building or raised surface for those persons with disabilities.

Recessed Entry - An entry set back from the storefront. Historically, storefronts step in, towards the interior of the building at the entry point.

Reconstruction - The act or process of duplicating the original structure, building form, and materials by means of new construction based on documentation of the historic condition.

Rehabilitation - The act or process of making possible a compatible use for a property through repair, alterations, and additions, while preserving those portions or features which convey its historic, cultural, or architectural values.

Relocation – Any removal or relocation of a structure on its site or to another site.

Remodeling, Redecorating, or Refinishing - Any change, removal, replacement, or addition to walls, floors, ceilings, and roof surfaces or coverings which do not support any beam, ceiling, floor load, bearing partition, columns, exterior walls, stairways, roofs, or other structural elements of a building structure.

Renovation - The act or process of repairing and/or changing an existing building for new use or to make it functional; this may involve replacement of minor parts.

Replacement - To interchange a deteriorated element of a building, structure, or object with a new one that matches the original element.

Replicate - To copy or reproduce an historic building or element.

Repointing - Repairing existing masonry joints by removing defective mortar and installing new mortar.

Restoration - The process of accurately recovering all or part of the form and detail of a resource and its setting, as it appeared at a particular period of time, by means of the removal of later work and the replacement of missing earlier work.

Retain – To keep secure and intact. In the standards, "retain" and "maintain" describe the act of keeping an element, detail, or structure and continuing the same level of repair to aid in the preservation of elements, sites and structures.

Reveal - The vertical side of a door or window opening between the frame and the wall surface.

Rhythm - The repetitive use of a group of visual elements, to establish a recognizable pattern.

Ridge - The horizontal line of meeting of the upper slopes of a roof.

Rusticated – Roughening of stonework of concrete blocks to give greater articulation to each block.

S

Sash - The framing in which panes of glass are set in a glazed window. Also, a window frame that opens by sliding up or down.

Scale - The harmonious proportions of parts of a building, structure, or monument to one another and to the human figure.

Screening - Construction or vegetation of which the essential function is to separate, protect, conceal, or shield from view but not support.

Semi-Engaged Porch - A porch whose roof forms a continuous surface with, but is in a different plane than, the roof of the building.

Setback Line - A line generally parallel with and measured from the lot line, defining the limits of a yard in which no building, other than accessory building, or structure, may be located above ground, except as may be provided in subdivision regulations or zoning ordinances.

Setting – The sum of attributes of a locality, neighborhood, or property that defines its character.

Shaft - The main part of a column between the base and the capital. (See "Column")

Shed Dormer - A dormer with a series of separate windows connected by sections of the facade material, with a shed roof. Frequently found on a gambrel roof, a shed dormer may stretch the entire length of the house.

Shed Roof - A roof resembling a lean-to. Shed roofs are often used for extensions of gable roofs or for additions or porches.

Shutter - A solid panel of wood or metal made to close over a window. Technically, a louvered panel is an exterior blind, but it is usually referred to as a shutter.

Sidelight - Narrow windows on either side of a door to admit light.

Siding – The exterior wall covering or sheathing of a structure.

Significant – Having particularly important associations within the contexts of architecture, history, and culture.

Sill - The lowest horizontal member in a frame or opening for a window or door. Also, the lowest horizontal member in a framed wall or partition.

Site - The land upon which a significant event, activity, building, structure, archaeological resource, or another feature is located.

Soffit - The exposed undersurface of any overhead component of a building, such as an arch, balcony, beam, cornice, or roof overhang.

Spandrel - The triangular space between adjacent arches and the horizontal molding, cornice or framework above them; in skeleton frame construction, the horizontal panels below and above windows between the continuous vertical piers.

Spindle Frieze - A series of parallel spindles which are located between supporting posts just beneath a veranda roof in such a manner that they resemble a frieze. A spindle frieze is a characteristic of the Queen Anne Style.

Stabilization - The act or process of applying measures designed to reestablish a weather resistant enclosure and the structural stability of an unsafe or deteriorated property.

Storefront - A ground level façade of a commercial building with display windows with minimal mullions or columns; this is often with a recessed entrance.

Story - The space between two floors of a structure or between a floor and roof.

Street - A thoroughfare used for public foot and vehicular traffic other than an alley as herein defined, shall be deemed a street.

Street Furniture – Objects placed or fixed in the street for public use space including benches, trash receptacles, parking meters, parking kiosks, telephone and electrical poles, fire hydrants, mailboxes, streetlights, bulletin boards.

Streetscape - The character of the street, or how elements of the street from a cohesive environment.

String Course - A narrow horizontal band projecting from the exterior walls of a building, also known as a stringcourse. It is often located between the stories of a building and provides a visual break in the mass of bricks or stones, defining the interior floor levels.

Stucco - A masonry material applied as exterior wall fabric.

Style – A type of architecture distinguished by special characteristics of structure and ornament and often related in time; also a general quality of a distinctive character.

Surround - The term applied to the outside of a window or door opening. It is also called "casing."

Synthetic Materials - Building materials that are manufactured with man-made or artificial components as opposed to materials derived from natural sources, such as plants, trees, or earth (e.g. vinyl, aluminum, fiber cement, plastic resin).

T

Terra-Cotta - A fine-grained, brown-red fired clay used for roof tiles and decoration.

Texture - The feel, appearance, or consistency of a surface or substance.

Transom - A narrow horizontal window over a door or part of a door.

Trim – The decorative framing of openings and other features on a façade.

Turned – Describes wood that has been shaped by spinning it on a machine, making it round and decorative rather than straight, with curved details such as grooves or rounded sections.

Turret - A small, slender tower usually at the corner of a building.

U

Upper Façade - The mostly solid part of the wall above the display window. May be a plain surface on a one-story building or may contain rows of windows defining the number and location of floors in a multi-story building and may include decorative bands or patterns.

V

Valance – A short piece of fabric that hangs from the front edge of an awning, essentially acting as a decorative trim that adds style and can provide a bit of extra shade to the area beneath the awning.

Veranda - A roofed open gallery or porch.

Vergeboard - An ornately curved board attached to the projecting edges of a gable roof; sometimes referred to as verge boards.

Vernacular - The non-academic local architecture of the region.

Viewshed - The natural environment that is visible from one or more viewing points.

Visibility from a Public Right-of-Way - Able to be seen from any public right-of-way, or other place, whether privately or publicly owned, upon which the public is regularly allowed or invited to be.

Visual Continuity - A sense of unity or belonging together that elements of the built environment exhibit because of similarities among them.

W

Wall - A structure or hedgerow that provides a physical barrier, typically constructed of a solid material such as stone or rock.

Water Table – A projecting horizontal ledge, intended to prevent water from running down the face of a wall's lower section.

Weatherboard - Clapboard; wooden siding.

Workmanship - The physical evidence of the crafts of a culture, people or artisan.

Y

Yard - An open space on the same lot with a building, unoccupied and unobstructed from the ground upward, except by trees or shrubbery or as otherwise provided herein.

Z

Zoning District - A zoning district is a geographically defined area within a municipality where land use is regulated by a specific set of rules and regulations. These rules govern what types of development and activities are permitted within that district, helping to manage and direct growth and development.

Appendix B. DeFuniak Springs Zoning Information

The City of DeFuniak Springs is divided into zoning districts defined in the City's Municipal Code. A zoning district is a geographically defined area within a municipality where land use is regulated by a specific set of rules and regulations. These rules govern what types of development and activities are permitted within that district, helping to manage and direct growth and development.

See the Municipal Code for all uses allowed without review within a zoning district as well as any prohibited uses or use exceptions allowed upon special approval. Consult the City of DeFuniak Springs Zoning Map to identify what zoning designation aligns with your property.

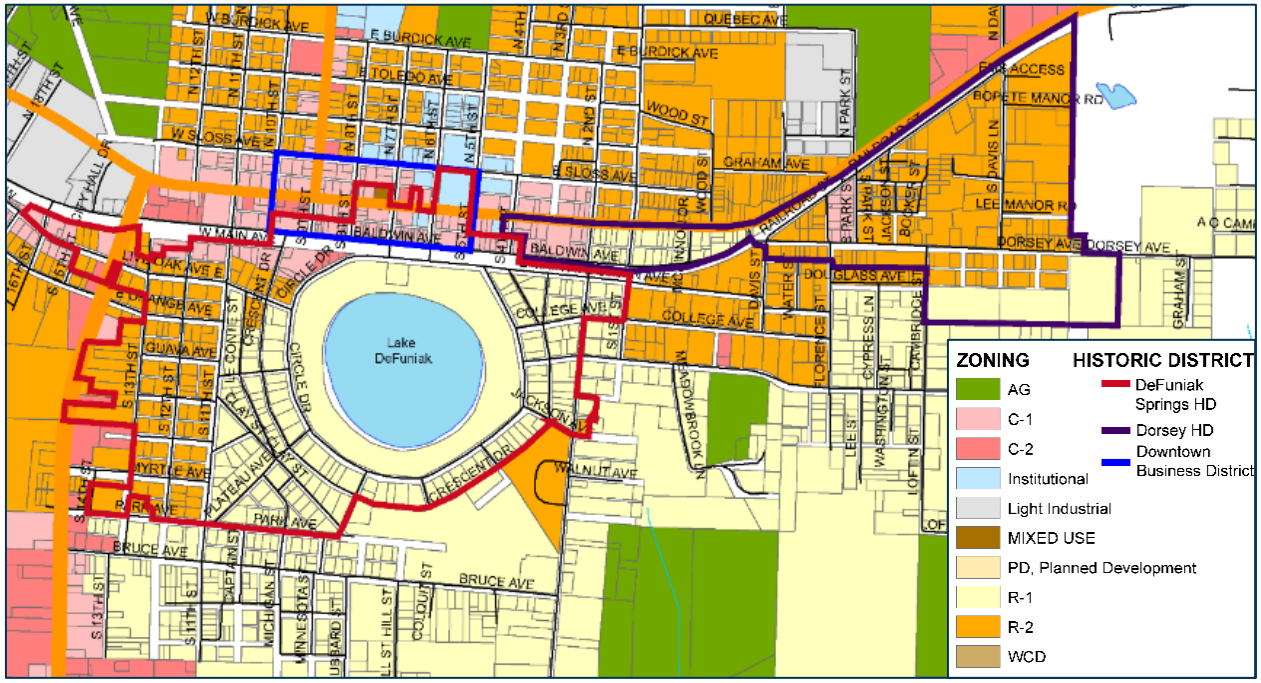


Figure 105: DeFuniak Springs Zoning Map with historic district boundaries.

Appendix C. DeFuniak Springs Historic District – NR Map

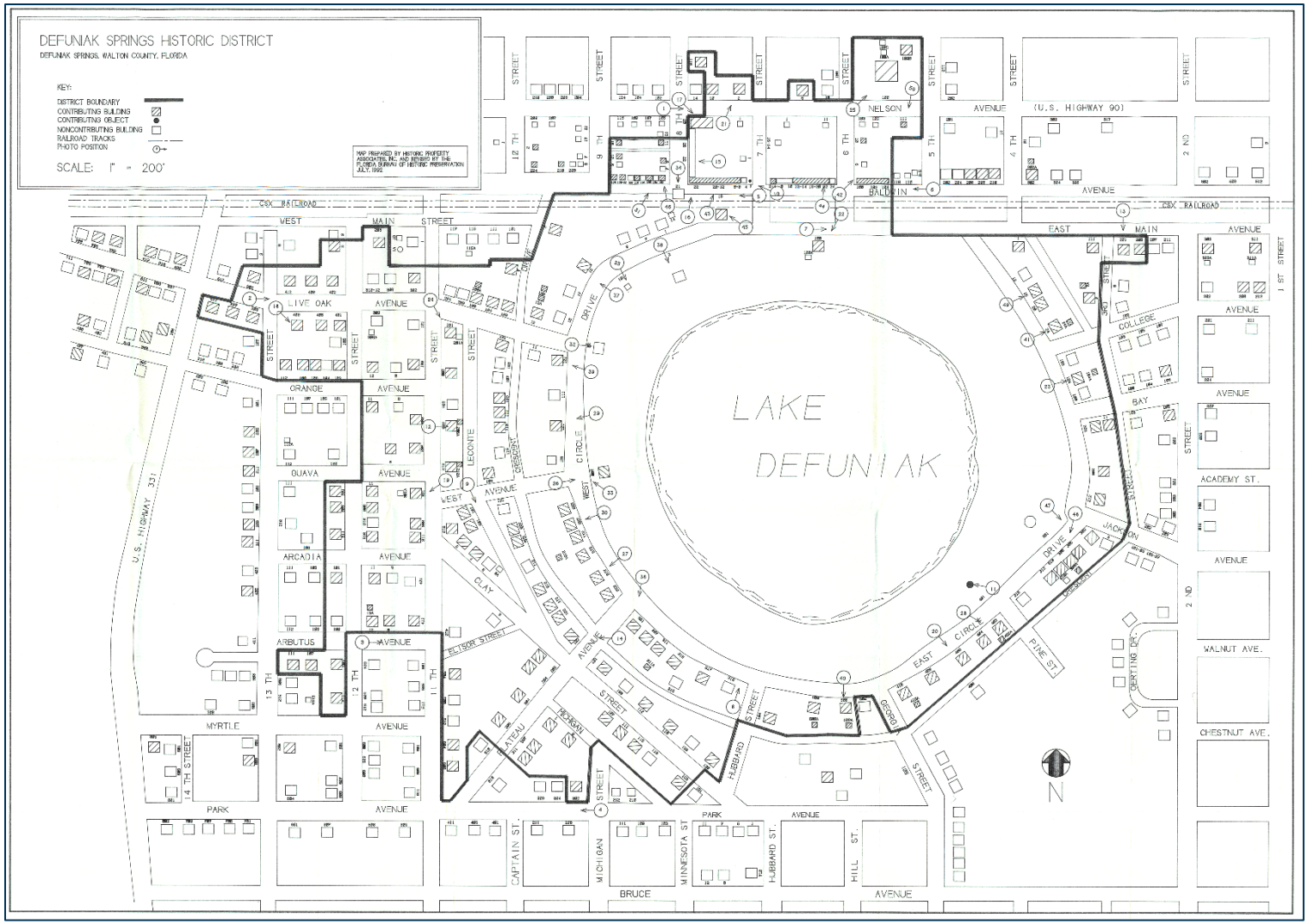


Figure 106: Boundary of the nationally designated DeFuniak Springs Historic District.

Appendix D. Resources for Property Owners

D.1 Local Resources

State of Florida

DeFuniak Landmarks is a nonprofit organization managed by the UWF Historic Trust. Its goal is to promote architectural preservation, historic education, and community connections in DeFuniak Springs. The organization also serves as a preservation resource for property owners in local historic districts.

Florida Building Code is a comprehensive set of rules and regulations governing construction in Florida, designed to ensure public health, safety, and general welfare. It's based on the International Building Code (IBC) but includes Florida-specific amendments and supplements. The FBC is updated every three years by the Florida Building Commission.

Florida Division of Historical Resources is responsible for preserving and promoting Florida's historical and archaeological resources. They oversee a variety of programs, including grants, state historical markers, and the Florida Main Street program.

Florida Master Site File is the State of Florida's official inventory of historical, cultural resources.

Florida Memory is a digital outreach program providing free online access to select archival records from collections housed in the State Library and Archives of Florida. Florida Memory digitizes materials that illuminate the state's history and culture.

Florida Native Plant Society is a non-profit organization dedicated to the preservation, conservation, and restoration of native plants and plant communities in Florida.

UWF Historic Trust is a non-profit organization based in Northwest Florida that helps property owners make informed decisions about caring for historic buildings. The Trust offers guidance on project planning, information about grants and funding opportunities, help understanding local and state regulations, and referrals to additional preservation resources.

Walton County Cooperative Extension Service is a helpful resource to consult when selecting appropriate tree species and planting procedures for a property within DeFuniak Springs.

Walton County Interactive Mapping (Wetlands) includes information on addresses, parcels, future land use, wetlands, flood zones and other within Walton County.

City of DeFuniak Springs

DeFuniak Springs City Limits Map

Community Redevelopment Agency Area Map

City of DeFuniak Springs Municipal Code

- Current Municipal Code for Land Development
- Current Municipal Code for Zoning

City of DeFuniak Springs Community Development Department

- Certificate of Appropriateness
- City of DeFuniak Springs Zoning Map
- DeFuniak Springs Historic District Map

Main Street DeFuniak Springs

The Tivoli Historical Society

DeFuniak Springs Historic District National Register of Historic Places 1991 Form

About the Community Development Department

The primary goal of the Community Development Department is to provide impeccable customer service in assisting the City of DeFuniak Springs' citizens, visitors, and business owners with development efforts and enforcement actions to ensure the City's community is a desirable place to live and work. The Department serves as the primary point of contact for these efforts by coordinating with various departments to ensure plans comply with the City regulations contained in documents such as the City's Comprehensive Plan, the Municipal Code, and the Technical Specifications Manual.

The Planning Director of the City of DeFuniak Springs Community Development Department has been identified as the "building-zoning official" in charge of reviewing submitted Certificates of Appropriateness.

Physical Address: 1350 Baldwin Ave, DeFuniak Springs, FL 32435

Mailing Address: P.O. Box 685, DeFuniak Springs, FL 32435

Phone: (850) 892-8500 opt. 4

Planning Director Email: planningdirector@defuniaksprings.net

Planning Administrative Assistant Email: planningassist@defuniaksprings.net

Phone: (850) 892-8500, ext. 1116

Code Enforcement Officer Email: codeenforcement@defuniaksprings.net

About the Community Redevelopment Agency (CRA)

Established by Resolution 2018-017, the DeFuniak Springs City Council created the Community Redevelopment Agency (CRA) after determining a need to initiate the revitalization of blighted areas inside the city limits. The CRA is funded through tax incremental financing (TIF), which is used to implement the goals of the CRA Redevelopment Plan, as adopted by the City Council. Redevelopment actions are guided by the CRA Board, which is comprised of five members appointed by each council seat. The board meets the fourth Wednesday of the month at 5:00 p.m. at City Hall, Council Chambers, 1350 Baldwin Ave, DeFuniak Springs, FL 32435.

The mission of the CRA is to protect and improve the commercial areas of DeFuniak Springs through thoughtful, controlled economic growth and build upon and preserve the residential neighborhoods through activities building higher quality of life for all. The CRA economic revitalization process will forge an environment that attracts investors, encourages improvements in building structure and aesthetics and attracts new construction and business. The CRA will focus on obtaining necessary funding for public infrastructure improvements, streetscape build-out and marketing of the commercial district to attract new businesses to the district.

See **Chapter 1.3** for more information about the CRA Growth and Development Assistance Program.

Executive Director of the CRA Email: CRADirector@DeFuniakSprings.net

D.2 Technical Resources

National Park Service (NPS) Preservation Briefs

Preservation Briefs are produced by the NPS and provide information on preserving, rehabilitating, and restoring historic buildings. These publications provide guidance on a number of topics to help both professionals and building owners. Briefs can be revised, removed, or added, please consult the NPS website for the most up to date list: Preservation Briefs - Technical Preservation Services (NPS)

Residential Exterior Historic Paint References

Historic paint references for residential exteriors provide guidance for selecting colors that are appropriate to a home's architectural style, period, and regional context. These references are typically based on paint analysis, historical documentation, and established preservation standards, helping homeowners, designers, and preservationists make informed color choices. Using historically accurate exterior colors supports the visual integrity of older neighborhoods, enhances architectural details, and preserves the cultural character of historic properties while allowing for thoughtful, well-researched restoration and maintenance.

Sherwin Williams

Benjamin Moore

PPG

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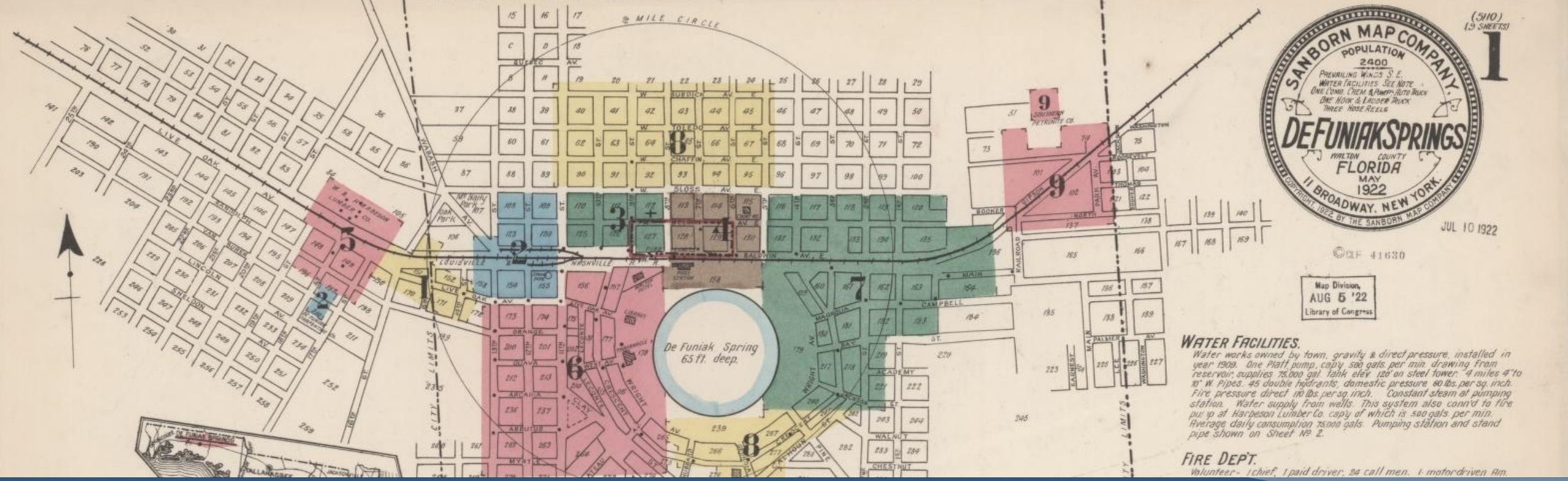


January 28, 2026

DeFuniak Springs Historic Districts Design Standards

Presented to: DeFuniak Springs CRA Board Commissioners

Tonight's Agenda

- About Historic Preservation and Design Standards
- Overview of DeFuniak Springs Historic Districts Design Standards
- Questions + Comments

What is Historic Preservation?

Historic preservation is a conversation with our past about our future.

It provides us with opportunities to ask:

- What is important in our history?
- What parts of our past can we preserve for the future?



What are Design Standards?



A set of standards that have been adopted for historic buildings to guide **alterations**, **additions**, and other **new construction**, to retain the building's (and the district's) original design features and *ensure compatibility between the old and the new*.

Design standards help manage change while protecting historic integrity, making them an important regulatory and educational tool within preservation.

Purpose of Design Standards

Design standards provide:

- A basis for making fair decisions
- Consistency in design review
- Incentives for investment
- Property value enhancement
- Preservation education



How are Design Standards developed?

- Understanding the development & history of a city's historic districts
- Understanding a city's Code of Ordinances
- Understanding the state of preservation in the municipality
- Understanding the needs of the community
- Studying the architectural styles within the districts
- Using The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings as a foundation



How are Design Standards used?

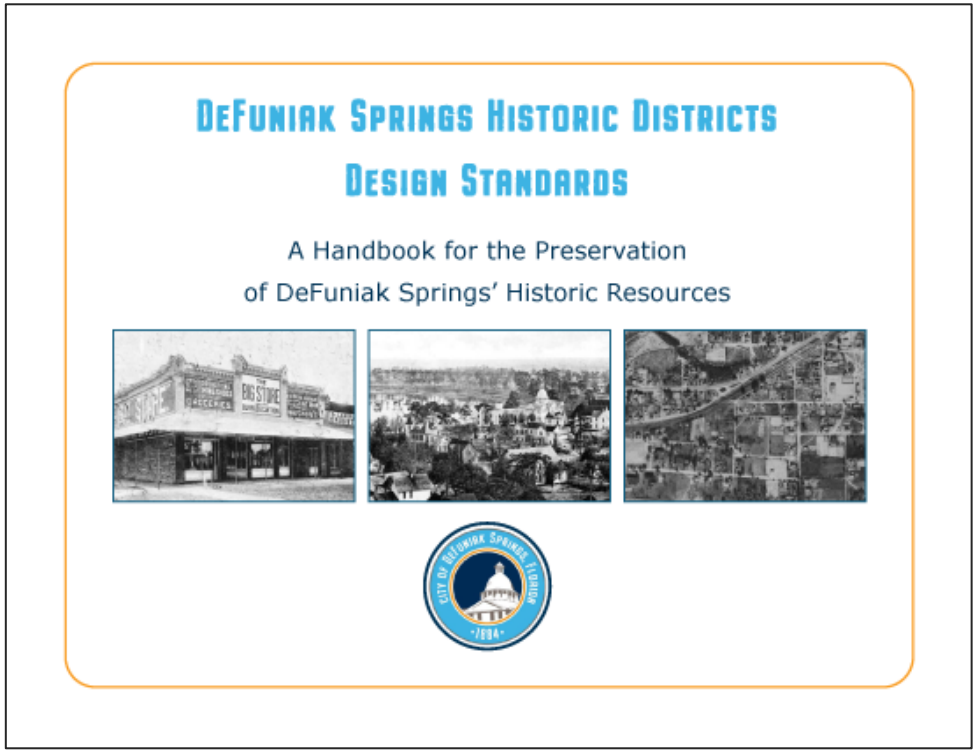


Design standards should be used as **guides** to evaluate the appropriateness of proposed exterior work on the historic buildings located within a city's historic districts, or on a designated historic property.

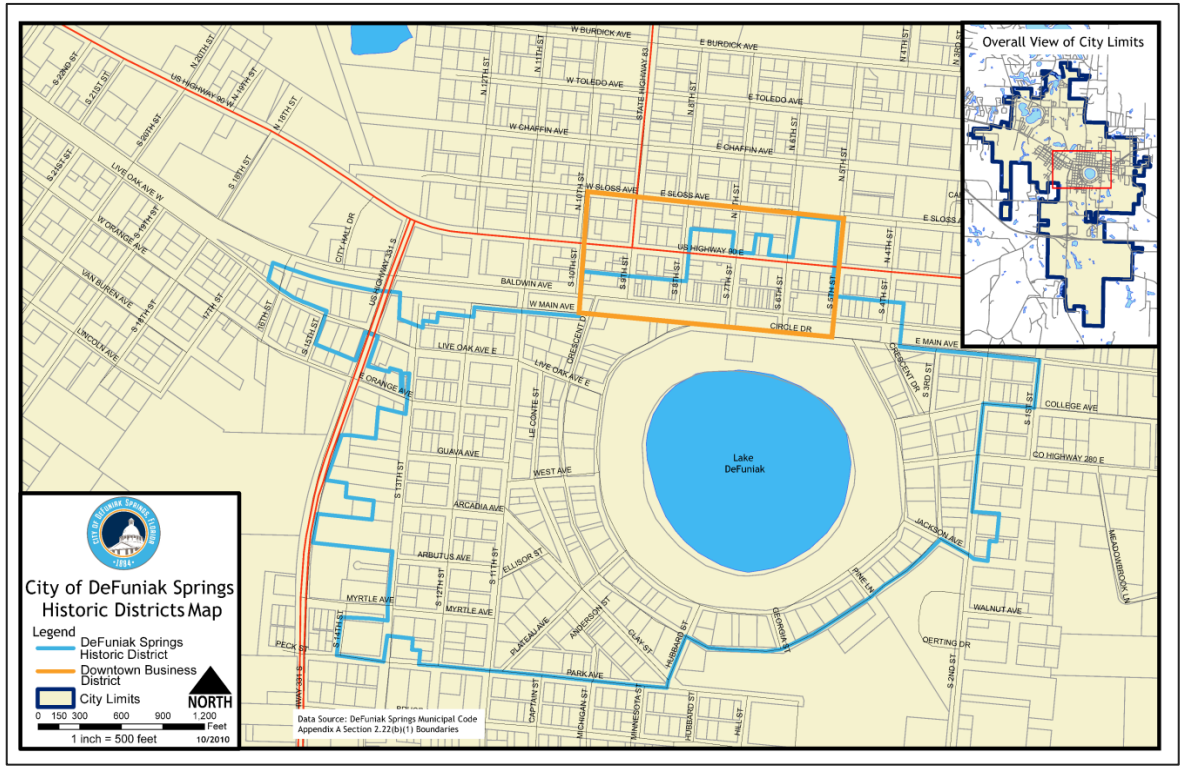
DeFuniak Springs Historic Districts Design Standards

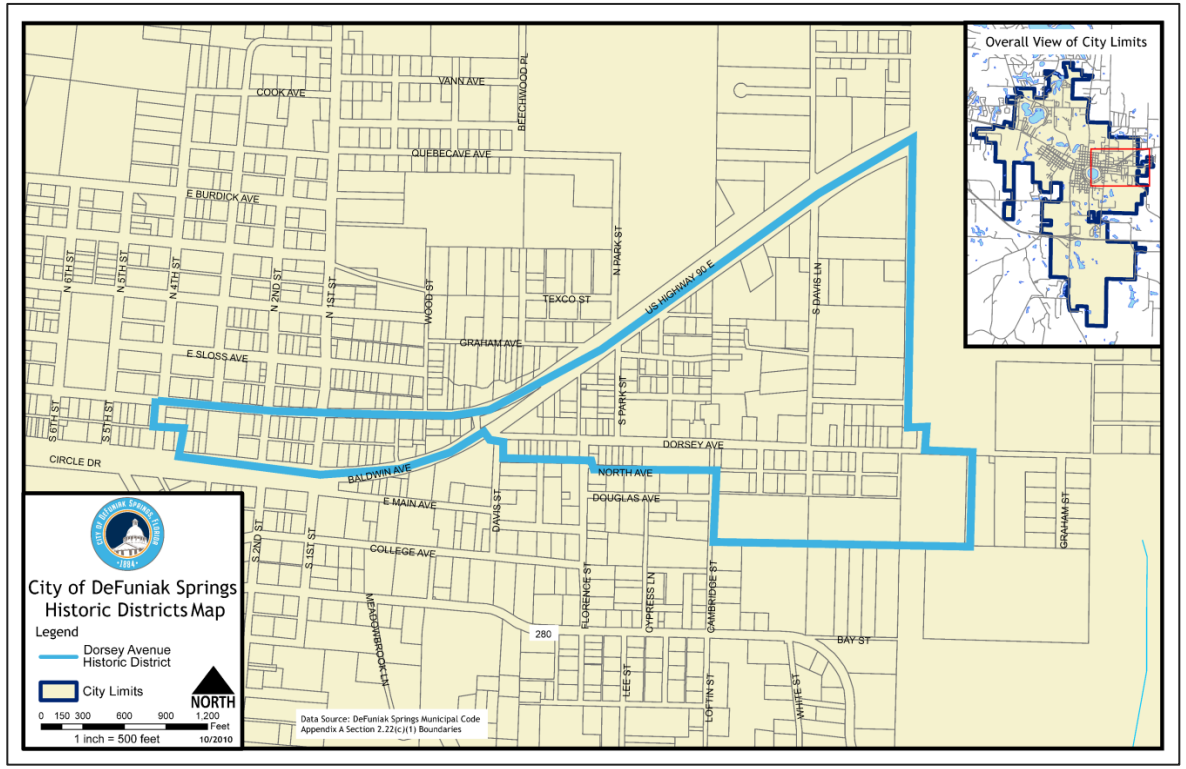
JMT has developed a set of design standards that is specific to the historic properties located in the **three local historic districts** within DeFuniak Springs:

- DeFuniak Springs Historic District
- Dorsey Historic District
- Downtown Business District



DeFuniak Springs Local Historic Districts





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1.3. Historic Preservation Financial Incentives

a) Historic Rehabilitation Tax Credit Program

Following the Secretary of the Interior's Standards for Rehabilitation may make property owners eligible for financial incentives, including historic tax credits. One such incentive is the federal Historic Tax Credit program, which offers a 20 percent tax credit for qualifying income-producing properties.

The program is administered by the National Park Service (NPS) in partnership with State Historic Preservation Offices (SHPOs). To qualify, a property must be considered a "certified historic structure," meaning it is listed in, eligible for listing in, or contributes to a district listed in the National Register of Historic Places, as determined by the NPS. All rehabilitation work must comply with the Standards and is reviewed by the SHPO as part of the tax credit approval process.

Additional guidance on the Historic Tax Credit program is available through the Florida Division of Historical Resources. While the DeFuniak Springs area includes both nationally and locally designated historic districts – the nationally listed and one of the locally listed both named DeFuniak Springs Historic District – only properties located within the nationally designated district are eligible for the federal tax credit. The boundaries of this district are shown in Appendix C.

b) Property Tax Exemption for Historic Properties

In 1997, the State of Florida passed legislation allowing counties and municipalities to create property tax exemption programs for historic properties. Under this law, local governments may exempt up to 100 percent of the increase in a property's assessed value resulting from approved improvements. The exemption may remain in effect for up to ten years. The exemption applies only to the portion of property taxes levied by the government granting it. For example, if the City of DeFuniak Springs grants a tax exemption, only city property taxes would be reduced. County and federal taxes would not be affected.

To qualify, the exemption must be associated with an approved rehabilitation or restoration of a historic property. As with the federal historic tax credit program, all work must comply with the Secretary of the Interior's Standards for Rehabilitation. Eligible properties include commercial or residential buildings that are listed in the National Register of Historic Places, contribute to a listed historic district, or are designated as local historic resources.

Property owners must also place a covenant on the property for the duration of the exemption. This covenant restricts future alterations to ensure that the historic features and approved rehabilitation work are preserved. Beyond this local option, the State of Florida does not offer additional financial incentives for historic preservation.

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a) Contributing vs. Non-Contributing Designation

Boundaries of historic districts contain both contributing and non-contributing resources. "Contributing" is a classification applied to a site, structure, or object signifying that it contributes generally to the qualities that give the historic district cultural, historic, architectural, or archeological significance. Contributing resources include buildings that are of a historic age and retain enough of their original building features (windows, siding, doors, trim, etc.) to "read" as a historic building.

Buildings considered "non-contributing" include those that have been significantly altered or erected outside the historic period. Because non-contributing properties do not have architectural elements which contribute to the historic character of the district, there is more flexibility over changes to a non-contributing property when the Planning Director reviews COA applications. Non-contributing properties within the historic districts of DeFuniak Springs are still required to submit an exterior work application because alterations to non-contributing properties still have the potential to adversely affect the district as a whole.

A building may be considered non-contributing to a historic district if:

- It was built after the district's historic period.
- It has been moved from its original location.
- Too many of its original features have been removed or changed, such as windows, doors, porches, roof details, or decorative trim.
- Changes have altered the building's original shape or size.
- Modern materials or designs do not match the building's historic character.
- Additions or alterations overpower or hide the original building.
- It no longer looks or feels historic because of the changes made.
- It does not fit visually with the surrounding historic buildings.



Figure 10: Before (top) and after (bottom) example of how the loss of building's character-defining details - in this case the removal of a residence's original cornice dentils, windows, part of the chimney stack, and the enclosure of its porch - damages the integrity of a historic building and could result in it no longer contributing to a historic district.

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Craftsman

The Craftsman style emerged at the very end of the 19th century and was heavily influenced by the English Arts and Crafts Movement, which emphasized a return to traditional handcraftsmanship and the use of natural materials. It became highly popularized through pattern books and magazine depictions and was the dominant style for small houses and the bungalow building type from the turn of the 20th century through the 1930s.

The rapid growth of Florida from the 1900s to the 1930s, when the Craftsman style flourished, meant this was a commonly used style throughout the state. Multiple examples of the Craftsman style are present in DeFuniak Springs and are most often seen on Bungalow building types.

Common character-defining features of the Craftsman style include:

- One to two-stories
- Wood frame with pier or continuous block foundations
- Roofs can be front-gable, cross-gable, side-gable, or hipped and have widely overhanging, open eaves
- Roofs can feature exposed wood rafter ends, brackets, or triangular knee braces
- Weatherboard, wood drop siding, or stucco exterior walls
- Porches typically full-width and deep-set porches with a variety of porch supports



Figure 33: Above are examples of Craftsman style buildings in the historic districts of DeFuniak Springs.

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Chapter 4. Design Standards

4.1. Introduction

The following design standards establish a clear and consistent framework for guiding exterior alterations to properties located within the historic districts of DeFuniak Springs. These standards are grounded in the principles outlined in the Secretary of the Interior's Standards for the Treatment of Historic Properties and are organized using a form-based code approach.

Form-based code visuals enhance community understanding of land use regulations by making them more accessible and intuitive. This visual format promotes predictable development outcomes that reflect the community's desired character and values. By defining building placement and form, these standards support the creation of walkable, vibrant neighborhoods, streamline the approval process, reduce costs, and help maintain property values.

This chapter includes standards related to streetscape elements, signage, existing buildings, and new construction. Each section is accompanied by clear visuals that property owners can reference when planning exterior changes. Owners may mark the design elements they intend to implement and submit these visuals with their Certificate of Appropriateness (COA) application. This process simplifies communication with the Planning Director and expedites COA review.

In addition to assisting property owners, this document serves as a consistent decision-making tool for current and future Planning Directors.

Note: These standards are not intended to require the reversal of past alterations that may no longer be appropriate. Instead, they are to be used as a reference for guiding future exterior modifications.

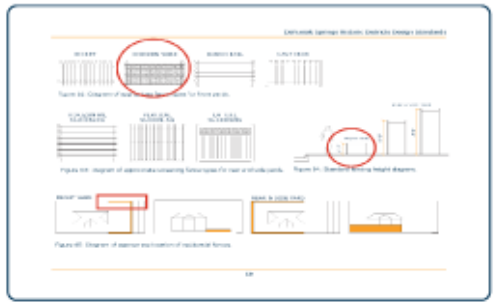

Figure 37: Example page taken from the standards illustrating the visual components that can easily be circled for reference when submitting a COA.

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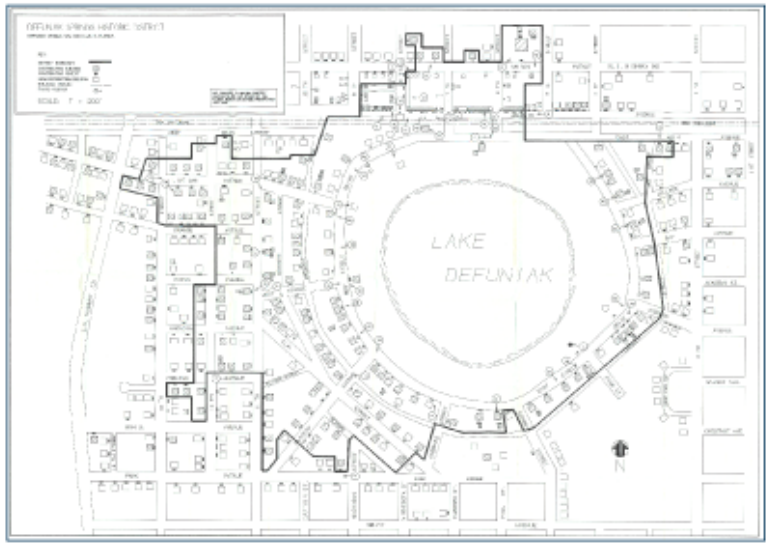


Figure 106: Boundary of the nationally designated DeFuniak Springs Historic District.

Design Standards – Visuals

4.7. Doors

Main entry doors on both residential and commercial buildings are usually designed to have a warm, welcoming appearance, while side and rear doors of are usually more utilitarian. Main entry doors designed as part of a storefront are often recessed to provide protection from the weather and allow more room for the display of products within the recessed entry.

Standard Doors

Doors are centered in their bays with front façade doors typically featuring panels that can be raised or flat, or glazing, including plain, colored, stained, beveled, and etched glass. Double doors are often used, as well as single doors with sidelights, transoms, and fanlights. Many residential doors in DeFuniak Springs also feature screen and/or storm doors.

Trims

Doors typically have a 5½ -inch wide flat trim, often edged with a plain band or a simple cap molding.





Figure 58: Left: Parts of a residential door; Above: Examples of appropriate historic doors, the center image demonstrating a compatibly designed storm door.

Best Practices

- Install screen doors with designs compatible with existing doors; full-light storm doors preferred on front façades.
- Install new or replacement hardware that matches the original finish, type, and style.
- Modify historic doorways in ways that preserve and respect the building's historic character.
- Replace doors with units that match the original size and fit within the historic opening.
- Design doors for new construction to reflect the fenestration pattern of surrounding historic examples.
- Integrate doors into storefronts to complement and enhance the design; avoid installing plate-glass doors.

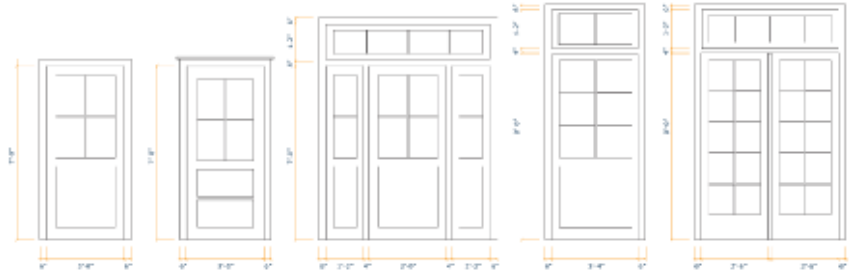


Figure 59: Standard door dimensions.

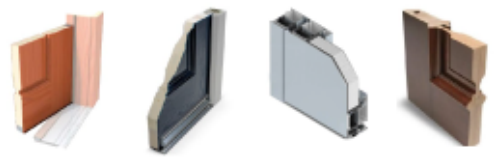


Figure 60: Cross sections showing common materials for replacement doors. From left to right: fiberglass, composite, aluminum, and wood.



Figure 61: Left to right: examples of appropriate fiberglass front door, steel rear door, and composite front door in terms of proportion and design.

Design Standards – Visuals

4.11. Storefronts

Storefronts are some of the most important elements of the front façade of commercial buildings as they help attract customers and clients to a business by providing an inviting appearance and allowing view into the ground floor. Traditional storefronts are composed of a storefront cornice, signboard area, entrance, display windows, and framing elements consisting of storefront piers and bulkheads.

Standard Storefronts

Standard commercial buildings range from one to three stories in height, the majority being one story. The storefront makes up the first floor of a commercial building and are a minimum of 14-feet tall; the upper stories a minimum of 8-feet tall.

Large plate glass windows at the street level of the façades are the foremost features of a traditional storefront from the late 19th and early to mid-20th centuries. The windows themselves are raised off the ground by wood, cast iron, brick, tile, or pressed metal panels or bulkheads.



Figure 74: Left: Parts of a commercial façade; Above: Examples of storefronts found throughout DeFuniak

Best Practices

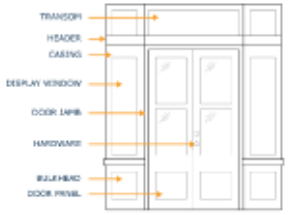
- Install display windows with clear, untinted glass; use interior blinds or drapes for privacy.
- Replace deteriorated storefront features in-kind or with materials that replicate the original design, dimensions, detail, texture, color, and material.
- Reconstruct missing storefront elements using documentary or photographic evidence; when none exists, design compatible replacements in size, shape, profile, color, and character.
- Design new storefronts to align with existing storefront piers and the established cornice line of the block.
- Avoid adding details or ornamentation that create a false sense of history or conflict with the storefront's design.

Entrances

Storefront doors are typically recessed into the storefront itself and can be centered in their bays amidst display windows. Front façade doors are full or half-light with either single- or multi-light inset glass. Double doors are often used, as well as single doors, both featuring operable or fixed transom windows.



Figure 75: Above: Examples of storefront entrances found within DeFuniak Springs; Below: Parts of a commercial door.



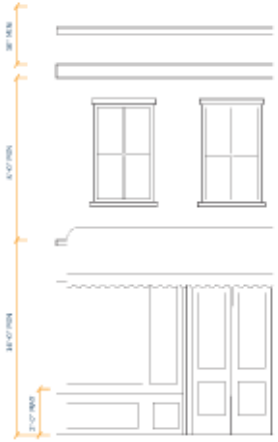


Figure 76: Standard commercial building dimensions.

Best Practices

- Install new, code-compliant doors that are appropriate to the architectural style of the commercial storefront.
- Avoid replacing doors with stock units that do not fill the original openings or match the original size, material, and design.

Design Standards – Visuals

Standard Landscaping

Landscaped areas enhance the visual and aesthetic appearance of the city while also being important character-defining features of the historic districts. Landscaping provides appropriate barriers and relief from traffic, noise, heat, glare, and the spread of dust and debris. It also provides a more pleasant and relaxing environment that increases property values.

Planted landscaping, including lawn grasses, ground cover, canopy trees, understory trees, and shrubs, is typically perennial species capable of thriving DeFuniak Springs. Native plants require less maintenance and help prevent the spread of invasive plants while also enhancing the beauty of the natural surroundings on natural surroundings.



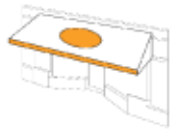
Figure 46: Examples of appropriate canopy trees. Left to right: Bald Cypress, Live Oak, Red Maple, Long Leaf Pine, and Crape Myrtle.



Figure 47: Examples of appropriate shrubs. Left to right: Saw Palmetto, Possumhaw Viburnum, Witch Hazel, Sweetshrub, and Florida Azalea.

Best Practices

- Replace any removed native shrubs or plantings with the same or similar species during exterior alterations.
- Plant new shade trees in locations that do not obscure significant historic features or threaten historic buildings with roots or branches.
- Include landscaping and planting plans with all new construction proposals, specifying the types of vegetation to be installed.



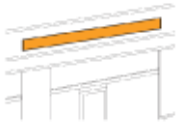
Awning Sign

This sign type is common on traditional storefronts with awnings. Awnings protect merchant wares and keep shopfront interiors shaded and cool in hot weather, but they also serve as a focal point for a commercial property's front façade. Business names and logos can be located on the slopes, returns, and valances of awnings. The most legible awning signs are designed with a color contrasting the awning background or are outlined in a contrasting color.



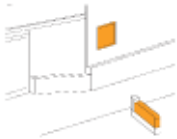
Canopy Sign

This sign type is common on traditional storefronts with canopies, both stationary and suspended. Canopies protect merchant wares and keep shopfront interiors shaded and cool in hot weather, but they also serve as a focal point for a commercial property's front façade. Signage is typically located on top of the canopy.



Signboard

This sign type is common on traditional commercial properties, particularly two-part commercial block buildings that were designed with a signboard area on the wall above the storefront. Signboard signs should be mounted flush on the façade centered over the entry to the business or centered in the signboard area.



Directory Sign

This sign type provides a listing of establishments within a building or series of buildings. Directory signs are typically designed to complement the design of the entry and façade to which they are attached. They are usually mounted flush on the façade near the front entry or on a monument sign adjacent to the building entrance.



Questions

Contact us:

Samantha Smith

Architectural Historian
Philadelphia, PA 19103
Email: ssmith4@jmt.com

01/18/2026

To: Rob Hamilton, Executive Director
DeFuniak Springs Community Redevelopment Agency
CRADirector@DeFuniakSpringsCRA.com

From: Bradley C. Touchstone, FAIA

Regarding: 27 Crescent Drive Renovations

Rob,

This is a brief summary of the progress being made on the design of renovations to the building at 27 Crescent Drive, DeFuniak Springs, FL.

1. Attached is a progress set of drawings for the design of the building. These drawings represent a 90% progress set and we will be finalizing the drawings in the next wo weeks.
2. I conducted a detailed site investigation with the Structural Engineer, Carson Hicks. Part of that investigation included the development of a 3D model of the structural framing system for the existing building.
3. Based on the detailed 3D Structural Model we determined that there are a number of deficiencies with the existing structural frame based on current wind load requirements. Those deficiencies include:
    a. The existing roof panels are attached to purlins. We need to provide a plywood deck on top of the roof to accommodate the wind load uplift forces that will act on the roof.
    b. The existing roof framing is comprised of trusses that are 10ft. O.C. Between the trusses are 2x6 rafters that extend from the exterior walls to the roof ridge. These rafters require secondary support such as joists that span between the trusses.
    c. The Gable Framing does not have any diagonal racking support.
    d. The existing trusses will likely require support at mid-span. This requires the addition of a beam and columns that run down the centerline of the building.
4. After an extensive analysis of the existing roof system, we determined that replacement of the existing roof framing with a conventional truss system is the least expensive and best alternative. The advantages include:
    a. Removal of risk factor associated with the existing unconventional framing
    b. The new trusses can clear span the existing space and do not require the addition of a central beam and columns
    c. The new trusses can provide conventional support for the ceiling system
    d. Installing new trusses will provide a seamless integration of the new roof over the addition
    e. The end gables can be designed to accommodate the required racking resistance
5. The renovation will require a sprinkler system for the building.
6. The renovation will require a monitored fire alarm system.

482 W. Harborview Rd., Santa Rosa Beach, FL
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(850) 545-5227
FL License #AR-0015801

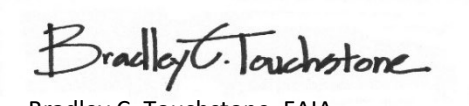
The following are the next steps in the process:

1. Finalize Architectural Drawings
2. The CRA needs to engage a Civil Engineer to provide site planning and permitting including ADA parking and sidewalk modifications
3. CRA needs to develop bid package for interested Contractors

I have also included a progress invoice based on the percentage of work completed. Please reach out if you need any additional information.

Best regards,

Thank you for this opportunity,



Bradley C. Touchstone, FAIA

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(850) 545-5227
FL License #AR-0015801

27 CRESCENT DRIVE

Defuniak Springs, Florida



TOUCHSTONE ARCHITECTURE

CRESCENT DRIVE RENOVATION

27 Cresent Drive
Defuniak Springs, Florida 32433

Project Title

Architect

TOUCHSTONE
ARCHITECTURE
482 W. Harborview Rd.
Santa Rosa Beach, FL

Consultant

REV.	DATE	DESCRIPTION

NO.	DATE	ISSUE NOTE

Project Manager	Drawn By
Date: 20 August 2025	Reviewed By

Project ID: 25102

Sheet Title: Cover Sheet

Sheet No.: A0.1

GENERAL NOTES

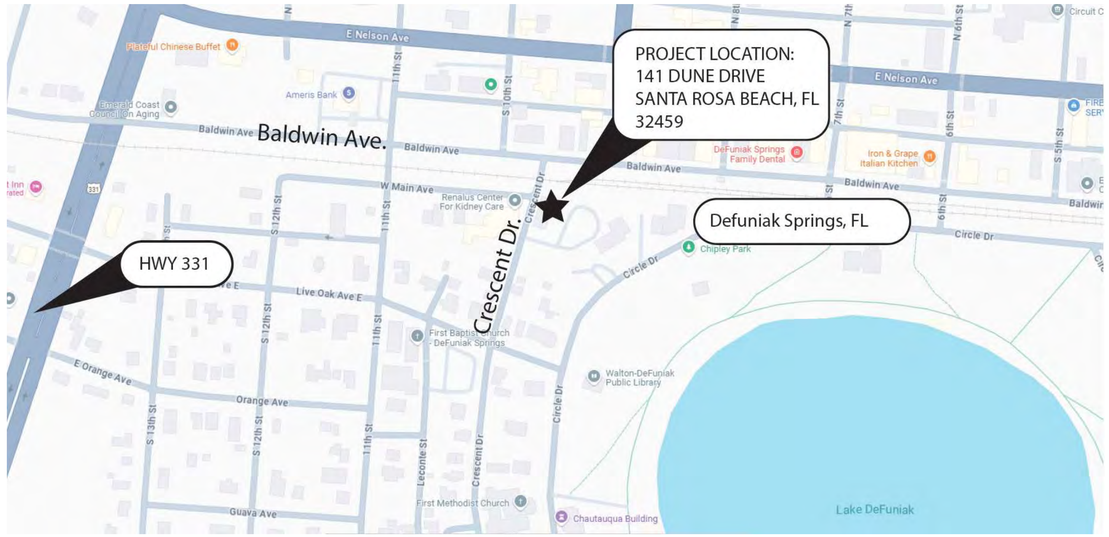
1. ALL WORK PERFORMED SHALL COMPLY WITH APPLICABLE OSHA/EPA REGULATIONS, CURRENT BUILDING CODES, AND GENERALLY ACCEPTED PROFESSIONAL CRAFTSMANSHIP.
2. THE CONTRACTOR SHALL MAKE AVAILABLE TO THE BUILDING INSPECTOR ANY DOCUMENTATION NECESSARY TO VERIFY THAT ALL PRODUCTS REQUIRING APPROVAL PER FS 553.842 ARE IN COMPLIANCE.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTING AND MAINTAINING ALL REASONABLE SAFEGUARDS TO PROTECT THE GENERAL HEALTH SAFETY AND WELFARE OF THE GENERAL PUBLIC. THIS SHALL INCLUDE POSTING DANGER SIGNS, AND OTHER WARNING SIGNS AGAINST POTENTIAL HAZARDS, AS WELL AS ENFORCING SAFETY REGULATIONS.
4. CONTRACTOR SHALL MAINTAIN A CLEAN WORK PREMISE AT ALL TIMES AND SHALL CLEAN DEBRIS FROM CONSTRUCTION SITE DAILY.
5. THE CONTRACTOR SHALL MAKE AVAILABLE TO THE BUILDING INSPECTOR ANY DOCUMENTATION NECESSARY TO VERIFY THAT ALL PRODUCTS REQUIRING APPROVAL PER FS 553.842 ARE IN COMPLIANCE.
6. AT LEAST ONE EGRESS DOOR SHALL BE PROVIDED FOR EACH DWELLING UNIT. THE EGRESS DOOR SHALL BE SIDE HINGED, AND SHALL PROVIDE A MINIMUM CLEAR WIDTH OF 32 INCHES WHEN MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. R311.2.
7. ONE BATHROOM ON THE MAIN LIVING FLOOR LEVEL MUST BE PROVIDED WITH A 29" CLEAR OPENING. HOWEVER, IF ONLY A TOILET ROOM IS PROVIDED, IT SHALL MEET THIS REQUIREMENT. R320.1
8. EACH BEDROOM MUST BE PROVIDED A SECONDARY MEANS OF EGRESS WITH A MINIMUM NET CLEAR OPENING HEIGHT OF 24" AND A WIDTH OF 20". THE MINIMUM OPENING AREA SHALL BE 5.0SF. AT THE GROUND FLOOR AND 5.7 SF. AT ALL OTHER LEVELS. R310.1
9. GARAGES ATTACHED TO LIVING SPACE MUST BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC BY AT LEAST ½" GYPSUM BOARD OR EQUIVALENT ON THE GARAGE SIDE. IF A HABITABLE ROOM IS LOCATED ABOVE THE GARAGE, 5/8" TYPE X GYPSUM BOARD OR EQUIVALENT IS REQUIRED ON THE CEILING WITH ½" GYPSUM BOARD OR EQUIVALENT ON THE WALLS R302.5 AND TABLE R302.6
10. GUARDRAILS ARE TO BE 36" HIGH WITH GUARDS DESIGNED TO RESIST THE PASSAGE OF A 4" SPHERE WHEN THE WALKING SURFACE IS 30" OR MORE ABOVE GRADE. R312
11. WINDER STEPS MUST BE 6" HIGH WITH GUARDS DESIGNED TO RESIST THE PASSAGE OF A 4" SPHERE WHEN THE WALKING SURFACE IS 30" OR MORE ABOVE GRADE. R312
12. HANDRAILS ARE REQUIRED FOR STAIRS WITH 4 OR MORE RISERS, SHALL BE CONTINUOUS ON AT LEAST ONE SIDE, SHALL BE 34" TO 38" ABOVE THE TREAD NOSING, AND SHALL NOT DEAD END. R311.7.7
13. GLASS IN TUB AREAS, STAIRWAYS, AND POOL AREAS WITHIN 60" FROM FINISHED FLOOR REQUIRE SAFETY GLAZING. SAFETY GLAZING IS REQUIRED FOR WINDOWS WITHIN 24" OF A DOOR. EXCEPTION: GLAZING LOCATED ABOVE STAIRS WITH A SOLID WALL OR GUARD AT LEAST 34" ABOVE THE TREAD NOSING. R308.4
14. OPERABLE WINDOWS THAT ARE MORE THAN 72" ABOVE THE OUTSIDE GRADE SHALL NOT HAVE OPENINGS WITHIN 24" OF THE FINISHED FLOOR. OPENINGS LOWER THAN 24" SHALL HAVE A GUARD IN PLACE THAT IS DESIGNED TO RESIST PASSAGE OF A 4" SPHERE. R612.2
15. SMOKE ALARMS MUST BE ADJACENT TO AND INSIDE BEDROOMS, AND BE INTERCONNECTED WITH AT LEAST ONE ON EACH FLOOR. CARBON MONOXIDE DETECTORS ARE REQUIRED WITHIN 10 FEET OF EACH SLEEPING ROOM IN DWELLINGS WITH ATTACHED GARAGES, FUEL BURNING APPLIANCES, FIREPLACES, OR OTHER FEATURE, FIXTURE, OR ELEMENT THAT EMITS CARBON MONOXIDE. R314 AND R315
16. GFCI PROTECTION IS REQUIRED FOR ALL RECEPTACLES SERVING COUNTERTOPS, WHIRLPOOL MOTORS, DAMP AND WET LOCATIONS, AND GARAGES. NEC 210.8. ALL 120V CIRCUITS, EXCEPT THOSE REQUIRED TO BE GFCI PROTECTED, SHALL BE PROTECTED BY ARC-FAULT CIRCUIT INTERRUPTERS. NEC210.12 ALL 15A & 20A 125V RECEPTACLES SHALL BE LISTED AS TAMPER RESISTANT. NEC406.11
17. MECHANICAL EXHAUST VENTS, SUCH AS BATHROOM EXHAUST, MUST DISCHARGE DIRECTLY TO THE OUTDOORS WITH AN APPROVED COVER. M1501.
18. SUBMITTALS FROM SUPPLIER/MANUFACTURER VERIFYING CODE COMPLIANCE FOR DOORS & WINDOWS (INCLUDE INSTALLATION INSTRUCTIONS), AND ENGINEERED TRUSS DRAWINGS MUST BE AVAILABLE AT THE FRAMING INSPECTION.

SCOPE OF WORK

THE SCOPE OF WORK INCLUDES :

1. REMOVE "LEAN TO" STRUCTURE ON EAST SIDE OF BUILDING
2. REMOVE "LEAN TO" ROOF ON SOUTH SIDE OF BUILDING
3. ELEVATE FLOOR IN SOUTH PORTION OF BUILDING TO MATCH ELEVATION OF FRONT ROOM
4. PROVIDE NEW BEAMS, COLUMNS AND STRUCTURAL REINFORCEMENTS TO EXISTING BUILDING PER STRUCTURAL DRAWINGS
5. BUILD ADDITION AND PROVIDE INTERIOR RENOVATIONS PER DRAWINGS
6. PROVIDE SPRINKLER SYSTEM FOR ENTIRE BUILDING
7. PROVIDE NEW PLUMBING AND ELECTRICAL THROUGHOUT
8. **CONTRACTOR SHALL PROVIDE ENGINEERING SERVICES IN ASSOCIATION WITH ELECTRIAL, MECHANICAL AND PLUMBING SYSTEMS INCLUDING SPRINKLER AND FIRE PROTECTION SYSTEMS PER THE FLORIDA BUILDING CODE.**

LOCATION MAP



PARCEL NO. 25-3N-19-19070-000-6722

CODE SUMMARY

ALL NEW WORK TO BE IN ACCORDANCE WITH THE LATEST BUILDING CODES ADOPTED BY THE BUILDING AUTHORITIES HAVING JURISDICTION. WHERE CONFLICTS OCCUR BETWEEN CODES OR BETWEEN CONSTRUCTION DOCUMENTS AND CODES, THE MOST RESTRICTIVE REQUIREMENTS SHALL GOVERN.

FLORIDA BUILDING CODE, BUILDING - 2023, 8TH EDITION
FLORIDA BUILDING CODE, RESIDENTIAL- 2023, 8TH EDITION
FLORIDA BUILDING CODE, ACCESSIBILITY - 2023, 8TH EDITION
FLORIDA BUILDING CODE MECHANICAL - 2023, 8TH EDITION
FLORIDA BUILDING CODE, FUEL GAS FLORIDA BUILDING CODE, PLUMBING FLORIDA FIRE PREVENTION CODE - 2023, 8TH EDITION
NATIONAL ELECTRICAL CODE - 2023, 8TH EDITION
NFPA 101 - LIFE SAFETY CODE - 2023, 8TH EDITION

GENERAL CONTRACTOR'S SUBS TO PROVIDE ALL NECESSARY DRAWINGS FOR THE ELECTRICAL, MECHANICAL, PLUMBING, SPRINKLER AND GAS SYSTEMS.

GENERAL CONTRACTOR TO PROVIDE MAIL BOX AND HOUSE NUMBERS AS REQUIRED.

CONSTRUCTION TYPE: VB-SPRINKLED

OCCUPANCY CLASS = A3 ASSEMBLY

OCCUPANCY LOAD 273 PEOPLE

SPRINKLER SYSTEM REQUIRED

PROVIDE SINGLE STATION SMOKE ALARMS POWERED CONTINUOUSLY BY HOUSE ELECTRICAL SYSTEM AND INSTALLED PER NFPA 72 NATIONAL FIRE ALARM CODE

NO EXTERIOR WALL RATINGS REQUIRED.

PROVIDE PORTABLE FIRE EXTINGUISHERS CONFORMING TO NFPA 10 AS ADOPTED IN RULE 69A-3.012, FAC IN COMPLIANCE WITH 69A-43.018(7) FAC.

KITCHEN: UL LISTED 711A

CLAY STUDIO: UL RATING OF 3-A:40B-C, CLASS A-B-C

ELSEWHERE: UL RATING 2A-10B:C, CLASS A-B-C

MINIMUM NUMBER OF EXITS 2

TOTAL EGRESS WIDTH REQUIRED 55 INCHES (DOORS/CORRIDORS)

WATER CLOSETS MEN / WOMEN 2 / 4

LAVATORIES MEN / WOMEN 1 / 1

TOUCHSTONE ARCHITECTURE

CRESCENT DRIVE RENOVATION

27 Cresent Drive
Defuniak Springs, Florida 32433

Project Title

Architect
TOUCHSTONE ARCHITECTURE
482 W. Harborview Rd.
Santa Rosa Beach, FL

Consultant

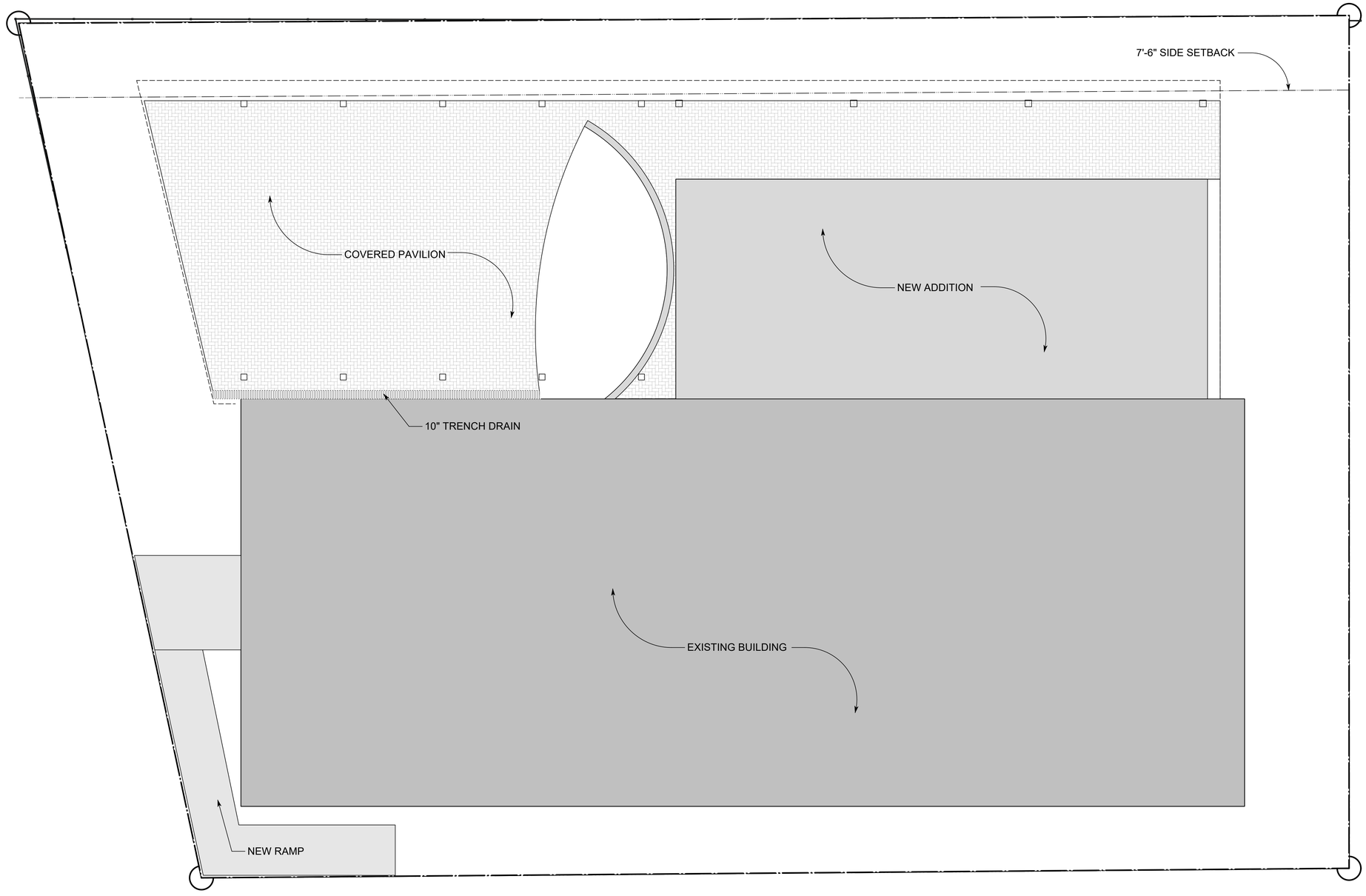
REV.	DATE	DESCRIPTION

NO.	DATE	ISSUE NOTE

Project Manager | Drawn By
Date: 20 August 2025 | Reviewed By
Project ID: 25102

Sheet Title: Index and Notes

Sheet No.: A0.2



TOUCHSTONE ARCHITECTURE

CRESCENT DRIVE RENOVATION

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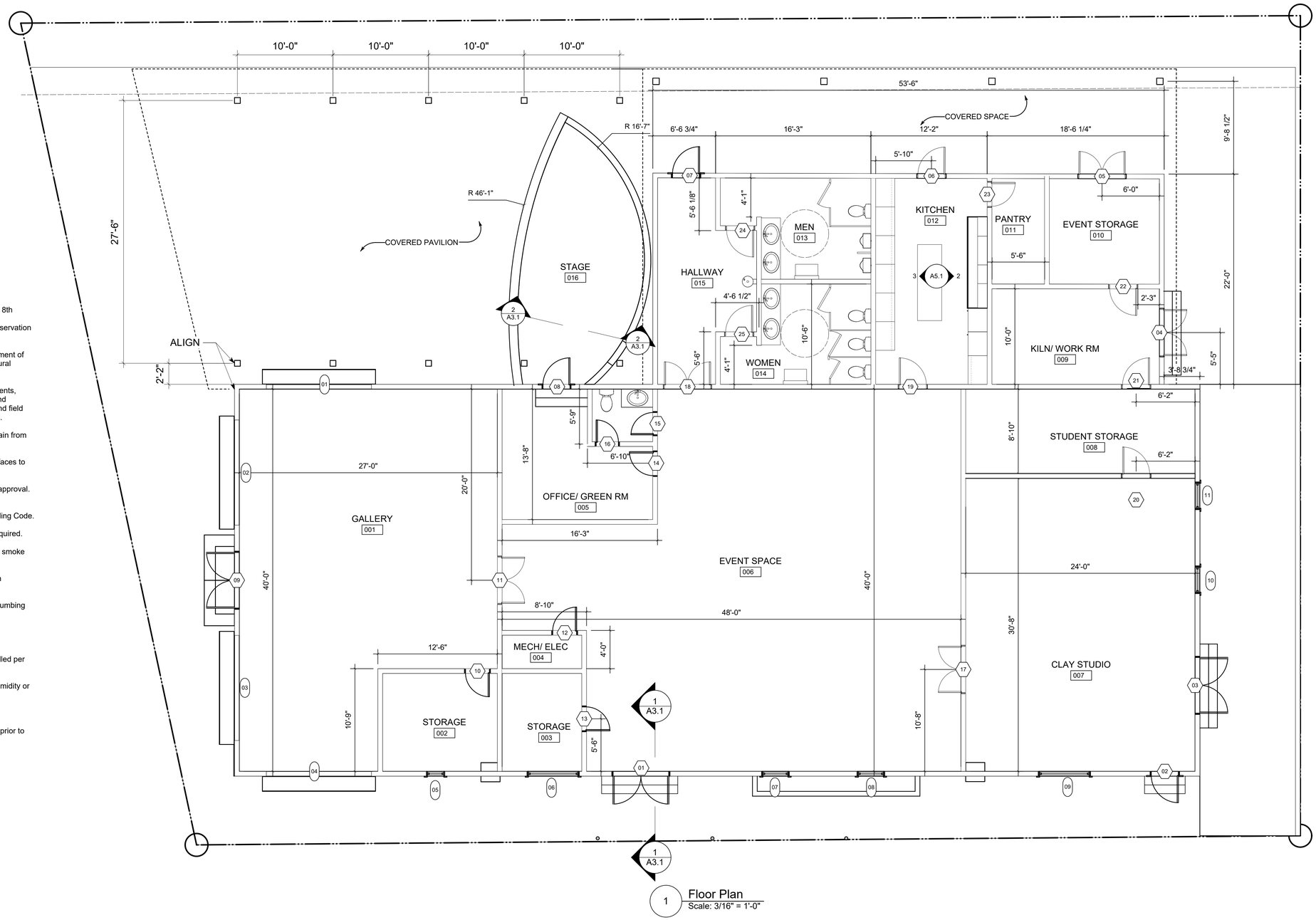
Sheet Title

Site Plan

Sheet No.

A1.1



1 Floor Plan
Scale: 3/16" = 1'-0"

GENERAL NOTES

1. Construction shall comply with the Florida Building Code (FBC), 8th Edition (2023), including the Existing Building Code, Building, Accessibility, Plumbing, Mechanical, Fuel Gas, and Energy Conservation volumes, as applicable.
2. Contractor shall verify all existing conditions prior to commencement of work, including but not limited to dimensions, clearances, structural framing, utilities, ceiling heights, and concealed conditions.
3. Field verification shall include confirmation of load-bearing elements, existing fire-resistance-rated assemblies, locations of utilities, and accessibility conditions. Any discrepancies between drawings and field conditions shall be reported to the Architect prior to construction.
4. Protect all existing construction, finishes, and equipment to remain from damage during demolition and construction.
5. Remove demolished materials from site and patch adjacent surfaces to match existing finishes.
6. No structural elements shall be cut, notched, or altered without approval. See Structural Drawings for required structural modifications.
7. Provide wall and roof insulation as required per the Florida Building Code.
8. Exit signage and emergency lighting shall be provided where required.
9. Interior finish materials shall comply with FBC flame spread and smoke development requirements.
10. Door hardware, maneuvering clearances, and floor transitions in renovated areas shall comply with accessibility requirements.
11. Coordinate architectural work with mechanical, electrical, and plumbing systems. Maintain required service clearances.
12. All new wood framing shall comply with FBC Chapter 23 and be pressure-treated where required.
13. Fasteners and connectors shall be corrosion-resistant and installed per manufacturer's requirements.
14. Moisture-resistant materials shall be used in areas subject to humidity or wet use.
15. Work shall not be concealed prior to inspection approval.
16. Final inspection and Certificate of Completion shall be obtained prior to occupancy.

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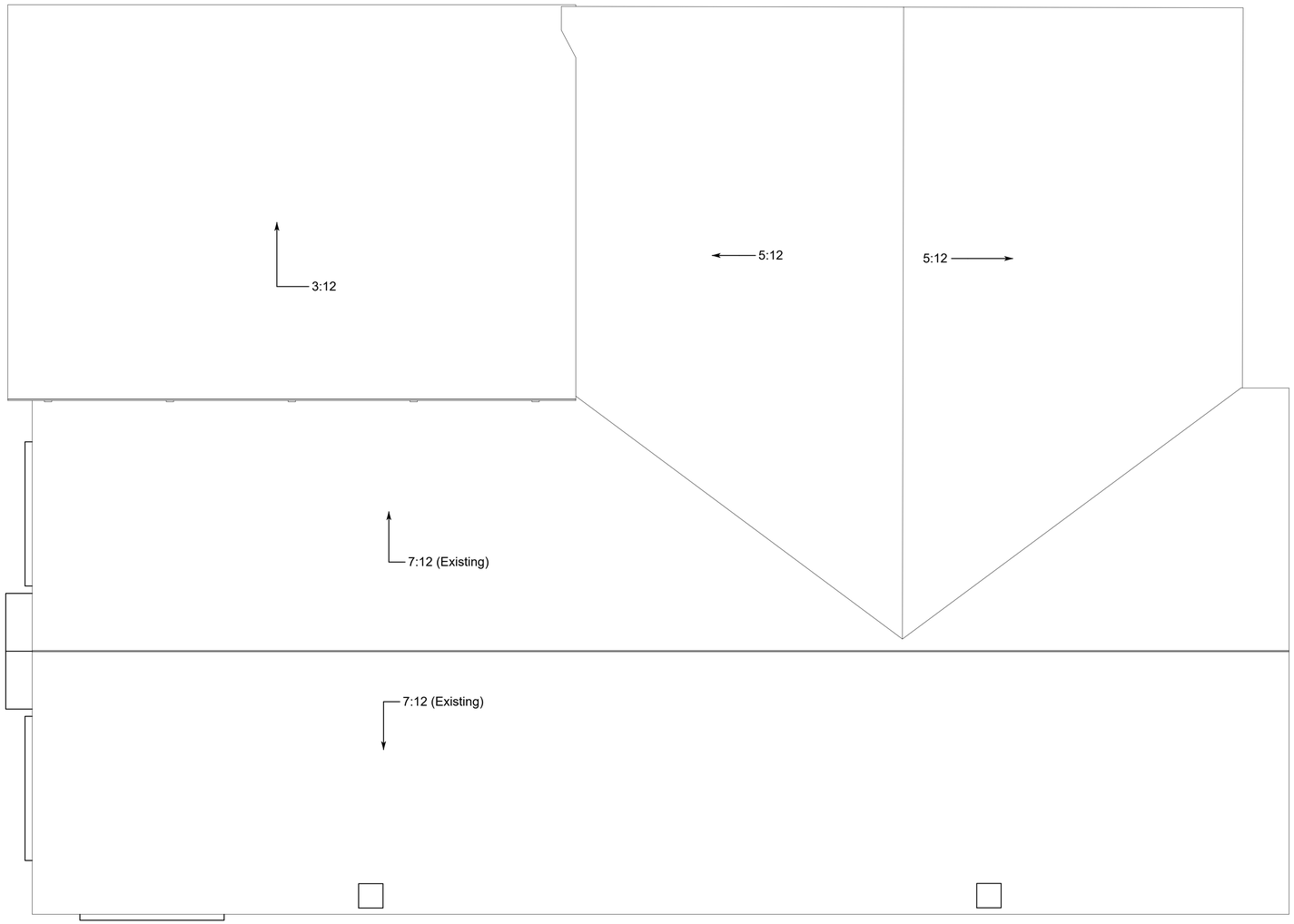
Sheet Title
First Floor Plan

Sheet No.
A1.2



1 Roof Plan
Scale: 3/16" = 1'-0"

TOUCHSTONE ARCHITECTURE

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Project Manager | Drawn By
Date: 20 August 2025 | Reviewed By
Project ID: 25102

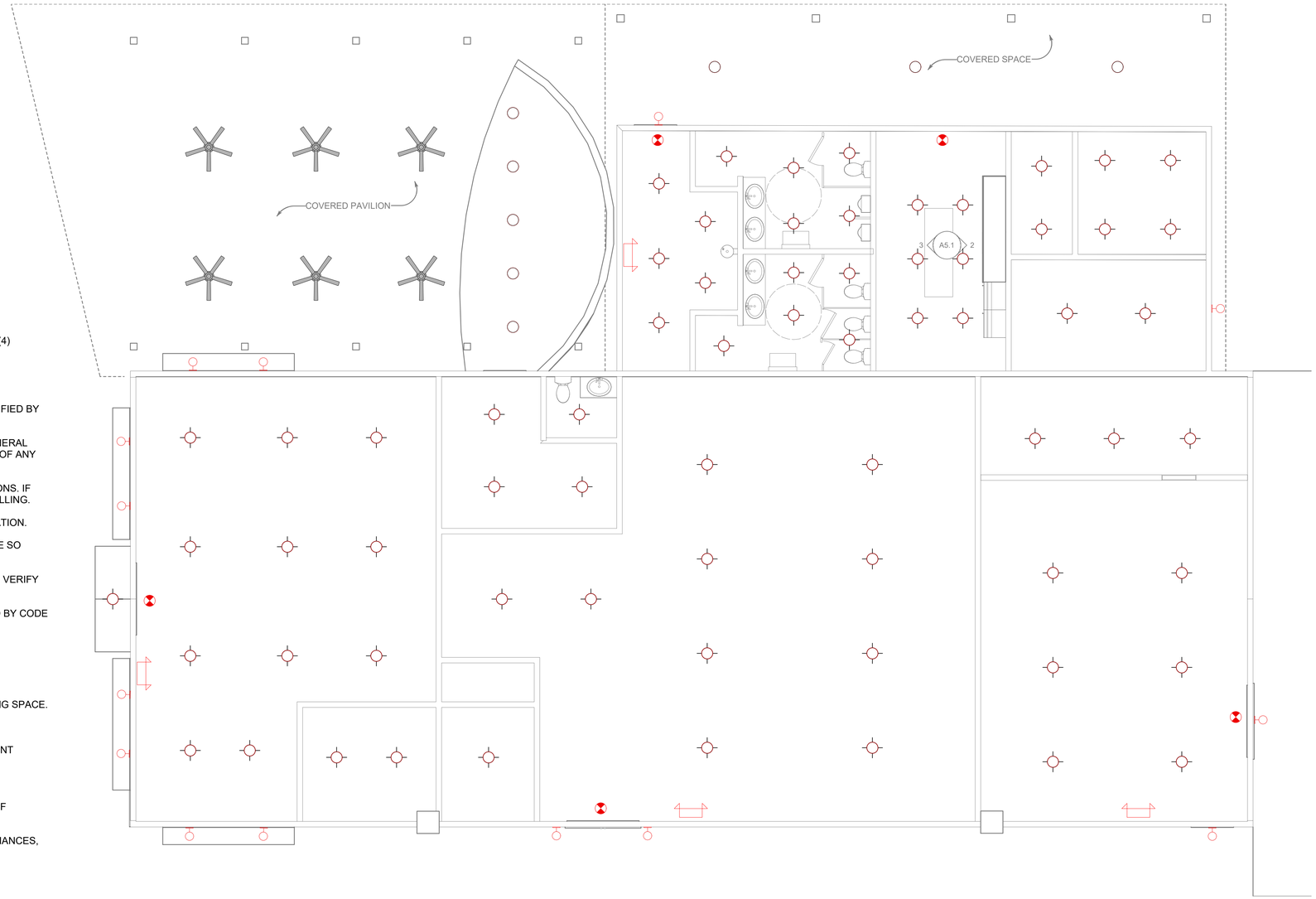
Sheet Title
Roof Plan

Sheet No.
A1.3

C

B

A



1 Refelcted Ceiling Plan
Scale: 3/16" = 1'-0"

ELECTRICAL NOTES:

1. GANG ALL SWITCHES AND/OR OUTLETS ON ONE PLATE IF SHOWN SIDE BY SIDE (NO GANG BOXES WIDER THAN (4)

2. ALL SYMBOLS MAY NOT BE USED

3. VERIFY ALL CABLE, TELEPHONE, AND FLOOR OUTLET LOCATIONS PRIOR TO INSTALLATION

4. ALL ELECTRICAL REQUIREMENTS FOR THE SPECIFIED APPLIANCESAND/OR PLUMBING FIXTURES SHALL BE VERIFIED BY THE GENERAL CONTRACTOR WITH EACH MANUFACTURER

5. ALL LOCATIONS FOR LIGHTING FIXTURES AND/OR ELECTRICAL OUTLETS ARE FOR ""DESIGN INTENT"" ONLY. GENERAL CONTRACTOR SHALL VERIFY COMPLIANCE WITH ALL LOCAL AND STATE BUILDING CODES AND NOTIFY DESIGNER OF ANY MODIFICATIONS REQUIRED.

6. VERIFY ALL MOUNTING HEIGHTS OF WALL MOUNTED FIXTURES AND JUNCTION BOXES WITH INTERIOR ELEVATIONS. IF ELEVATION DOES NOT GIVE THE INFORMATION, REFER SPECIFICATIONS OR CONSULT DESIGNER PRIOR TO INSTALLING.

7. GENERAL CONTRACTOR SHALL VERIFY ALL MOUNTING PLATE SIZES. ""PIGTAIL"" ALL WIRING PRIOR TO VERIFICATION.

8. GENERAL CONTRACTOR SHALL NOTIFY DESIGNER/ OWNER WHEN ELECTRICAL/LIGHTING ROUGH-IN IS COMPETE SO FINAL WALK THROUGH MAY TAKE PLACE PRIOR TO DRYWALL INSTALLATION

9. ALL OUTLET PLATES SHALL BE ""WHITE"" EXCEPT IF LOCATED IN CABINETRY AND/OR ON A STONE BACKSPLASH. VERIFY WITH ARCHITECT FOR COLOR AT THESE AREAS.

10. GENERAL CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL RECEPTACLES, SMOKE ALARMS ETC. AS REQUIRED BY CODE

11. GENERAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING LIGHT BULBS FOR ALL LIGHT FIXTURES

12. PROVIDE ELECTRICAL JUNCTION BOXES AS REQUIRED FOR LANDSCAPE LIGHTING.

13. PROVIDE DIMMERS ON ALL LIGHTING UNLESS SPECIFIED OTHERWISE

14. ALL ELECTRICAL FIXTURES HAVE BEEN LOCATED BASED ON LINEAR ALIGNMENTS WITHIN THE CORRESPONDING SPACE. CONTRACTOR SHALL FIELD VERIFY ALL FIXTURE ALIGNMENTS PRIOR TO INSTALLATION. CONSULT ARCHITECT IF DISCREPANCIES ARE FOUND IN THE FIELD.

15. ALL WALL SWITCHES SHALL BE LOCATED ""TIGHT"" TO CASING AT APPLICABLE OPENINGS. MAINTAIN CONSISTENT PLACEMENT THROUGHOUT HOUSE. CONSULT ARCHITECT IF DISCREPANCIES ARE FOUND IN THE FIELD.

16. PROVIDE ARC FAULT PROTECTION AT ALL BEDROOM SWITCHES, OUTLETS AND FANS

17. EXISTING OUTLETS AND LIGHT FIXTURES AT GROUND LEVEL TO REMAIN (CONTRACTOR TO REPAIR/ REPLACE IF NECESSARY

18. VERIFY REQUIREMENTS AND LOCATION FOR ALL EQUIPMENT INCLUDEING BUT NOT LIMITED TO KITCHEN APPLIANCES, WASHER/ DRYER, ELEVATOR, OUTDOOR LIGHTING, HOT WATER HEATER, HVAC, ETC.

FIXTURE LEGEND:

- EMERGENCY LIGHT WITH BATTERY BACKUP
- 4" RECESSED CAN LIGHT
- EXTERIOR RATED SPOT LIGHT
- EXIT SIGN
- EXTERIOR RATED SCONCE
- EXTERIOR RATED FAN WITH LIGHT KIT

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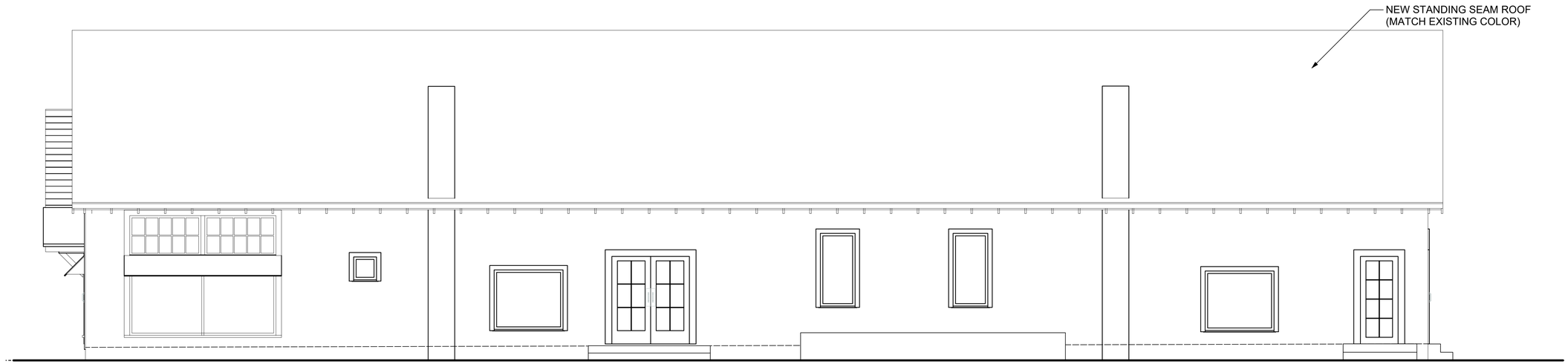
Sheet Title
First Floor Reflected Ceilng Plan

Sheet No.
A1.4



2 West Elevation
Scale: 1/4" = 1'-0"



1 North Elevation
Scale: 1/4" = 1'-0"

TOUCHSTONE
ARCHITECTURE

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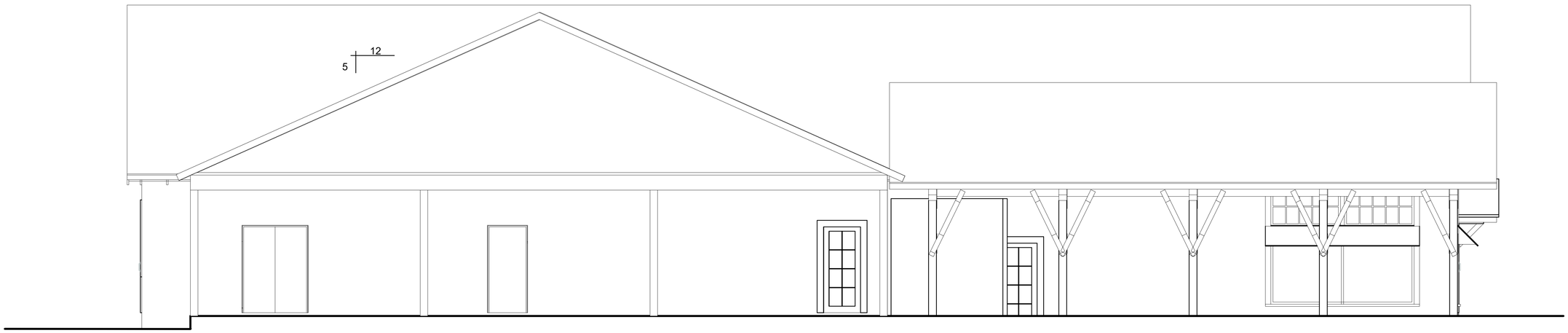
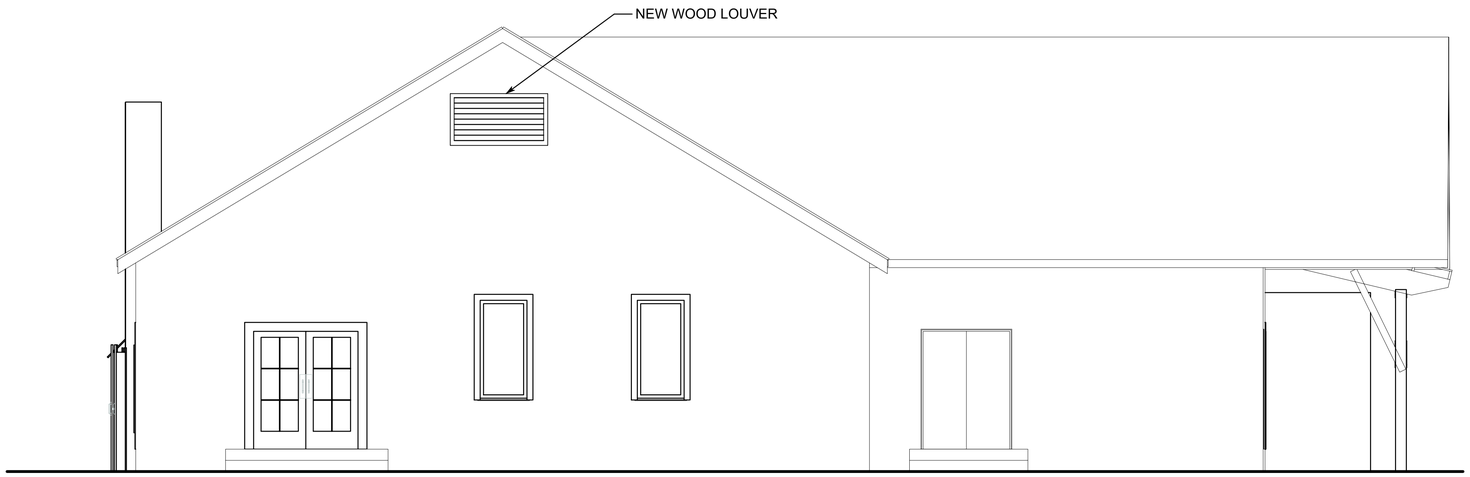
Sheet Title
Elevations

Sheet No.
A2.1



1 East Elevation
Scale: 1/4" = 1'-0"



2 South Elevation
Scale: 1/4" = 1'-0"

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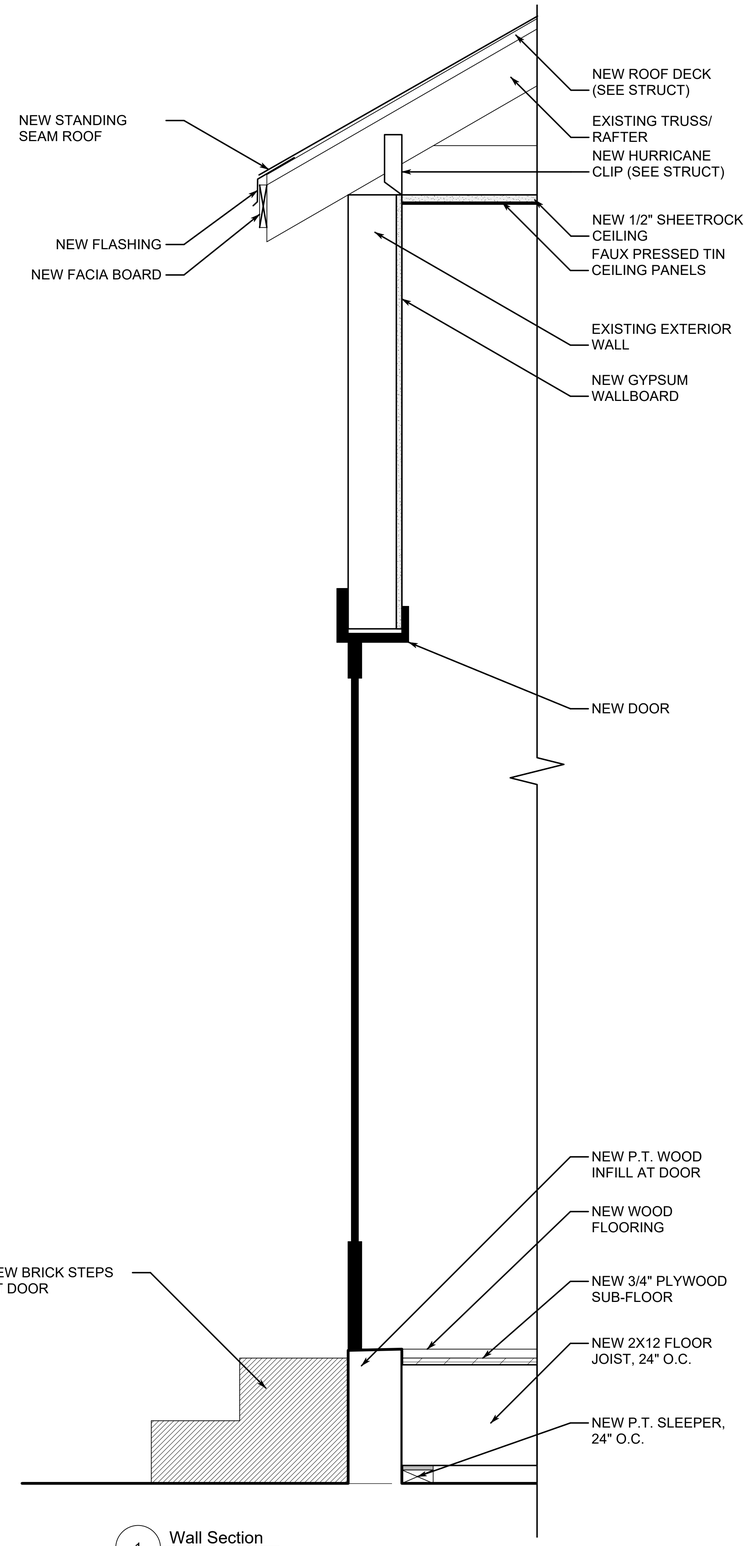
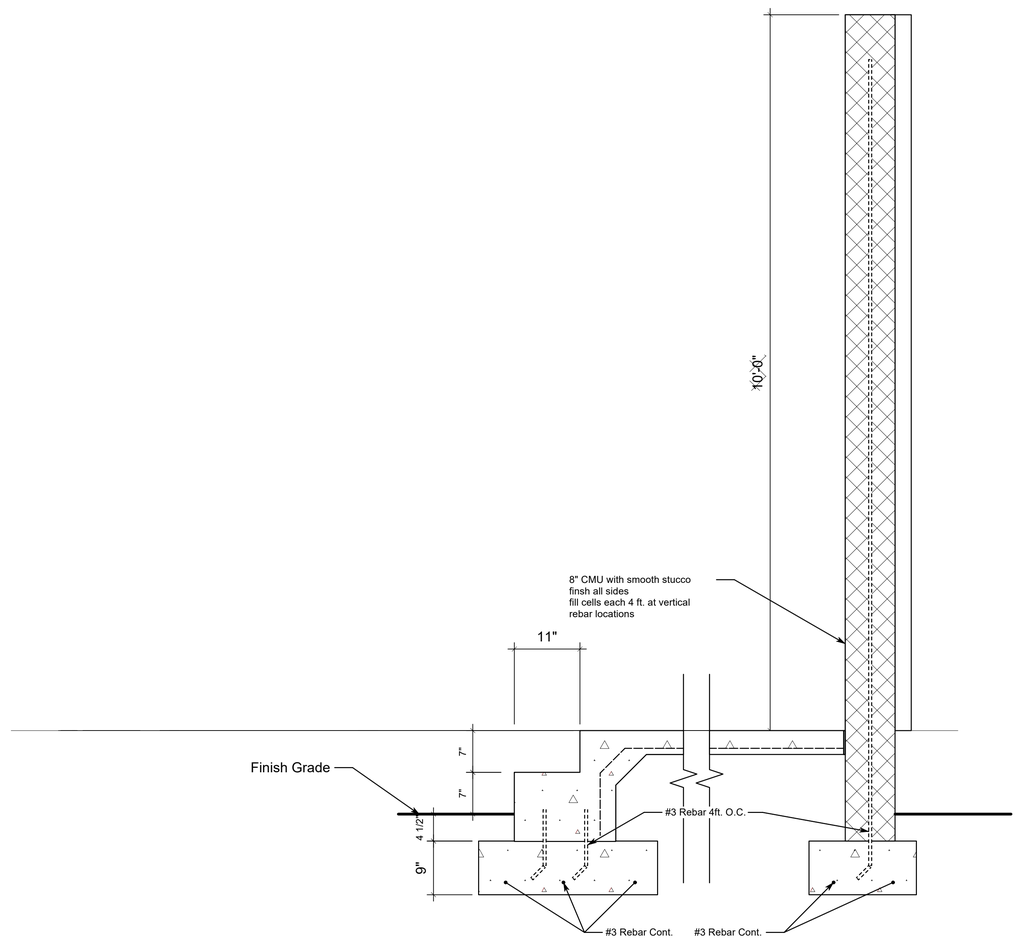
Sheet Title
Elevations

Sheet No.
A2.2



1 Wall Section
Scale: 1 1/2" = 1'-0"



2 [Drawing Title]
Scale: 1" = 1'-0"

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Sheet Title
Building Sections

Sheet No.
A3.1

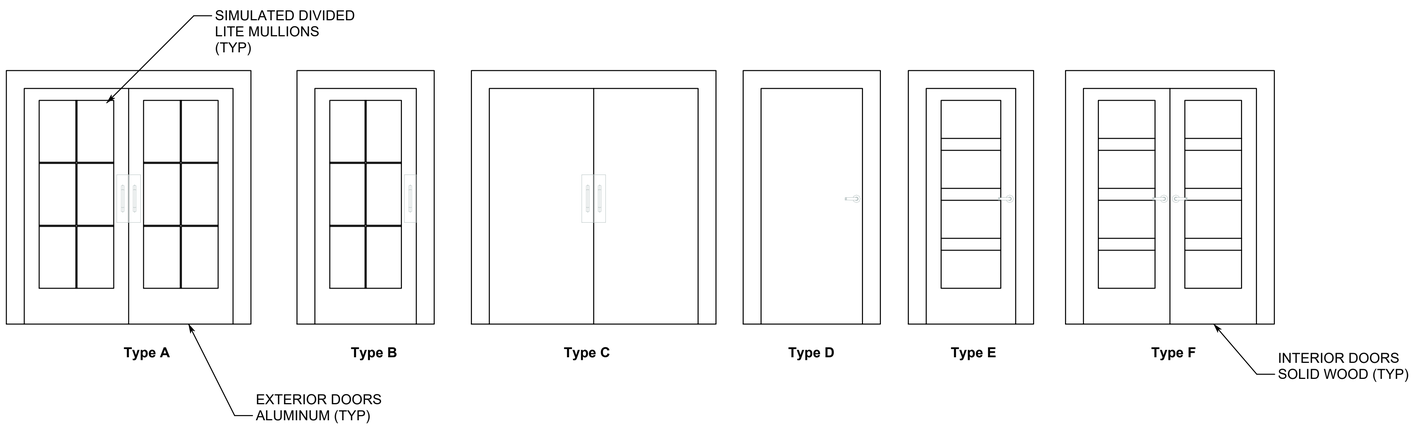
DOOR SCHEDULE				
NUMBER	TYPE	WIDTH	HEIGHT	NOTES
1	TYPE A - EXTERIOR	6'-0" (dbl)	6'-8"	Door Closer, Panic Hardware
2	TYPE B - EXTERIOR	3'-0"	6'-8"	Door Closer, Panic Hardware
3	TYPE A - EXTERIOR	6'-0" (dbl)	6'-8"	Door Closer, Panic Hardware
4	TYPE C - EXTERIOR	5'-0" (dbl)	6'-8"	Door Closer, Lever Hardware, Deadbolt
5	TYPE C - EXTERIOR	5'-0" (dbl)	6'-8"	Door Closer, Lever Hardware, Deadbolt
6	TYPE D - EXTERIOR	3'-0"	6'-8"	Door Closer, Lever Hardware, Deadbolt
7	TYPE B - EXTERIOR	3'-0"	6'-8"	Door Closer, Panic Hardware
8	TYPE B - EXTERIOR	3'-0"	6'-8"	Door Closer, Panic Hardware
9	TYPE A - EXTERIOR	6'-0" (dbl)	6'-8"	Door Closer, Panic Hardware
10	TYPE E - INTERIOR	2'-8"	6'-8"	Lever Hardware
11	TYPE F - INTERIOR	5'-0" (dbl)	6'-8"	Lever Hardware
12	TYPE E - INTERIOR	2'-8"	6'-8"	Lever Hardware
13	TYPE E - INTERIOR	2'-8"	6'-8"	Lever Hardware
14	TYPE E - INTERIOR	2'-8"	6'-8"	Lever Hardware
15	TYPE E - INTERIOR	2'-6"	6'-8"	Lever Hardware, Privacy Lock, Restroom Sign
16	TYPE E - INTERIOR	2'-6"	6'-8"	Lever Hardware, Privacy Lock
17	TYPE F - INTERIOR	5'-0" (dbl)	6'-8"	Lever Hardware, Deadbolt
18	TYPE F - INTERIOR	5'-0" (dbl)	6'-8"	Lever Hardware, Door Stop
19	TYPE E - INTERIOR	3'-0"	6'-8"	Lever Hardware, Door Stop
20	TYPE E - INTERIOR	3'-0"	6'-8"	Lever Hardware, Deadbolt
21	TYPE E - INTERIOR	3'-0"	6'-8"	Lever Hardware, Deadbolt
22	TYPE E - INTERIOR	3'-0"	6'-8"	Lever Hardware, Deadbolt
23	TYPE E - INTERIOR	3'-0"	6'-8"	Lever Hardware, Deadbolt
24	TYPE E - INTERIOR	3'-0"	6'-8"	Lever Hardware, Door Closer, Restroom Sign
24	TYPE E - INTERIOR	3'-0"	6'-8"	Lever Hardware, Door Closer, Restroom Sign

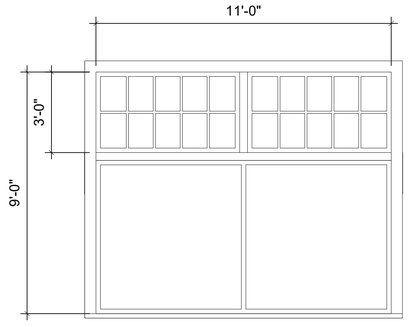
DOOR GENERAL NOTES:

1. Comply with the Florida Building Code (FBC), Building; Florida Fire Prevention Code (FFPC); NFPA 80; NFPA 101; ANSI A117.1; and applicable ASTM, ANSI, and TAS standards.
2. Doors serving assembly occupancies and required means of egress shall comply with FBC egress requirements, including minimum clear width and swing in direction of egress where required.
3. Provide listed panic or fire exit hardware at assembly occupancy exit doors as required by the FBC and FFPC.
4. Doors and hardware shall comply with FBC Accessibility requirements, including maneuvering clearances, opening force, thresholds, and operable parts.
5. Exterior aluminum doors and frames shall be designed for site-specific wind loads and design pressures in accordance with the FBC. (See Structural for Pressure Requirements)
6. Provide Florida Product Approval or Miami-Dade NOA for exterior doors, frames, glazing, and anchorage, as required.
7. Provide door closers where required and adjust to meet accessibility and life-safety requirements; hold-open devices shall release upon fire alarm activation where required.
8. Exterior doors shall be weather-tight with continuous perimeter seals, sweeps, and thresholds.
9. Install doors and frames plumb, square, and true per manufacturer's instructions, Florida Product Approval, and approved shop drawings.
10. Coordinate door assemblies with fire alarm, access control, security, and power-operated door systems.
11. Verify all field dimensions and conditions prior to fabrication and installation.

WINDOW GENERAL NOTES:

1. **Code Compliance:** All aluminum windows shall comply with the current edition of the Florida Building Code (Building), including Chapters 14, 16, and 24, as applicable.
2. **Product Approval:** Windows shall have current Florida Product Approval as required. Approved products shall be submitted to the Architect/Engineer of Record prior to installation.
3. **Design Pressures**: Windows shall be rated to resist site-specific positive and negative design pressures per Structural Requirements (See Structural Notes Page), including wind speed, exposure category, importance factor, and internal pressure coefficients.
4. **Frame Construction:** Aluminum frames shall be extruded aluminum, minimum 6063-T5 or T6 alloy, thermally broken where required by the Energy Code. Frames shall be factory fabricated and glazed.
5. **Glazing:** Glazing shall be safety glazing where required by FBC Chapter 24 and ANSI Z97.1. Glass thickness and type shall be as required to meet structural, impact, and energy performance criteria.
6. **Energy Performance:** Windows shall comply with the Florida Building Code Energy Conservation, including maximum U-factor, SHGC, and air infiltration requirements.
7. **Water Penetration:** Windows shall be tested in accordance with ASTM E331 and meet or exceed required water penetration resistance per FBC.
8. **Air Infiltration:** Window assemblies shall be tested in accordance with ASTM E283 and shall not exceed allowable air I eakage rates per FBC.
9. **Installation:** Install windows in strict accordance with the manufacturer's approved installation instructions and Florida Product Approval/NOA requirements.
10. **Anchorage:** Anchorage type, size, spacing, and edge distances shall be as indicated on the approved product approval and engineered calculations. Fasteners shall be corrosion-resistant.
11. **Existing Conditions Verification:** Installer shall verify rough opening dimensions, substrate conditions, and structural support prior to fabrication and installation.
12. **Flashing and Sealants:** Provide continuous perimeter flashing, sealants, and waterproofing to maintain a weather-tight assembly.
13. **Finish**: Aluminum finishes shall be factory-applied anodized or fluoropolymer coating meeting AAMA 2604 or 2605, as specified.
14. **Coordination**: Coordinate window installation with adjacent construction, including air barriers, vapor barriers, and exterior cladding systems.
15. **Protection**: Protect installed windows from damage during construction. Replace damaged components with new materials meeting all specified requirements.





TOUCHSTONE ARCHITECTURE

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Architect
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Project Manager | Drawn By
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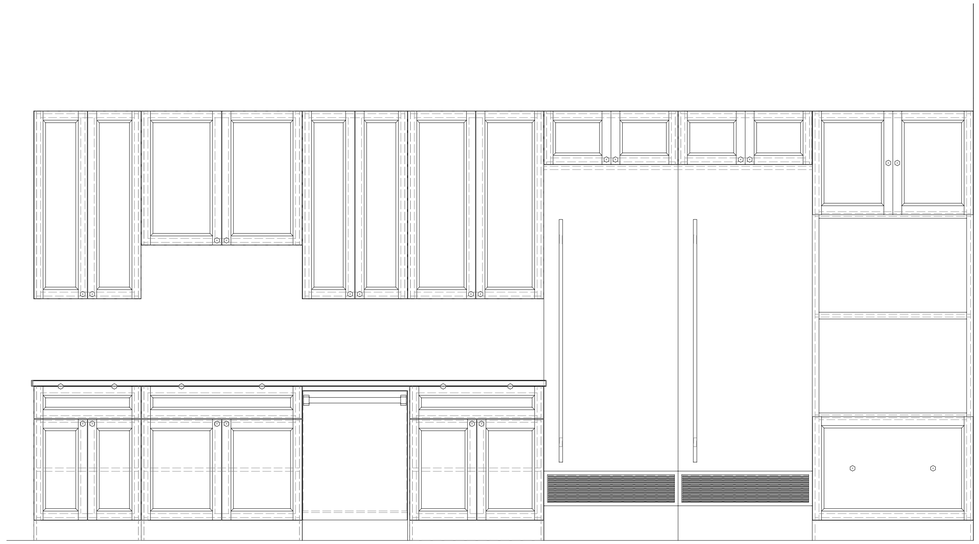
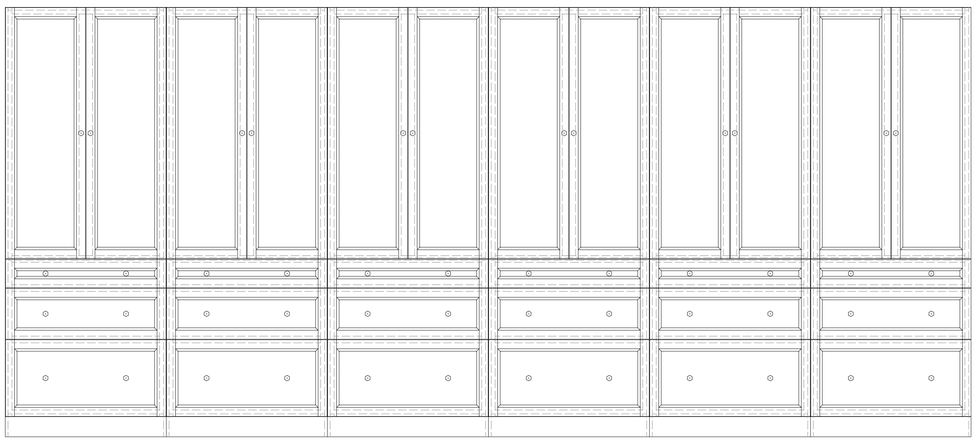
Sheet Title
Door/Window Schedule

Sheet No.
A4.1



2 Cabinet Elevation
Scale: 3/4" = 1'-0"

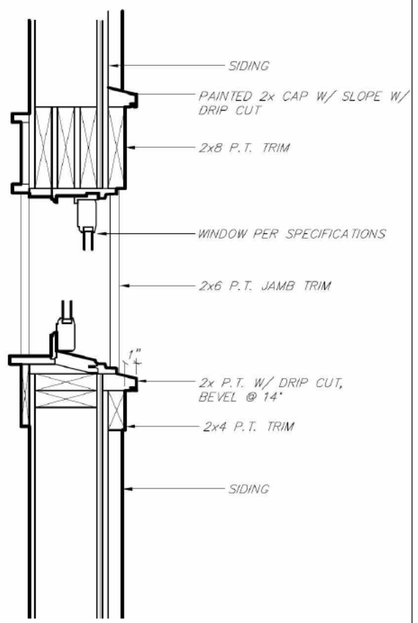


3 Cabinet Elevation
Scale: 3/4" = 1'-0"

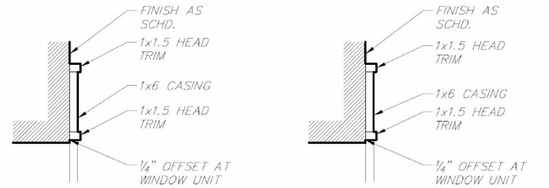
CABINET GENERAL NOTES:

1. CABINET STYLE - SHAKER WHITE WITH FRAMED OVERLAY BOXES
2. ALL WOOD CONSTRUCTION
3. SOFT CLOSE HARDWARE
4. SOLID SURFACE COUNTER TOPS

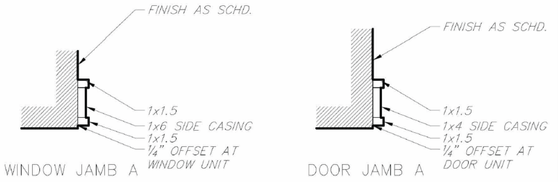
EXT. WINDOW & DOOR TRIM



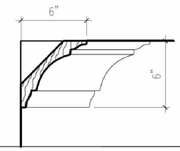
INTERIOR DOOR/WINDOW HEAD TRIM



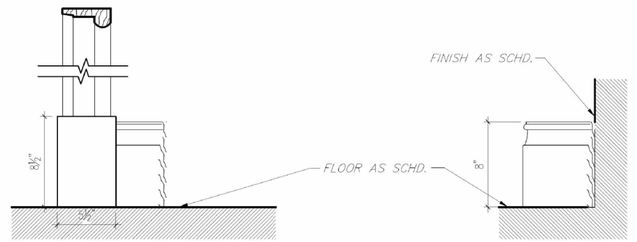
INTERIOR DOOR/WINDOW JAMB TRIM



CROWN LEGEND



INTERIOR WALL BASE LEGEND



FINISHES SCHEDULE

NUMBER	NAME	FLOOR	WALLS	CEILING	BASE	CROWN	NOTES
001	GALLERY	WOOD	PAINT	PRESSED TIN SUSPENDED GRID	8" WOOD	6" WOOD	BASIS OF DESIGN - AMERICAN TIN CEILINGS PATTERNT #2 (2X2 DROP IN PANEL)
002	STORAGE	WOOD	PAINT	SUSPENDED GRID	8" WOOD	6" WOOD	
003	STORAGE	WOOD	PAINT	SUSPENDED GRID	8" WOOD	6" WOOD	
004	ELEC/ MECH	CONC.	PAINT	SUSPENDED GRID	NONE	NONE	
005	OFFICE/ GREEN ROOM	WOOD	PAINT	PRESSED TIN SUSPENDED GRID	8" WOOD	6" WOOD	BASIS OF DESIGN - AMERICAN TIN CEILINGS PATTERNT #2 (2X2 DROP IN PANEL)
006	EVENT SPACE	WOOD	PAINT	PRESSED TIN SUSPENDED GRID	8" WOOD	6" WOOD	BASIS OF DESIGN - AMERICAN TIN CEILINGS PATTERNT #2 (2X2 DROP IN PANEL)
007	CLAY STUDIO	WOOD	PAINT	WATER RESISTENT SUSPENDED GRID	8" WOOD	6" WOOD	
008	STUDENT STORAGE	WOOD	PAINT	WATER RESISTENT SUSPENDED GRID	8" WOOD	6" WOOD	
009	KILN/ WORK ROOM	EPOXY	PAINT	WATER RESISTENT SUSPENDED GRID	6" VINYL	NONE	SPECKLED EPOXY FINISH ON CONCRETE
010	EVENT STORAGE	EPOXY	PAINT	WATER RESISTENT SUSPENDED GRID	6" VINYL	NONE	SPECKLED EPOXY FINISH ON CONCRETE
011	PANTRY	EPOXY	PAINT	WATER RESISTENT SUSPENDED GRID	6" VINYL	NONE	SPECKLED EPOXY FINISH ON CONCRETE
012	KITCHEN	EPOXY	PAINT	WATER RESISTENT SUSPENDED GRID	6" VINYL	NONE	SPECKLED EPOXY FINISH ON CONCRETE
013	MEN	TILE	PAINT/ TILE	WATER RESISTENT SUSPENDED GRID	TILE	NONE	PRIVIDE 5' HIGH SUBWAY TILE HOP-UP / WATER RESISTENT PAINT FINSH
014	WOMEN	TILE	PAINT/ TILE	WATER RESISTENT SUSPENDED GRID	TILE	NONE	PRIVIDE 5' HIGH SUBWAY TILE HOP-UP / WATER RESISTENT PAINT FINSH
015	HALLWAY	EPOXY	PAINT	PRESSED TIN SUSPENDED GRID	8" WOOD	6" WOOD	BASIS OF DESIGN - AMERICAN TIN CEILINGS PATTERNT #2 (2X2 DROP IN PANEL)
016	STAGE	CONC.	PAINT ON STUCCO	N/A	NONE	NONE	BRUSH FINISH CONCRETE FLOOR

TOUCHSTONE ARCHITECTURE

CRESCENT DRIVE RENOVATION

27 Cresent Drive
Defuniak Springs, Florida 32433

Project Title

Architect
TOUCHSTONE ARCHITECTURE
482 W. Harborview Rd.
Santa Rosa Beach, FL

Consultant

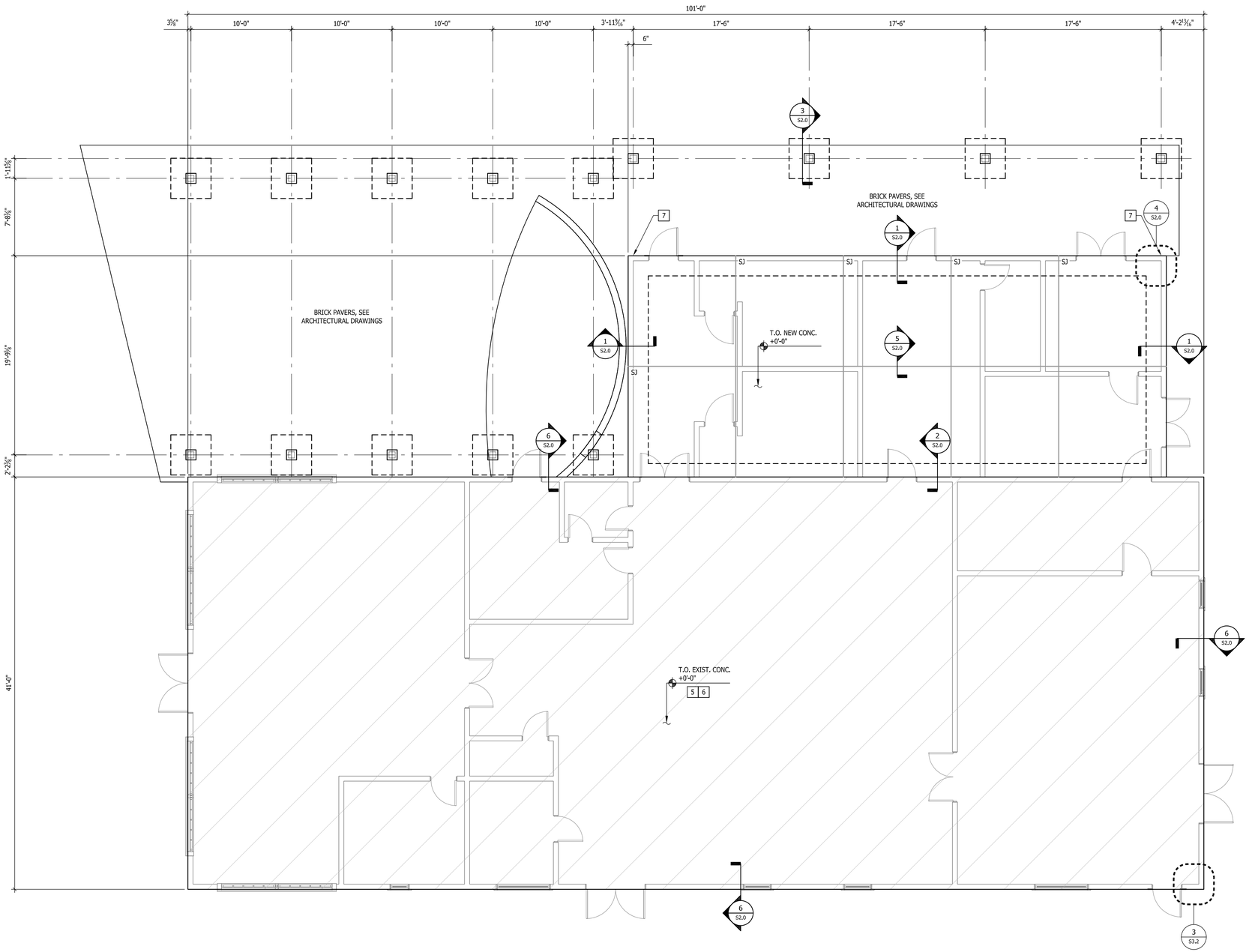
REV.	DATE	DESCRIPTION

NO.	DATE	ISSUE NOTE

Project Manager | Drawn By
Date: 20 August 2025 | Reviewed By
Project ID: 25102

Sheet Title: Details

Sheet No.: A5.1



FOUNDATION / SLAB ON GRADE PLAN

SCALE: 3/16"=1'-0"

FOUNDATION & SLAB PLAN NOTES

1. DEMOLISH EXISTING ROOF WOOD FRAMING ABOVE THE EXISTING WOOD DOUBLE PLATE.
2. SEE DETAIL 4/S2.0 FOR TYPICAL FOUNDATION CORNERS AND INTERSECTIONS.
3. SEE DETAIL 3/S3.1 FOR TYPICAL CORNERS AND INTERSECTIONS FOR WOOD FRAMING.
4. SEE DETAIL 4/S3.1 FOR HEADER AND JAMB INFORMATION FOR DOORS, WINDOWS AND GARAGE DOOR OPENINGS.
5. CONTRACTOR TO MATCH EXISTING FLOOR ELEVATION FOR +0-0" ELEVATION.
6. CONTRACTOR TO PROBE AROUND THE EXTERIOR OF THE EXISTING CONCRETE SLAB ON GRADE TO DETERMINE THE BEARING DEPTH AND SIZE OF THE EXISTING FOUNDATIONS. PROVIDE THESE DIMENSIONS TO THE ARCHITECT AND ENGINEER.
7. SEE DETAIL 8/S3.1 FOR STUD PACK TO SUPPORT BEAM ABOVE.

TOUCHSTONE ARCHITECTURE

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27 Crescent Drive
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Consultant

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REV.	DATE	DESCRIPTION

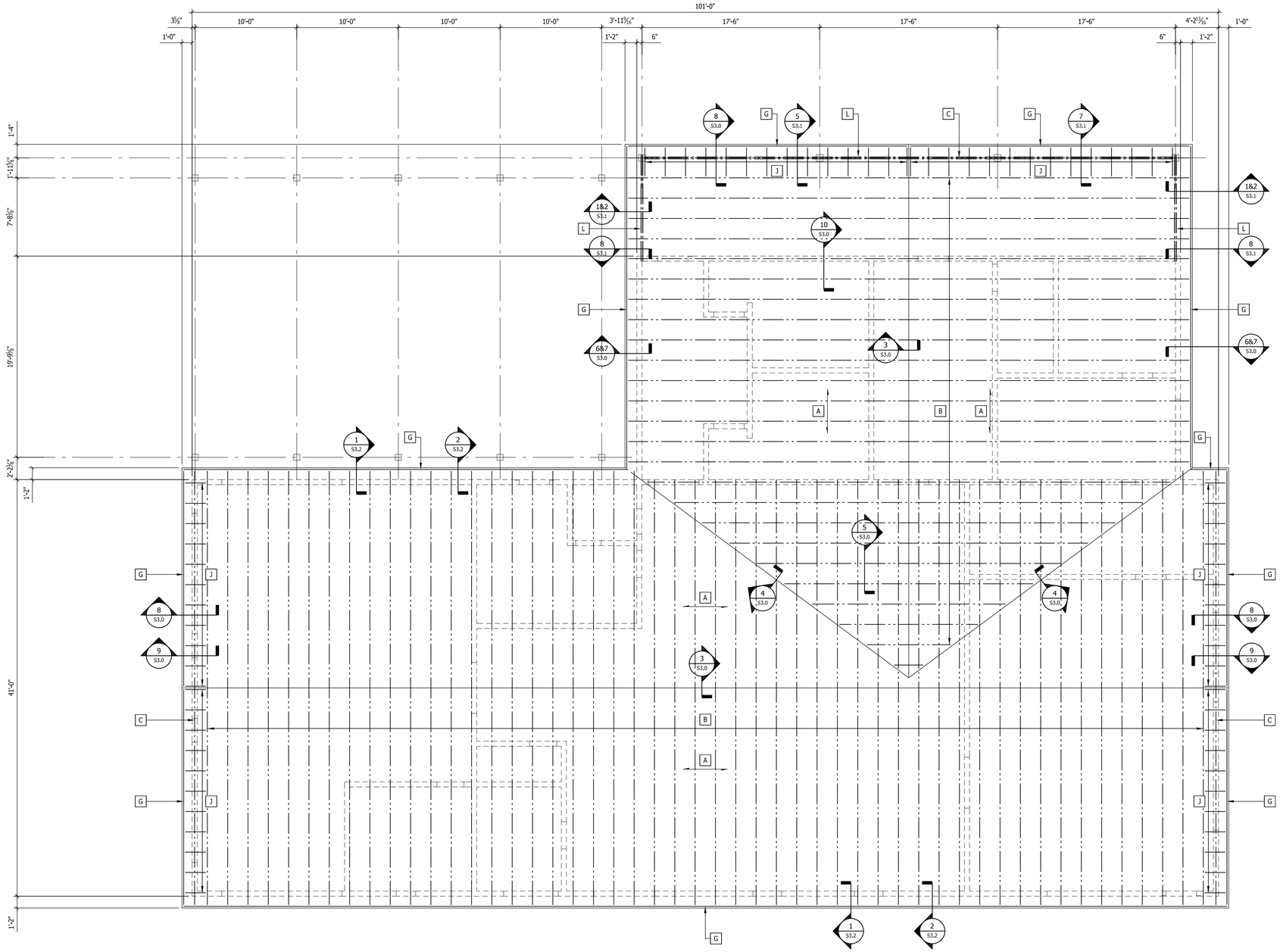
NO.	DATE	ISSUE NOTE

Project Manager	Drawn By
CDH	CDH
Date	Reviewed By
March 2025	CDH

Project ID: 123456789

Sheet Title: Foundation / Slab on Grade Plan

Sheet No.: S1.0



ROOF PLAN

SCALE: 3/16"=1'-0"

ROOF FRAMING PLAN NOTES

- A ROOFING (SEE ARCH. DRAWINGS) OVER ⅝" PLYWOOD ROOF DECK OVER PRE-ENGINEERED WOOD TRUSSES (BY SPECIALTY ENGINEER). SEE STRUCTURAL NOTES FOR FASTENING REQUIREMENTS AND DETAIL 1/S3.0.
- B PRE-ENGINEERED WOOD TRUSSES AT 2'-0"o.c. BY SPECIALTY ENGINEER.
- C GABLE WALL WOOD TRUSS BY TRUSS SUPPLIER'S SPECIALTY ENGINEER. SPECIALTY ENGINEER TO DESIGN THE BRACING FOR THE GABLE WALL WOOD TRUSS.
- D PRE-ENGINEERED WOOD TRUSS SUPPLIER'S SPECIALTY ENGINEER TO PROVIDE WOOD FRAMING AT ALL ROOF VALLEYS, PEAKS OR RIDGES FOR PLYWOOD DECK ATTACHMENT. SEE DETAILS 3 AND 4 ON S3.0.
- E ALL CONNECTIONS FOR THE PRE-ENGINEERED WOOD TRUSSES AND GIRDER TRUSS TO EACH OTHER ARE BY TRUSS SUPPLIER'S SPECIALTY ENGINEER.SPECIALTY ENGINEER TO PROVIDE SIMPSON STRONG TIE CONNECTIONS TO WOOD BEAM.
- F PRE-ENGINEERED WOOD TRUSS BRACING AND BRIDGING IS TO BE DESIGNED BY THE TRUSS SUPPLIER'S SPECIALTY ENGINEER. SEE STRUCTURAL NOTES AND DETAIL 2/S3.0. PROVIDE TRUSS BRACING AT THE TOP OF THE WOOD SHEAR WALLS.
- G 2x FASCIA BOARD, SEE ARCHITECTURAL DRAWINGS.
- H SEE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR MECHANICAL EQUIPMENT LOADING, SIZES AND LOCATIONS ON THE ROOF OR IN THE ATTIC SPACE.
- J 2x WOOD OUTLOOKERS BY TRUSS SUPPLIER'S SPECIALTY ENGINEER.
- K SEE DETAIL 6/S301 FOR DOOR AND WINDOWS HEADERS AND JAMBS.
- L (3) 2x12 PT WOOD BEAM WITH 2x6 PT TOP AND BOTTOM PLATES. SEE DETAILS 1 AND 2 ON S303.

TOUCHSTONE ARCHITECTURE

CRESCENT DRIVE RENOVATION

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Architect

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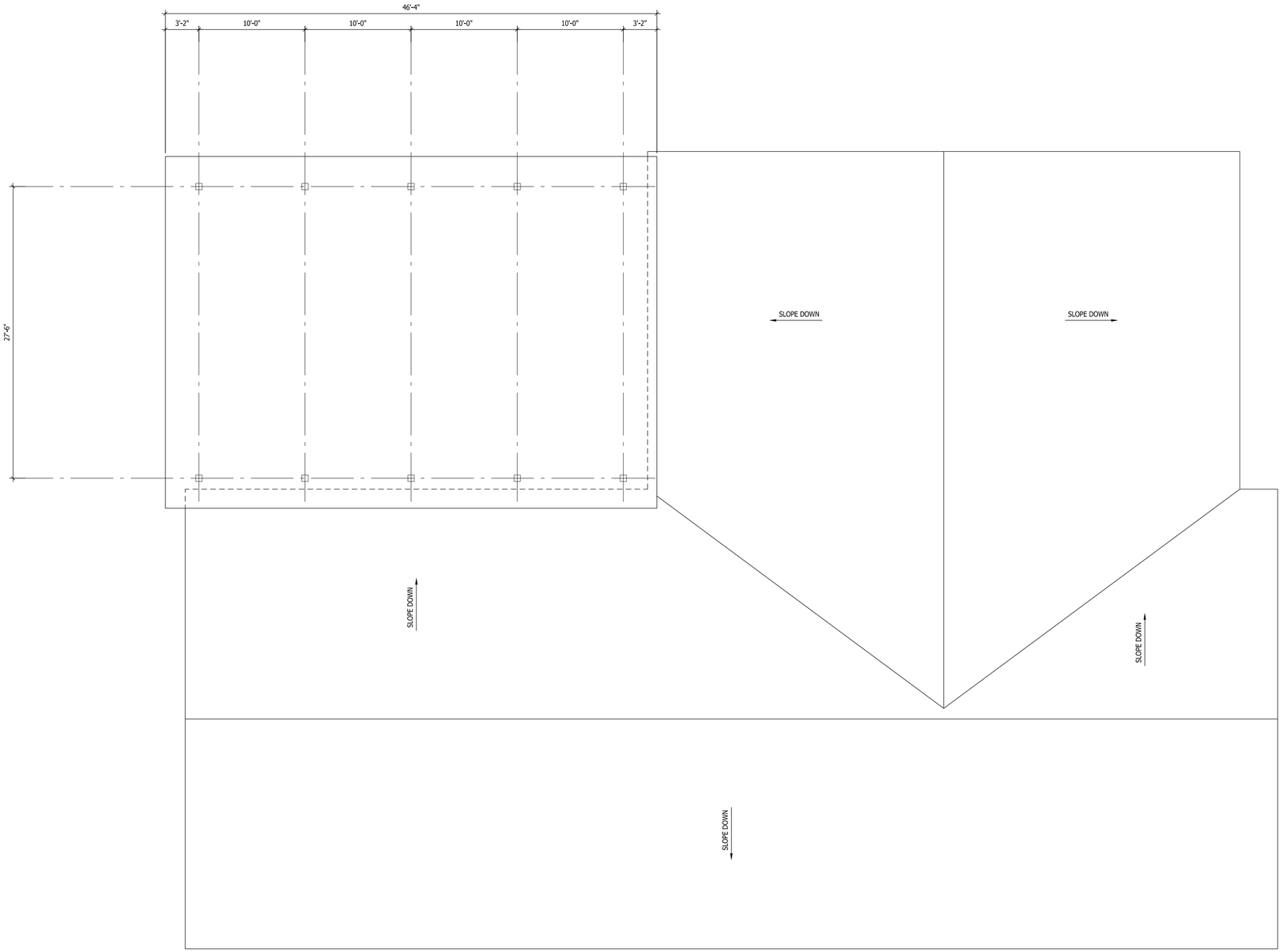
Project Manager: CDH	Drawn By: CDH
Date: March 2025	Reviewed By: CDH
Project ID: 123456789	

Sheet Title

Roof Plan

Sheet No.

S1.1



ROOF PLAN

SCALE: 3/16"=1'-0"

TOUCHSTONE ARCHITECTURE

CRESCENT DRIVE RENOVATION

27 Crescent Drive
Defuniak Springs, Florida 32433

Project Title

To the best of my knowledge, the Plans & Specifications comply with applicable sections Building Codes. The Documents have been electronically Signed & Sealed by Carson D. Hicks using a Digital Signature. Printed Copies of the Documents are not Considered Signed & Sealed and the Signatures must be Verified on any Electronic copies.

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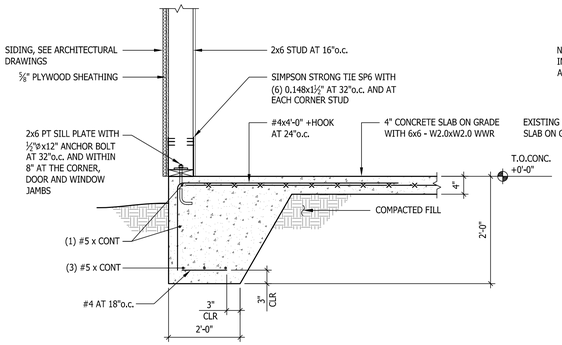
NO.	DATE	ISSUE NOTE

Project Manager	Drawn By
CDH	CDH
Date	**Reviewed By**
March 2025	CDH

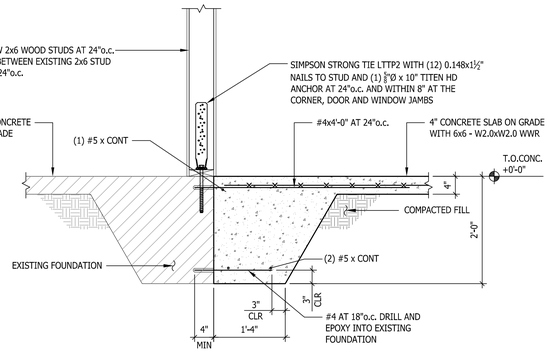
Project ID
123456789

Sheet Title
Pavilion Roof Plan

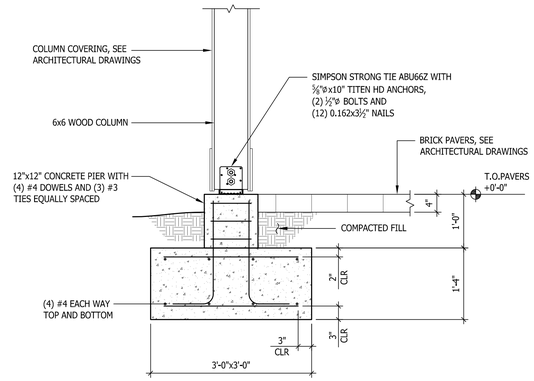
Sheet No.
S1.2



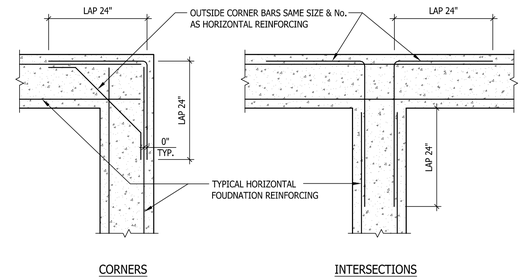
1 CONCRETE FOUNDATION DETAIL
AT EXTERIOR WALL



2 CONCRETE FOUNDATION DETAIL
AT EXISTING



3 CONCRETE FOUNDATION DETAIL
AT PORCH COLUMNS



4 TYPICAL HORIZONTAL REINFORCING
CONCRETE FOUNDATION CORNERS AND INTERSECTIONS

* PROVIDE SEALANT WHERE REQUIRED BY ARCHITECT SAWCUT AS SOON AS POSSIBLE AFTER CONCRETE HARDENS. SAW CUTTING MUST BE COMPLETE WITHIN 8 HRS. AFTER POURING.

5 SLAB CONTROL JOINTS
SLAB ON GRADE

6 NEW STUD AND ANCHOR AT EXISITNG
AT EXISTING CONCRETE FOUNDATION

DRAWING SCALE: ¾" = 1'-0"

TOUCHSTONE ARCHITECTURE

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CRESCENT DRIVE RENOVATION
27 Crescent Drive
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Project Title

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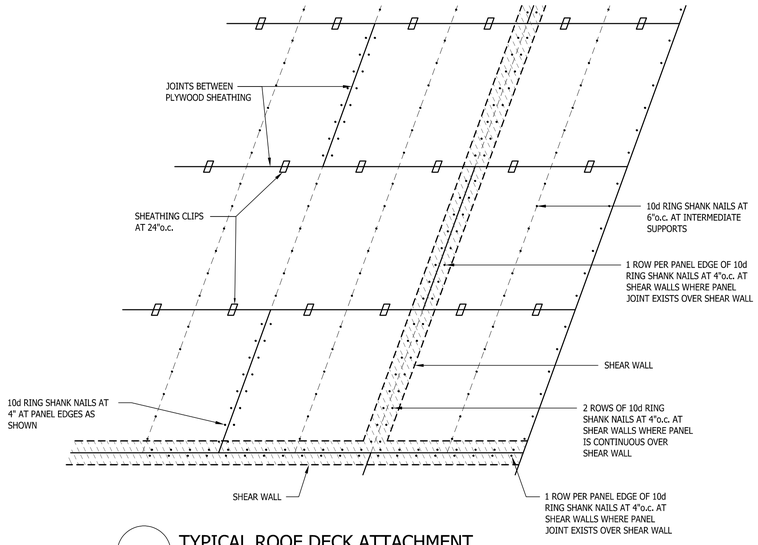
Project Manager	Drawn By
CDH	CDH
Date	Reviewed By
March 2025	CDH

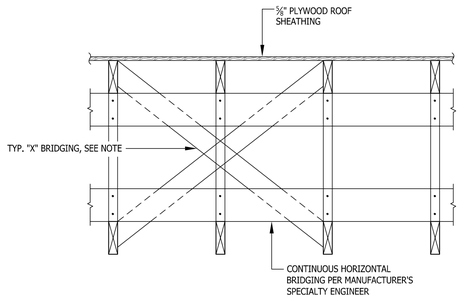
Project ID
123456789

Sheet Title
Concrete Details

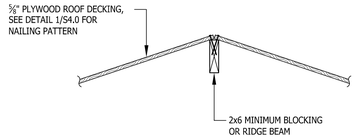
Sheet No.
S2.0



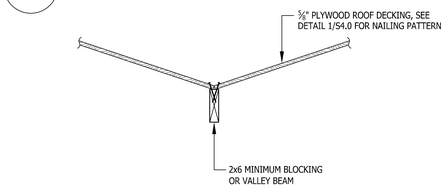
1 TYPICAL ROOF DECK ATTACHMENT
UNBLOCKED DIAPHRAGM



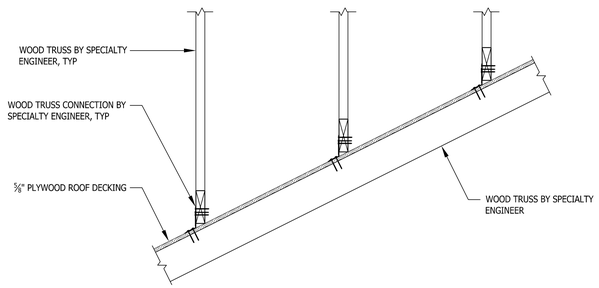
2 TYPICAL TRUSS BRIDGING DETAIL



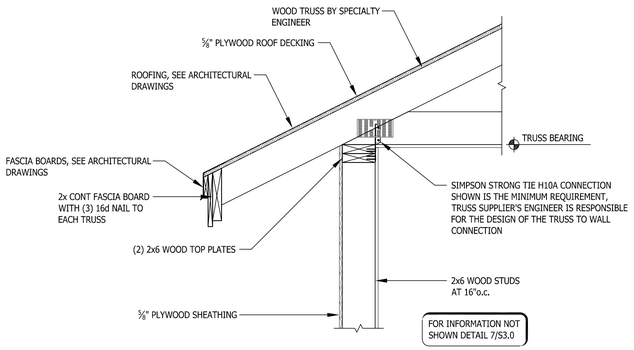
3 TYPICAL RIDGE DETAIL
AT ROOF



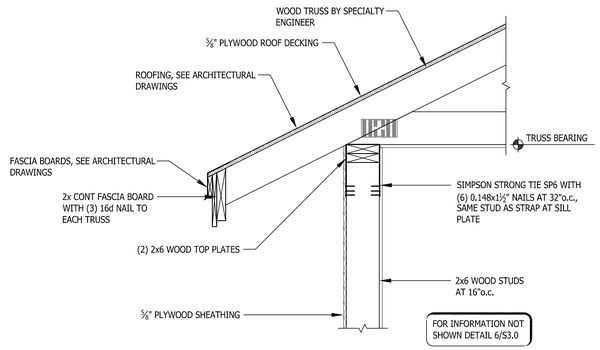
4 TYPICAL VALLEY DETAIL
AT ROOF



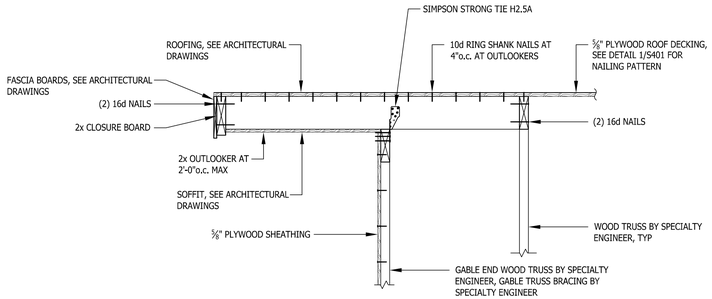
5 TYPICAL VALLEY TRUSS CONNECTION
AT ROOF



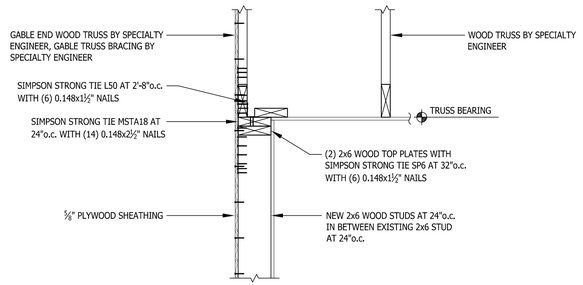
6 TYPICAL TRUSS TO WALL
AT EXTERIOR WALLS



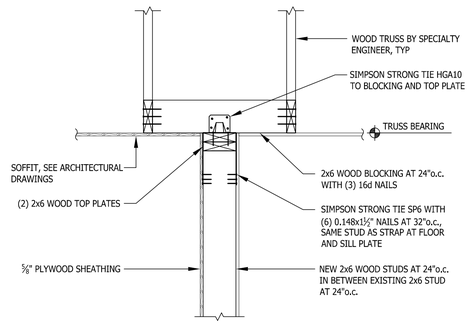
7 TYPICAL TRUSS TO WALL
AT EXTERIOR WALLS



8 TYPICAL OUTLOOKER DETAIL
AT ROOF GABLES



9 TYPICAL TRUSS TO WOOD FRAMING
AT ROOF GABLES



10 TYPICAL TRUSS CONNECTION TO WALL
BRACING AT EXTERIOR WALL

DRAWING SCALE: 1" = 1'-0"

TOUCHSTONE ARCHITECTURE

CRESCENT DRIVE RENOVATION

27 Crescent Drive
Defuniak Springs, Florida 32433

Project Title

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Architect
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REV.	DATE	DESCRIPTION

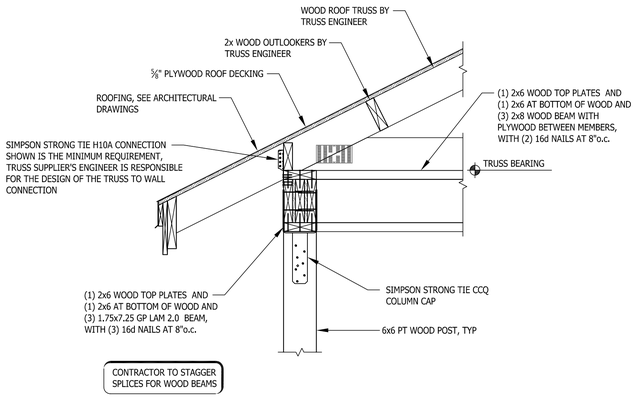
NO.	DATE	ISSUE NOTE

Project Manager	Drawn By
CDH	CDH
Date	Reviewed By
March 2025	CDH

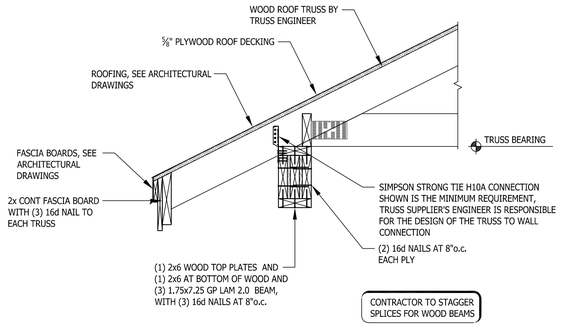
Project ID
123456789

Sheet Title
Wood Details

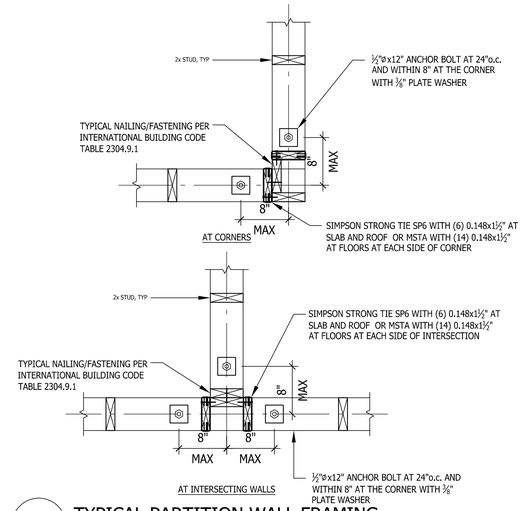
Sheet No.
S3.0



1 TYPICAL CONNECTION AT COLUMN
AT FRONT PORCH



2 TYPICAL CONNECTION AT BEAM
AT FRONT PORCH

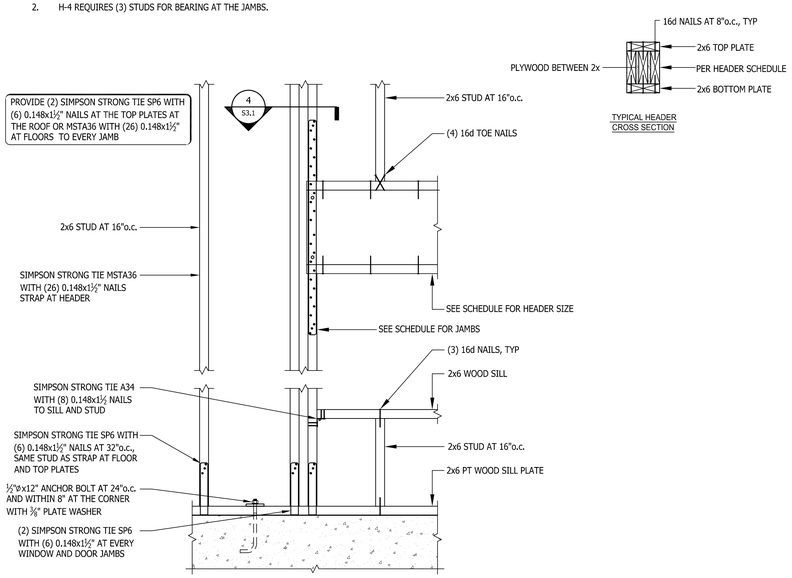


3 TYPICAL PARTITION WALL FRAMING

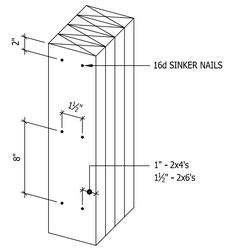
HEADER SCHEDULE				
HEADER	HEADER MEMBERS	JAMB MEMBERS	OPENINGS SIZE	NOTES
H-1	(3) 2x8	(3) 2x6	OPENINGS < 4'-0" WIDE	INTERIOR LOAD BEARING HEADERS, SEE HEADER CROSS SECTION DETAIL
H-2	(2) 2x6	(2) 2x4	OPENINGS < 6'-0" WIDE	INTERIOR NON-LOAD BEARING HEADERS, SEE HEADER CROSS SECTION DETAIL
H-3	(3) 2x8	(3) 2x6	OPENINGS < 6'-0" WIDE	EXTERIOR HEADERS, SEE HEADER CROSS SECTION DETAIL
H-4	(3) 1¾"x11½" LVL	(5) 2x6	GARAGE DOOR OPENINGS	GARAGE DOOR HEADER, SEE HEADER CROSS SECTION DETAIL

HEADER NOTES:

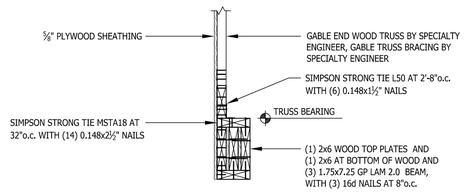
1. H-3 REQUIRES (2) STUDS FOR BEARING AT THE JAMBS.
2. H-4 REQUIRES (3) STUDS FOR BEARING AT THE JAMBS.



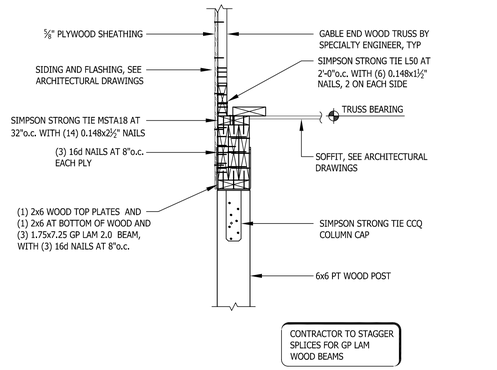
6 TYPICAL OPENING DETAIL
DOOR AND WINDOW OPENINGS



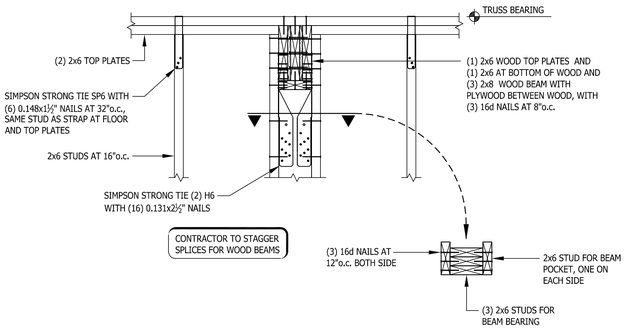
4 BUILT-UP COLUMN FASTENING AT JAMBS
CONNECTION REQ'D PER LAYER OF BUILD-UP



7 TYPICAL TRUSS TO WOOD FRAMING
AT ROOF GABLES



5 WOOD BEAM TO COLUMN CONNECTION



8 TYPICAL BEAM POCKET DETAIL
AT FRONT PORCH

DRAWING SCALE: 1" = 1'-0"

TOUCHSTONE ARCHITECTURE

CRESCENT DRIVE RENOVATION

27 Crescent Drive
Defuniak Springs, Florida 32433

Project Title

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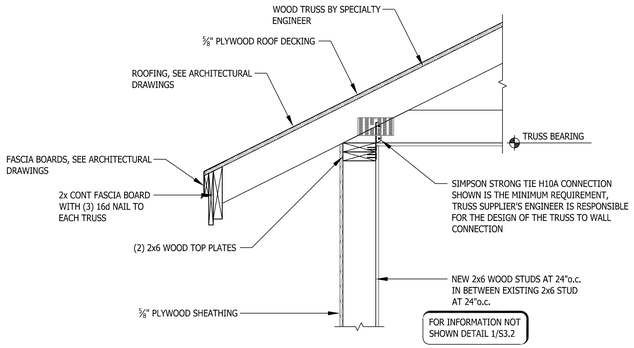
NO.	DATE	ISSUE NOTE

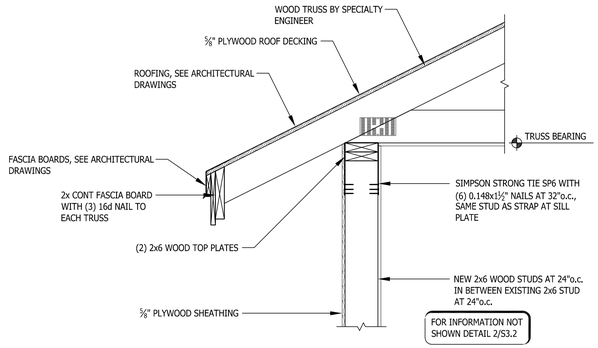
Project Manager	Drawn By
CDH	CDH
Date	Reviewed By
March 2025	CDH
Project ID	
123456789	

Sheet Title
Wood Details

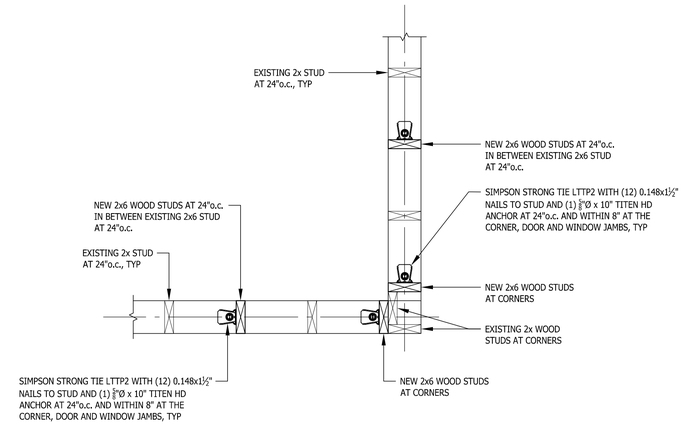
Sheet No.
S3.1



1 TYPICAL TRUSS TO WALL
AT EXTERIOR WALLS



2 TYPICAL TRUSS TO WALL
AT EXTERIOR WALLS



3 TYPICAL WOOD FRAMING AT EXISTING

DRAWING SCALE: 1" = 1'-0"

TOUCHSTONE ARCHITECTURE

CRESCENT DRIVE RENOVATION

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Defuniak Springs, Florida 32433

Project Title

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REV.	DATE	DESCRIPTION

NO.	DATE	ISSUE NOTE

Project Manager	Drawn By
CDH	CDH
Date	Reviewed By
March 2025	CDH

Project ID
123456789

Sheet Title
Wood Details

Sheet No.
S3.2

Income-Based Hazardous Tree Grant Application

DeFuniak Springs Redevelopment Agency · 694 Baldwin Ave., DFS, FL 32435 · (850) 951-3054 · defuniakspringscra.com

Please PRINT or TYPE. **Fill out completely.** If field does not apply, put N/A. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Date Application Submitted	1/21/2026	**Application Number** *(to be completed by CRA)*	260002

APPLICANT'S INFORMATION

Property Owner(s)	William M. Campbell	**Social Security Number(s)**	[redacted]
Mailing Address	160 Lakeview Drive	**Household Size**	1
		Employed	YES ✓ NO
Phone Number	[redacted]		
Email Address			

ADDITIONAL OWNER INFORMATION (if more than one owner)

Additional Owner	None	**Phone Number**	
Additional Owner Address		**Email Address**	

PROPERTY AND PROJECT INFORMATION

Physical Address of Property	Folio Number 1040567 Acct. No. 22-3N-19000-054-0090 160 LAKEVIEW DRIVE .341 Acreage
Parcel Number	
Does this property have a mortgage lien?	YES ☐ X NO — If "Yes", name of lien holder: Balance: $
Have you received any CRA improvement grants in the last thirty-six (36) months?	YES ☐ X NO
If "YES" above, provide details (*date, address of property improved, amounts, etc.*):	

Project Description *(Attach additional sheet if needed)*

Project Budget

Please provide details of all estimated costs for the tree mitigation project. Include ALL expenses so the entire scope of the project can be understood, and an eligibility determination can be made. Only eligible expenses will be reimbursed. *(Attach additional sheets if needed)*

Project/Category Item		Estimated Cost	Eligible Expense? (Y/N) To be filled out by CRA
Hazardous Tree Removal	1	2500	Yes
	2		
	3		
	4		
	5		
	6		
Sub-Total (items 1-6)			
Eligible Expenses TOTAL (to be filled out by CRA)			2500

It is not guaranteed that award funding/reimbursement will increase if final costs exceed initial estimates. Please estimate project costs carefully.

William M Campbell
Print Name

William M Campbell
Signature of Applicant

1-21-26
Date

APPLICATION CHECKLIST

All applicants must submit a completed application including all requirements attached and organized prior to the start of any work to be considered for grant funding. No work can begin before approval has been received.

The following is required with your initial application, before the start of any work:

[ ] Completed and signed application
[✓] Proof that property is homestead exempt
[✓] Proof that household income does not exceed 60% of the Walton County Area Median Income (AMI) as published annually by U.S. Department of HUD
[✓] Four (4) photographs clearly showing existing conditions of the building to be improved
[✓] Project Budget
[✓] Copy of property / liability insurance
[✓] Copy of Arborist's License
[✓] Proof of property ownership
[✓] Proof that all taxes are paid on property
[✓] Proof that no liens exist for which payment on associated debt is delinquent
[✓] Documentation identifying that any loans and mortgages on the property are current and in good standing, or a copy of the title if no mortgage exists
[✓] Two (2) estimates / quotes (CRA staff will assist)
[ ] W9 Forms, Identification

The following is required to be provided upon completion of work:

[ ] Photographs of all completed work
[ ] Copies of all invoices, and proof of payment including but not limited to: verification of all project costs, including contractor invoicing, lien releases, and evidence of payment of all expenses, including any match (copies of checks, credit card receipts, etc.)
[ ] Evidence that work was performed by licensed and insured contractors, where required
[ ] Evidence that utilities are up to date
[ ] No Code Enforcement fines and/or liens for which payment on associated debt is delinquent
[ ] All Regulatory Requirements have been met (building inspections, approvals and final completions, etc.)

Estimated Cost of Project	2500	Grant Amount Requested	$ 2500

William M Campbell — *Print Name*

William M Campbell — *Signature of Applicant*

1-21-26 — *Date*

HOUSEHOLD:

	FULL NAME	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY #
1	William M Campbell	Applicant	[redacted]	
2				
3				
4				

***For more than 4 household members please provide a letter indicating full name, relationship to applicant, date of birth and social security number for all other household members.**

APPLICANT
ACKNOWLEDGEMENT FORM

By requesting financial assistance, ***I understand and agree*** with the following conditions:

Filing an application does not guarantee funding, and approval of grant funds does not guarantee issuance until all requirements have been fulfilled.

Applicant understands the Income-Based Hazardous Tree Grant Program is income-based, thereby requiring proof of income. Household income shall not exceed 60% of the Walton County Area Median Income, as published annually by the United States Department of HUD.

All improvements must follow plans as approved by the CRA Income-Based Hazardous Tree Grant Program.

Any properties owned by the applicant and sought to be improved with the grant hereby applied for may not be involved in court action with the City of DeFuniak Springs. If applicable, the applicant must verify code enforcement actions currently active against the building or the business and that the work undertaken in conjunction with the improvement project will incorporate mitigation of code violations.

All improvements must comply with all applicable Walton County building code requirements, local ordinances, permit requirements, and established design and historic preservation standards for the designated area.

Eligible activities include hazardous tree mitigation to eligible homesteaded parcels within the DeFuniak Springs CRA Redevelopment Area. These activities may include removal or trimming of trees that have been deemed hazardous by CRA staff through consultation with a certified tree arborist. The tree or limb must present a danger to the homeowner's or neighbor's primary residence and/or show obvious signs of rot or damage. The DeFuniak Springs CRA will provide a licensed and insured arborist to conduct tree mitigation in accordance with city procurement policies.

No improvements should be made prior to the issuance of an Approval in writing, and no grants will be awarded retroactively. Any changes made to the project that have not been approved will not be eligible for funding and may disqualify the entire project for reimbursement. Grant funds cannot reimburse past projects.

Following issuance of the Income-Based Hazardous Tree Grant award, the applicant shall have ninety (90) calendar days to complete the approved project. Where substantial project completion has not begun within ninety calendar days, or where substantial progress has not been made during any ninety-day period following commencement of project, the approved grant application shall be reevaluated by the appropriate bodies. One extension of 60 calendar days may be granted by the CRA Director on request of the applicant, if the request is made at least 30 days prior to expiration and where conditions or codes have not changed, to affect the public health, safety and welfare of the citizens of the city. Extensions granted will begin on the last day of the original application expiration date. All requests must be in writing and must be received before any consideration is given.

Final payment will be made only after the work has been completed and a final inspection has been made by CRA and/or City Staff to determine that the work has been satisfactorily and entirely completed according to approved plans and specifications and building requirements.

All work shall be performed by a Florida licensed and insured arborist. Work/labor performed by the property owner, relative or tenant, even if a licensed contractor, will not be reimbursed for work done on an owner's own property.

All improvements/changes that have been approved should be maintained for at least three (3) years. To the fullest extent of the law, the applicant shall indemnify and hold harmless DeFuniak Springs from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, of any kind or nature arising or growing out or in any way connected with the performance of the improvement. The program is a one-time service per property owner.

Applicant's Certification:

I have read and understand this application. I hereby submit this application, together with the attached photos, plans, and additional supporting documentation for the proposed project. I understand that the City of DeFuniak Springs Community Redevelopment Agency, hereinafter referred to as "Agency," must approve the application. I further understand that if I accept the award, I will comply with all the requirements contained therein. No funding will be awarded until a completed application has been approved by the Agency and the required items from the checklists have been submitted to CRA/City satisfaction. At the discretion of the Agency, I agree to place a program sign on my property for the duration of the project. I understand the project must be completed within ninety days of grant approval, or the approval and funding shall expire unless appropriate grant extension approvals are secured. I understand that this income-based grant program is a one-time service per property owner.

William M. Campbell
Print Name

William M. Campbell
Signature of Applicant

1-21-26
Date

PLEASE READ - GENERAL INFORMATION FOR APPLICANTS ABOUT CRA ELIGIBILITY PARAMETERS, LIMITATIONS and REQUIREMENTS

Eligible Improvements: Eligible projects must be to a homestead exempt parcel , that are visible (street facing) portions of structure or site. The program can fund **up to 100%** of cost incurred per eligible project, upon approval of CRA Director.

Program details:	**Requirements:**
• The tree or limb must present a danger to the homeowner's or neighbor's primary residence and/pr show obvious signs of rot or damage. • CRA staff and/or hired contractor(s) will inspect the tree(s) to determine the extent of mitigation. • Through city procurement policies, the CRA will provide a licensed and insured tree arborist to perform tree removal/trimming services.	• Improvements **MUST** be visible from the district / corridor • Improvements **MUST** be completed within of project approval • Grant funds **CANNOT** reimburse past projects (no retroactive reimbursement allowed) • Applicant or family member **CANNOT** receive financial benefit from this grant • Improvements **MUST** comply with Walton County's building codes, local ordinances, and permit requirements

Program funds cannot be used for the following:

- Services performed by a non-licensed arborist
- Repairs made in response to citations by the City's Code Enforcement Department
- Work/labor performed by the property owner, relative or tenant (materials purchased by the owner may qualify; however, labor performed by the property owner, relative or tenant, even if a licensed contractor, will not be reimbursed for work done on an owner's own property)

Vendor/Quotation Requirements:

- Vendor **MUST** be licensed to work and pull permits in City of DeFuniak Springs and Walton County, where required
- Vendor **CANNOT** start the project until the approval is issued by CRA program office
- Quote **MUST** be on the vendor's letter head and include **ALL** costs associated with the project (cost of permits, use agreements, design, site plans, surveying, engineering, etc.).
- Vendors cannot be a relative of or the applicant of the grant program
- DeFuniak Springs recommends that the vendor provide a certificate of insurance with Workers' Compensation ($100k), Commercial General Liability ($500k), and Business Automobile Liability ($100k)

CRA *Regular Grants* and *Special Consideration Grants* will be based on the building type and size, per the chart below:

Building type and size:	**Regular Grant** (total)
Single-family Homestead Exempt Residential	Up to $5,000

I have read and understand the above CRA ELIGIBILITY PARAMETERS, LIMITATIONS, REQUIREMENTS and AWARD AMOUNTS.

William M Campbell
Print Name

William M Campbell
Signature of Applicant

1-21-26
Date

EMPLOYMENT HISTORY:

1. APPLICANT

CURRENT EMPLOYER: RETIRED

NAME: _____ PHONE: _____

ADDRESS: _____ DATES EMPLOYED: _____

POSITION: _____ SUPERVISOR: _____

PREVIOUS EMPLOYER:

NAME: _____ PHONE: _____

ADDRESS: _____ DATES EMPLOYED: _____

POSITION: _____ SUPERVISOR: _____

2. CO-APPLICANT

CURRENT EMPLOYER:

NAME: _____ PHONE: _____

ADDRESS: _____ DATES EMPLOYED: _____

POSITION: _____ SUPERVISOR: _____

PREVIOUS EMPLOYER:

NAME: _____ PHONE: _____

ADDRESS: _____ DATES EMPLOYED: _____

POSITION: _____ SUPERVISOR: _____

PLEASE PROVIDE EMPLOYMENT INFORMATION AND SUPPORTING DOCUMENTATION FOR ALL OTHER WORKING HOUSEHOLD MEMBERS AGE 18 YEARS OR OLDER, OR A NOTARIZED AFFIDAVIT CONFIRMING UNEMPLOYMENT, AND STATING SOURCE OF FINANCIAL SUPPORT.

SOURCE(S) OF ANNUAL INCOME:

SOURCE	APPLICANT	CO-APPLICANT	OTHER HOUSEHOLD MEMBER	TOTAL
GROSS ANNUAL SALARY*				
OVERTIME, TIPS, BONUSES				
SOCIAL SECURITY INCOME	35,676			
SSI				
RETIREMENT/PENSION/VA				
UNEMPLOYMENT				
WORKERS COMPENSATION				
WELFARE PAYMENTS				
WELFARE PAYMENTS				
BUSINESS NET INCOME				
INTEREST/DIVIDENDS				
OTHER INCOME				

***ANNUAL SALARY PRIOR TO DEDUCTIONS**

PROVIDE SUPPORTING DOCUMENTATION FOR ALL ANNUAL INCOME SOURCES RECEIVED BY THE APPLICANT, CO-APPLICANT, AND/OR HOUSEHOLD MEMBERS, AND/OR A NOTARIZED AFFIDAVIT CONFIRMING LACK OF INCOME, AND EXPLAINING SOURCE OF FINACIAL SUPPORT FOR ALL HOUSEHOLD MEMBERS AGES 18 YEARS OR OLDER.

The information provided above is true and complete to the best of my knowledge and belief. I consent to the disclosure of such information for purposes of income verification related to my application for assistance under DeFuniak Spring's Community Redevelopment Agency Income-Based Hazardous Tree Grant Program. I understand that any willful misstatement of material facts will be grounds for disqualification and may result in legal action against me. I understand the information provided is required to determine assistance eligibility and does not assure qualification for assistance. I agree to provide other documentation as may be required to determine my eligibility for assistance under this program.

Applicant Signature: William M. Crayton **Date:** 1-21-24

Co-Applicant Signature: _____ **Date:** _____

NOTICE TO APPLICANT(S): ACCESS TO FINANCIAL RECORDS

This is a notice to you as required by the Right to Financial Privacy Act of 1978 informing you that the State of Florida and DeFuniak Springs CRA have a right to access to financial records held by any financial institution in connection with the consideration or administration of DeFuniak Spring's Community Redevelopment Agency Income-Based Hazardous Tree Grant Program. Financial records involving your transactions will be available to DeFuniak Springs CRA without further notification, and/or authorization but will not be disclosed or released to another government agency, or department without your consent except as required or permitted by law.

Applicant Signature: William M. Campbell **Date:** 1-6-2026

Co-Applicant Signature: _____ **Date:** _____

DeFuniak Springs CRA certifies that it is in compliance with the applicable provision of the Financial Privacy Act of 1978 as related to this request for access to financial records.

CRA Signature: _____ **Date:** 1-21-2026

Written Name and Title: ROB HAMILTON EXECUTIVE DIRECTOR

DeFuniak Springs Community Redevelopment Agency 694 Baldwin Avenue, Suite 4
DeFuniak Springs, FL 32435
Phone: (850) 951-3054
Email: cradirector@defuniakspringscra.com
Web: defuniakspringscra.com

NOTICE TO APPLICANT(S): FLORIDA PUBLIC RECORDS LAW, F.S. CHAPTER 119

This is a notice to you regarding the State of Florida's Public Records Law, Florida Statutes (F.S.) Chapter 119: Public Records. Under F.S. Chapter 119, the law requires that any records made or received by public agencies in the course of official business must be made available for inspection by the general public, unless specifically exempted by the Florida Legislature, or deemed confidential or exempted under federal law. Please be advised that in the course of the release of public records, DeFuniak Springs may release personal information including home address, email address and phone number, unless specifically exempted under law. You are hereby notified, pursuant to F.S. Chapter 119, that disclosure of your social security number has been collected on this application for identification and financial verification purposes to determine eligibility under this program, and will not be utilized for any other purpose, and/or released to any other agency and/or person(s) except where required under law. Please refer to F.S. Chapter 119.071 for details on Florida Public Records Law general exemptions.

The Community Redevelopment Agency requests that you disclose any exemptions under F.S. Chapter 119.071 which may apply to any person or persons referenced on this application for assistance. Please check a box below:

[ ] The person(s) referenced on this application qualify for the following exemptions under F.S. Chapter 119.071 (please indicate the full name of the person(s) qualifying for exemptions listed):

_____

_____

_____

_____

[ ] The person(s) referenced on this application do not qualify for any exemptions under F.S. Chapter 119.071.

Your signature below confirms your review and understanding of this notification as it relates to the State of Florida's Public Records Law, F.S. Chapter 119, and applicable exemptions:

Applicant Signature: William M. Campbell **Date:** 1-6-2026

Co-Applicant Signature: _____ **Date:** _____

Walton County Property Appraiser

Parcels Combination/Split Application

Combination/Split Form

Parcel Summary

Parcel ID	22-3N-19-19000-054-0090
Location	160 LAKEVIEW DR
Address	DEFUNIAK SPRINGS 32433
Brief Tax Description	(Note: Not to be used on legal documents)
	COM AT INTERSECTION OF CENTER LN OF LAKE VIEW DR & SHOEMAKER RD, E 261.65FT, N 750.45FT TO POB, ALG E ROW OF RD N 20 DEG 05'E 125FT, S 47 DEG 00'56"E 119.23FT TO W ROW OF SHOEMAKER RD ALG ROW S 20 DEG 06'W 125FT N 47 DEG 00'36"W 119.20FT TO POB. OR 1220-268 OR 1631-86 OR 2335-1954 OR 3074-1887
	(Note: Not to be used on legal documents.)
Property Use Code	SINGLE FAMILY (0100)
Sec/Twp/Rng	22-3N-19
Tax District	DEFUNIAK (1)
Millage Rate	13.7977
Acreage	0.341
Homestead	Y

View Map

Owner Information

Primary Owner
CAMPBELL WILLIAM MCARTHUR
160 LAKEVIEW DR
DEFUNIAK SPRINGS, FL 32435

Values

	2025 Certified Values
Building Value	$92,430
Extra Features Value	$5,950
Land Value	$30,000
Land Agricultural Value	$0
Agricultural (Market) Value	$0
Just (Market) Value	**$128,380**
Assessed Value	$81,138
Exempt Value	$50,722
Taxable Value	$30,416
Differential	$47,242

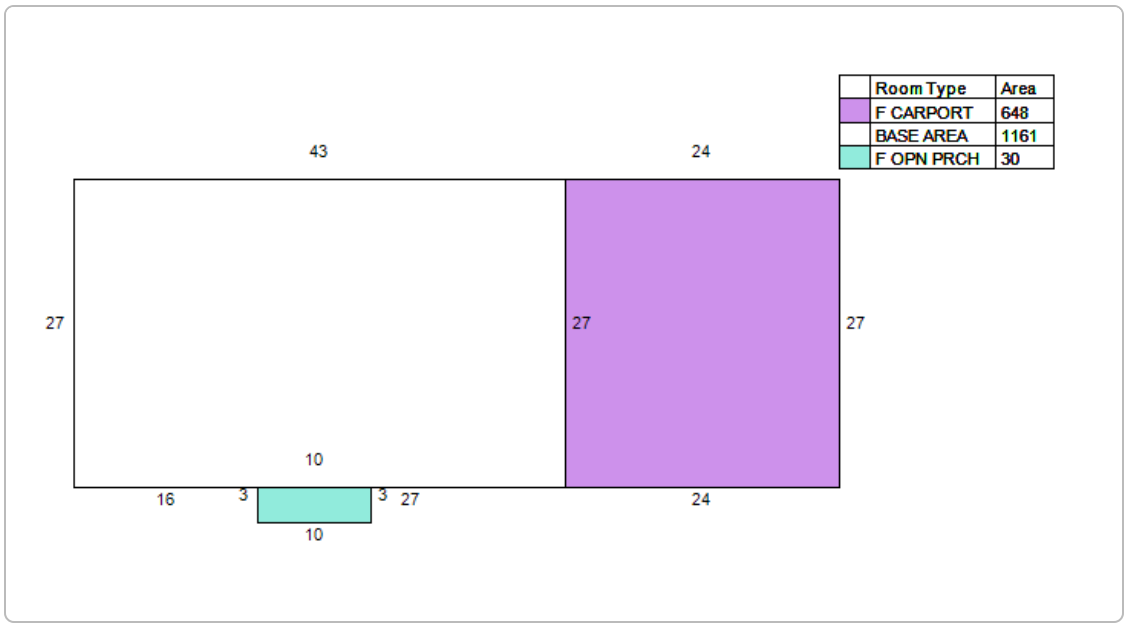
Land Information

Land Use	Number of Units	Unit Type	Acres	Frontage
000100 - SFR	1	LT	0.34	125

Building Information

Type	SINGLE FAMILY	**Heat**	AIR DUCTED
Total Area	1,839	**Air Conditioning**	CENTRAL
Heated Area	1,161	**Bathrooms**	2
Exterior Walls	COMMON BRK	**Bedrooms**	2
Roof Cover	METAL	**Stories**	1
Interior Walls	DRYWALL	**Actual Year Built**	1979
Frame Type			
Floor Cover	CARPET		

Sketches



Extra Features

Code	Description	Length x Width	Units	Unit Type
0580	UTILITY BLDG	0 x 0 x	1	
0490	CONCRETE	0 x 0 x	1	
0490	CONCRETE	0 x 0 x	1	
0840	METAL BLG	0 x 0 x	1	

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
N	9/26/2013	$100	QC	3074/1887	Unqualified	Improved	CAMPBELL WILLIAM MCARTHUR, RESERVING LIFE EST	HOWELL JODI L & CAMPBELL WILLIAM J
N	6/16/2001	$100	WD	2335/1954	Qualified	Improved	CAMPBELL WILLIAM JASON	CAMPBELL WILLIAM MCCARTHUR
N	4/4/1997	$52,500	WD	1631/0086	Qualified	Improved	YOUNG NORMAN H & MARGARET A	CAMPBELL WILLIAM JASON
N	12/16/1994	$51,000	WD	1220/0268	Unqualified	Improved	FOSTER RHONDA R	YOUNG NORMAN & MARGARET
N	5/1/1979	$3,000		0168/0536	Qualified	Vacant		

Map



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

No data available for the following modules: Permits, Photos.

The Walton County Property Appraiser and staff are constantly working to provide and publish the most current and accurate information possible. No warranties expressed or implied are provided for the data herein, its use or its interpretation. The assessed values provided by the Walton County Property Appraiser's Office are not certified values and are subject to change as we prepare the final tax roll.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 1/9/2026, 1:40:29 AM

Contact Us

Developed by
SCHNEIDER GEOSPATIAL

Social Security Administration
Retirement, Survivors and Disability Insurance
Important Information

Southeastern Program Service Center
1200 Rev. Abraham Woods, Jr. Blvd.
Birmingham, AL 35285-0001
Date: December 18, 2025
BNC#: 25T2110E41233-A

0166624 00191520 1 AV 0.593 1211M1T2R3PN T542 P22

WILLIAM M CAMPBELL
160 LAKEVIEW DRIVE
DEFUNIAK SPRINGS FL 32433-4056

01019CKJ2086342 0166624 00000000000

We are writing to you about your Social Security benefits.

What You Should Know

We will no longer deduct money for your Medicare prescription drug plan costs from your monthly benefits.

What We Will Pay And When

We pay Social Security benefits for a given month in the next month. For example, Social Security benefits for March are paid in April.

- You will receive $2,973.00 for December 2025 around January 21, 2026.
- After that you will receive $2,973.00 on or about the third Wednesday of each month.

Information About Your Medicare Prescription Drug Plan Costs

If you have any questions about your Medicare prescription drug plan costs, please contact your Medicare prescription drug plan.

If You Disagree With The Decision

If you do not agree with this decision, you have the right to appeal. We will review your case and look at any new facts you have. A person who did not make the first decision will decide your case. We will review the parts of the decision that you think are wrong and correct any mistakes. We may also review the parts of our decision that you think are right. We will make a decision that may or may not be in your favor.

- You have 60 days to ask for an appeal in writing.
- The 60 days start the day after you receive this letter. We assume you got this letter 5 days after the date on it unless you show us that you did not get it within the 5-day period.

C

See Next Page

THIRD-PARTY ASSET VERIFICATION FORM

Checking, Savings, Certificate of Deposit, and Money Market Accounts

Name of Financial Organization: Truist Bank

Address: 878 US hwy 90 DeFuniak Springs FL 32433

PLEASE RETURN FORM TO:
DeFuniak Springs Community Redevelopment Agency
694 Baldwin Avenue, Suite 4
DeFuniak Springs, FL 32435
Phone: 850-951-3054
Email: cradirector@defuniakspringscra.com

SUBJECT: **Verification of Information Supplied by an Applicant for the DeFuniak Springs CRA Income-Based Hazardous Tree Grant Program**

NAME: William M Campbell

ADDRESS: 160 Lakeview Dr DFS 32433

This person has applied for assistance under a program of the DeFuniak Springs CRA. The CRA requires the housing owner to verify all information that is used in determining this person's eligibility or level of benefits.

We ask your cooperation in providing the following information and returning it to the person listed at the top of the page. Your prompt return of this information will help to ensure timely processing of the application for assistance. The applicant/tenant has consented to this release of information as shown below.

Area to be completed by Financial Organization
(Please answer all questions. Answer N/A if the question does not apply.)

Checking Account

Account [redacted] Average Balance for previous Six (6) Months: $ 86,703.94 Interest Rate: .05% Date Account Opened: 6-21-07 Date Account Closed: _____

Account [redacted] Average Balance for previous Six (6) Months: $ 8188.37 Interest Rate: 0% Date Account Opened: 6-18-02 Date Account Closed: _____

Savings Account

Account #_____ Current Balance: $_____ Interest Rate: _____ Date Account Opened:_____ Date Account Closed: _____

Account #_____ Current Balance: $_____ Interest Rate: _____ Date Account Opened:_____ Date Account Closed: _____

Certificates of Deposit

Account # _____ Current Value _____ Rate of Interest:_____ Cash Value* _____

**Cash value is the current value minus penalties for early withdrawal or cost to convert to cash (broker fees, etc.)*

Account # _____ Current Value _____ Rate of Interest:_____ Cash Value* _____

**Cash value is the current value minus penalties for early withdrawal or cost to convert to cash (broker fees, etc.)*

Account # _____ Current Value _____ Rate of Interest:_____ Cash Value* _____

**Cash value is the current value minus penalties for early withdrawal or cost to convert to cash (broker fees, etc.)*

Money Market

Account # _____ Current Value _____ Rate of Interest:_____ Cash Value* _____

**Cash value is the current value minus penalties for early withdrawal or cost to convert to cash (broker fees, etc.)*

Cherish Gillman Personal Banker Truist Bank [signature] 1-6-25

Name and Title of Person Supplying the Information | Firm/Organization Name | Signature | Date

---

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances that would required the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent.

William M. Campbell 1-6-2026

Signature | Date

Please return the form to the address listed above. Thank You











Anderson Tree And Lawn Care LLC.
221 Smith Rd
Defuniak Springs, FL 32433 US
andersontreeandlawn@gmail.com

Estimate

ADDRESS
McAuthor Campbell
160 Lakeview Drive
Defuniak Springs
Florida ,32433

ESTIMATE # 1367
DATE 01/09/2026

ACTIVITY	QTY	RATE	AMOUNT
Tree removal Removal of large Dead Oak Tree Hauling off of all debris. No stump grinding	1	2,500.00	2,500.00

STATE LICENCE #(L15000132747)
WALTON COUNTY LICENCE # (16953.1)

TOTAL **$2,500.00**

Accepted By

Accepted Date

Backridge Tree Service, Inc
14 Robinwood Dr SW
Fort Walton Beach, FL 32548

Proposal #19091
Created: 01/06/2026
From: Rob Calley BCMA

Proposal For

Rob Hamilton
694 Baldwin Ave
Defuniak Springs, FL 32435

main: 448-201-2821
mobile: 850-951-3054
cradirector@defuniaksprings.net

Location

160 Lakeview Dr
Defuniak Springs, FL 32433

160 Lakeview Dr 32433

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Tree Services:Tree Removals	1	$ 5,860.00	$ 5,860.00

Remove one high risk laurel oak growing off south end of metal building south side of property. Cut stump low.

Specific Defects:
- Biscogniauxia present on dominant west leader.
- Codominant stems with bark inclusion.
- Decay visible on trunk.

Targets of Consequence:
- House, metel building, people in the house and metal building, and vehicles.

Remove all debris from the property and perform a detailed clean up by a trained and uniformed crew.

All work will be performed by an ISA Certified Arborist and will be performed in accordance with the ANSI Z133.1 safety requirements for the tree care industry.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

TOTAL	$ 5,860.00

Signature

x Date:

Please sign here to accept the terms and conditions

Backridge Tree Service, Inc
14 Robinwood Dr SW
Fort Walton Beach, FL 32548

Proposal #19091
Created: 01/06/2026
From: Rob Calley BCMA

Assigned To

Production Crew 1
stevenbrown1600@yahoo.com

Sales Reps

Rob Calley BCMA
myarborist@backridgetreeservice.com

Photos

Tree Services:Tree Removals



Florida Farm Bureau® Casualty Insurance Company
PO Box 147030
Gainesville, FL 32614-7030
www.ffbic.com

Real Service. Real People.®



Aaron M Jenkins Ins Services
501 US Highway 90 W
Defuniak Springs, FL 32433
850-269-6889
Aaron.Jenkins@Ffbic.Com
31066

HOMEOWNERS INSURANCE POLICY RENEWAL DECLARATIONS AND NOTICE OF RENEWAL PREMIUM

Florida Farm Bureau® Casualty Insurance Company

NAMED INSURED AND ADDRESS

WILLIAM M CAMPBELL
160 LAKEVIEW DR
DEFUNIAK SPRINGS, FL 32433-4056

County Farm Bureau® Member Number:	000904038
Billing Account Number:	09173629689800
Policy Number:	090300035246
Policy Effective Date:	06/23/2025
Policy Expiration Date at 12:01 a.m.:	06/23/2026
Processed:	05/04/2025 06:47:43 PM

Dear Policyholder:

We appreciate the opportunity to provide you with our insurance services. Please find enclosed your Homeowners Insurance Policy Declarations. Please review your Declarations carefully. If you have any questions about your policy or if you need other insurance coverages, your local Farm Bureau insurance agent will be happy to assist you.

Refer inquiries to:

Local Farm Bureau Insurance Agent: Aaron M Jenkins Ins Services
850-269-6889

For Claims Assistance: 1-866-275-7322

The terms of this policy shall be effective at the address and for the policy period shown above. The Declarations are part of this policy and are subject to all other terms and conditions of the policy.

Authorized Signature:

Scott Martin
Senior Vice President - State Manager

IMPORTANT NOTICES:

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

FLOOD INSURANCE: YOU SHOULD CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOUR UNCOVERED LOSSES CAUSED BY FLOOD ARE NOT COVERED. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

YOUR CALENDAR YEAR HURRICANE DEDUCTIBLE IS $13,079 and 5% of Coverage A - Dwelling.

THIS IS NOT A BILL. ***Your next invoice will reflect any premiums due and/or advance payments you have made.***

POLICY FORM:

Policy Form: HOS-3

Section I Deductibles:

"Standard Deductible: ex. "$2,000

Sinkhole Deductible:
(10% of Cov A): ex "$15,000 (10% of Coverage A - Dwelling Limit)"

Calendar Year Hurricane Deductible:
(Fixed Dollar): ex "$1,000"
(Percent - Cov A) ex "$1,500 (1% of Coverage A - Dwelling Limit)"
(Percent - Cov C) ex "$750 (1% of Coverage C- Personal Property Limit)"

Standard Deductible:	$1,000
Calendar Year Hurricane Deductible	$13,079 (5% of Coverage A - Dwelling)
Sinkhole Deductible	$26,158 (10% of Coverage A - Dwelling)

Address of Residence Premises:
160 LAKEVIEW DR
DEFUNIAK SPRINGS, FL 32433-4056

Located at 30.738392 and -86.133882 but limited to those grounds immediately extending 150 feet from any exterior wall of the dwelling.

RATING INFORMATION

Year Built: 1979 **Construction Type: Veneer (Brick on Frame)** **Protection Class: 5**
Living Area Square Feet: 1,161 **Roof Year: 2007**

COVERAGES AND LIMITS

Section I Property Coverage	LIMIT OF LIABILITY	PREMIUM $2587.88 Section I Premium Total
Coverage A - Dwelling	$261,584	$2,587.88
Coverage B - Other Structures	$26,158	INCLUDED
Coverage C - Personal Property	$130,792	INCLUDED
Coverage D - Loss of Use	$52,317	INCLUDED

Section II Liability Coverage		$44.18 Section II Premium Total
Coverage E - Personal Liability	$300,000	$44.18
Coverage F - Medical Payments to Others	$5,000	INCLUDED

ENDORSEMENTS

ENDORSEMENTS	PREMIUM
Additional Residence Premises Occupied by an Insured	$13.99

Location Address

198 BLUEPOND CIR PONCE DE LEON FL

Calendar Year Hurricane Deductible	INCLUDED
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage	INCLUDED

Limit - Section I	Limit - Section II (Aggregate Limit)
$10,000	$50,000

Limited Water Back-Up and Sump Discharge or Overflow Coverage	$77.17
Limit	
$5,000	

Ordinance Or Law Coverage	INCLUDED
Limit	
50% of Coverage A - Dwelling	

Other Structures on the Residence Premises – Increased Limits — INCLUDED

Structure Description	Increased Limit
ENCLOSED AND AIR CONDITIONED WORKSHOP	$25,000

Personal Property Replacement Cost Loss Settlement	INCLUDED
Refrigerated Property Coverage	$7.39
Sinkhole Loss Coverage	$1.35
Sinkhole Loss Coverage Deductible (Percentage)	10% of Coverage A - Dwelling

Cyber Event Property Exclusion
Cyber Liability Exclusion
Hurricane Exclusion - Screened Enclosures
Solar Panel(s) and Solar Water Heating System(s) Exclusion

$99.90 Premium Total

DISCOUNTS AND CREDITS

EFT Discount
Paperless Policy Discount
Paperless Billing Discount
Mitigation Discount
Account Discount
Continuous Coverage Discount
Claims Free Discount

POLICY FORMS, ENDORSEMENTS AND NOTICES

HODS 00 01 06 24	Homeowners Declaration Page
HOFL 00 10 01 23	Outline of Coverage
HOFL 00 11 07 24	Checklist of Coverage
HOFL 00 13 01 23	Notice of Important Coverage Changes
HOFL 00 16 01 23	Increase or Rejection of Important Additional Coverages
HOFL 00 17 07 24	Premium Discounts for Hurricane Loss Mitigation
HOFL 00 18 01 23	Hurricane Deductible Has Changed - IL HURNOT 04
HOFL 00 20 01 23	Hurricane Deductible Options
HOFL 00 21 01 23	Home Construction Features
HOFL 00 28 01 24	Notice of Change in Policy Terms HO3
HOFL 01 09 04 24	Special Provisions- Florida
HOFL 03 33 01 23	Fungi, Wet or Dry Rot, or Bacteria Increased Amount of Section I-Property Coverage
HOFL 03 34 01 23	Limited Fungi, Wet or Dry Rot, or Bacteria Increased Amount of Section II-Liability Coverage
HOFL 04 77 01 23	Ordinance or Law Increased Amount of Coverage
HOFL 05 99 01 23	Water Back-Up and Sump Discharge or Overflow
HOFL 23 71 01 23	Hurricane Exclusion - Screened Enclosures

HOFL 23 86 01 23	Personal Property Replacement Cost Loss Settlement
HOFL 23 95 01 23	Sinkhole Loss Coverage
HOFL 24 01 01 23	Sinkhole Loss Coverage Deductible (Percentage)
HOFL A 03 55 01 23	Calendar Year Hurricane Deductible (Percentage) With Supplemental Record-Keeping Requirement
HOS 00 03 01 23	Homeowners 3 Policy
HOS 04 48 01 23	Other Structures on the Residence Premises - Increased Limits
HOS 04 98 01 23	Refrigerated Property Coverage
HOS 24 69 01 23	Additional Residence Premises Occupied by an Insured
HOS 24 84 01 23	Solar Panel(s), Solar Water Heating System(s) & Wind Generator(s) Exclusion
HOS 34 04 01 23	Cyber Event Property Exclusion
HOS 34 05 03 24	Cyber Liability Exclusion
SFB 677 06 24	Company Transfer of Policy - FL
SFB 98 36 06 24	Cover Letter for FL Conversion
SFBN 99 01 01 18	Privacy Notice
SIL P 001 04 16	U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

PREMIUM AND FEES

	Premium
Policy Coverages	$2,731.96
Your total policy premium includes the following hurricane premium $1,270.24	
Taxes and Fees	
Legislative Premium Tax Discount of 1.75% pursuant to section 624.5108(1)(a), F.S.	$-48.00
State of Florida Emergency Management Fee	$2.00
Florida Insurance Guaranty Association Emergency Recoupment Surcharge 2023A 1.0% YR2	$27.00
Legislative Fire Marshal Assessment Discount of 1.00% pursuant to section 624.5108(1)(b), F.S.	$-7.00
Total	$2,705.96

ADDITIONAL INTERESTS

This policy covers the mortgagee shown and, if applicable, its successors and/or assigns as their interest may appear.

NONE

Agent Name

05/04/2025
Date

HODS 00 01 06 24

Date 05/04/2025

PO Box 147030
Gainesville, FL 32614-7030
www.ffbic.com

Real Service. Real People.®

Your Home Construction Features

You hold the ultimate responsibility of making sure your home is adequately insured against major loss. However, we assist you in determining the amount of coverage needed to replace your home by calculating an estimated minimum replacement cost based on your home's construction features listed below. Since any calculation we produce is only an estimate, we will not automatically *lower* your current coverage based on our calculation.

The listed construction features are for your information. No response is required *unless* there are any significant discrepancies or if you have made any upgrades or alterations that would affect your home's replacement cost value. We ask that you review them and notify your agent of any needed changes/corrections.

Construction Features	
Total Living Area[1]	1,161 sq.ft. (Approx)
Year Built	1979
Families	1
Style	1 Story(ies)
Roof Material	Metal
Roof Year	2007
Exterior Wall[2]	Veneer (Brick on Frame)
Exterior Wall Height	100% 9ft
Floor Covering	50% - Hardwood; 50% - Tile, Ceramic
Foundation(s)	Slab/Closed

[1] Only heated and cooled areas. Does not include garages, porches, basements.
[2] There must be more of this material on exterior than any other material.

Attached Structures	
Attached Garage	
Built-in Garage[3]	
Screened Porch	
Closed Porch	
Open Porch/ Breezeway	0 / 21 sq. ft.
Carport	
Wood Deck/ Balcony	
Screened Pool Enclosure	
Hot Tub	
Swimming Pool	No

[3] Must be part of a multi-story house (1.5 stories or more)and have living area above it.

Interior Features	
Bathroom(s)	1 - Full Bath, Builder's Grade; 1 - Three-Quarter Bath, Builder's Grade
Kitchen(s)	1 - Kitchen, Builder's Grade
Fireplace(s)	
Wood Stove(s)	

Exterior Features	
Exterior Storm Shutters	
Central Burglar Alarm	None
Central Fire Alarm	None

HOMEOWNERS INSURANCE
OUTLINE OF COVERAGE

THE FOLLOWING OUTLINE OF COVERAGE IS FOR INFORMATIONAL PURPOSES ONLY. FLORIDA LAW PROHIBITS THIS OUTLINE FROM CHANGING ANY PROVISIONS OF THE INSURANCE CONTRACT WHICH IS THE SUBJECT OF THIS OUTLINE. ANY ENDORSEMENTS REGARDING CHANGES IN TYPES OF COVERAGE, EXCLUSIONS, LIMITATIONS, REDUCTIONS, DEDUCTIBLES, COINSURANCE, RENEWAL PROVISIONS, CANCELLATION PROVISIONS, SURCHARGES, OR CREDITS WILL BE SENT SEPARATELY.

POLICY COVERAGES - The following is a brief description of each of the principal coverage features:

SECTION I - PROPERTY COVERAGES:

COVERAGE A covers your dwelling, including structures attached. Coverage A applies to real property owned by you.

COVERAGE B covers private, non-business structures at your residence, detached from the dwelling, such as a garage, fence, swimming pool, or guest house.

COVERAGE C covers your personal property such as clothes and furniture. Certain special limits apply. For example a special limit of $200 to money or $1,500 for theft of jewelry may apply. You should review these special limits in Section I, of your policy, along with the kinds of property which are not covered, such as motorized vehicles and property of roomers or boarders.

COVERAGE D Additional Living Expense provides for payments to you if you temporarily cannot continue to live in your residence because of a covered loss to your dwelling.

Perils Insured Against: The following is a general description of the coverages provided by the individual Homeowners forms. Your policy should be consulted for exact contract conditions.

PERIL	HOS 00 02	HOS 00 03	FORMS HOS 00 04 HOS 00 06
Fire or Lightning	Yes	Yes	Yes - Coverage C
Windstorm or Hail, Explosion, Riot or Civil Commotion, Aircraft, Vehicles or Smoke	Yes	Yes	Yes - Coverage C
Vandalism or Malicious Mischief	Yes	Yes	Yes - Coverage C
Theft	Yes	Yes	Yes - Coverage C
Breakage of glass or safety glazing material	Yes	Yes	Yes - Coverage C
Volcanic Eruption	Yes	Yes	Yes - Coverage C
Falling objects; Weight of ice, snow or sleet; Accidental discharge of water or steam; Sudden and accidental tearing apart of a heating system or appliance; Freezing; Sudden accidental damage from electrical current	Yes	Yes	Yes - Coverage C
Additional risks with certain exceptions (Special Coverage)	No	Yes Coverage A, B, D	No

HOMEOWNERS INSURANCE
OUTLINE OF COVERAGE

Property Exclusions: The principal exclusions in your property coverage are briefly referred to here: Loss from earth movement (other than catastrophic ground cover collapse), water damage from flood and other surface or wind-driven waters, power failure, neglect, war, and nuclear hazards.

SECTION II - LIABILITY COVERAGE: Your policy covers you for your legal liability for bodily injury or property damage to others, arising out of your residence or the personal activities of you and your family members away from the residence. Coverage does not apply to liability resulting from your business pursuits, motor vehicles, or certain kinds of watercraft.

Coverage Modifications: The Homeowners program is very flexible, providing numerous ways to accommodate any special needs you may have. Some of the more common optional coverages include: Specifically scheduled coverage on property such as jewelry, furs, silverware, and fine arts; liability coverage for boats and outboard motors; coverage at an additional residence; coverage for business property; and liability for business pursuits.

Renewal and Cancellation Provisions: You may cancel the policy at any time for any reason. Our rights to cancel or non-renew your policy are limited to those conditions described in your policy. If we intend to cancel or refuse renewal of your policy, we must send you a notice telling the reasons for our action and give you advance notice of the cancellation or nonrenewal date.

Premium Credits and Surcharges: Your basic premium, endorsements, discounts and total premium are all shown and itemized in your policy declarations.

Some other factors that affect the price you pay include:

FIRE PROTECTION: One of the variables affecting how much you pay for homeowners' insurance is your area's fire protection rating. The Insurance Services Office (ISO) conducts periodic surveys of each city, town, municipality or fire district in the state. Based on this survey, ISO issues a rating on a scale of 1 to 10 for each area it has surveyed, with 1 being the best and 10 the worst. A community receiving a 1 is able to provide the best possible fire protection to homeowners living there and therefore deserves a lower premium.

CONSTRUCTION: The type of construction of your home is also a significant variable in determining how much you pay for homeowner's insurance. For example: Frame construction is more susceptible to fire losses and therefore requires a higher fire premium than masonry type construction.

Homes constructed on or after 1995 may be subject to the Building Code Effectiveness Grading Schedule (BCEGS). BCEGS is designed to review your community's public code enforcement capabilities and performance to develop a relative Building Code Effectiveness Classification of 1 to 10, with 1 being the best and 10 the worst.

Wind mitigation is a significant variable in determining how much you pay for homeowners' insurance. Site built homes constructed after March 1, 2002 are built to the latest Florida building code and receive a premium reduction reflecting the windstorm mitigation requirements of the code. Shape of roof, roof covering, roof-wall connection, roof deck attachment, opening protection, and secondary water resistance (SWR) features, are all features that affect the premium you pay.

DISCOUNTS: Reductions in premium are given for certain conditions that help to reduce or prevent losses. If you are receiving one or more of these discounts it will be described and reflected in your policy declarations.

Protective Devices: These include fire, burglar alarms, sprinkler systems, and windstorm protective devices.

Wind Mitigation: Shape of roof, roof covering, roof-wall connection, roof deck attachment, opening protection; and secondary water resistance (SWR) features are all features that affect the premium you pay.

New Homes: Discount for homes built within the last several years, in accordance with our manual rules. (Does not apply to renters/contents broad, or unit owners policy forms.)

Claims Free: For policyholders that have been insured with us for the past three years and have not had any claims.

Home and Auto Discount: Provided when we insure both your auto(s) (under a qualified Auto Policy program) and your home.

Still Have Questions?

Your local Florida Farm Bureau® Agent will be glad to answer any questions that you may have about your Homeowners' insurance. Better yet, ask your agent for an "Account Survey" to assure that your total insurance program is up-to-date. Helping you is what we do best.

Florida Farm Bureau® Casualty Insurance Company
PO Box 147030
Gainesville, FL 32614-7030
www.ffbic.com

Real Service. Real People.®

Checklist of Coverage

Policy Type: **HOMEOWNERS POLICY** HOS 00 03

The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or www.fldfs.com.

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage			
Limit of Insurance:	$261,584	Loss Settlement Basis:	Replacement Cost (i.e.: Replacement Cost, Actual Cash Value, etc.)
Other Structures Coverage			
Limit of Insurance:	$26,158	Loss Settlement Basis:	Replacement Cost (i.e.: Replacement Cost, Actual Cash Value, etc.)
Personal Property Coverage			
Limit of Insurance:	$130,792	Loss Settlement Basis:	Replacement Cost (i.e.: Replacement Cost, Actual Cash Value, etc.)
Deductibles			
Annual Hurricane:	5% of Coverage A - Dwelling = $13,079	Standard Deductible :	$1,000

The above Limit of Insurance, Deductibles, and Loss Settlement Basis apply to the following perils insured against:
(items below marked **Y (Yes)** indicate coverage IS included, those marked **N (No)** indicate coverage is NOT included)

Y	Fire or Lightning
Y	Hurricane
N	Flood (including storm surge)
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
Y	Sudden and Accidental Tearing Apart, Cracking, Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
Y	Sinkhole Loss - A deductible equal to 10% of Coverage A applies (refer to your policy's declarations)
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

Special limits and loss settlement exceptions may apply to certain items. Refer to your policy for details.

Loss of Use Coverage

Coverage (items below marked **Y (Yes)** indicate coverage IS included, those marked **N (No)** indicate coverage is NOT included)		Limit of Insurance	Time Limit
Y	Additional Living Expense	$52,317	Not to exceed 12 Months
Y	Fair Rental Value	$52,317	Payment will be for the shortest time required to repair or replace damaged property
Y	Civil Authority Prohibits Use	$52,317	Not to exceed 2 weeks

Property - Additional/Other Coverages

(items below marked **Y (Yes)** indicate coverage IS included, those marked **N (No)** indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	**Additional**
Y	Debris Removal	5% of limit applicable to damaged property		**X**
Y	Reasonable Repairs	Reasonable cost incurred by you for necessary measures taken solely to protect against further damage.	**X**	

Y	Property Removed	We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.	X	
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	$1,000		X
Y	Loss Assessment	$1,000		X
Y	Collapse	The limit of insurance to damaged covered property applies.	X	
Y	Glass or Safety Glazing Material	We cover the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window.	X	
Y	Landlord's Furnishings	$2,500	X	
Y	Law and Ordinance	Up to 50% of Coverage A		X

Checklist of Coverage				
Y	Grave Markers	$5,000		X
Y	Mold/Fungi	$10,000/$50,000	X	

Discounts		
(items below marked **Y (Yes)** indicate discount IS applied, those marked **N (No)** indicate discount is NOT applied)		**Dollar Amount of Discount**
Y	Account Discount	$126.45
N	Burglar Alarm Discount	Discount is NOT applied
Y	Claims Free Discount	$104.87
Y	Continuous Coverage Discount	$49.53
Y	EFT Discount	$12.36
N	Farm Policy Discount	Discount is NOT applied
N	Fire Alarm Discount	Discount is NOT applied
N	Flood Policy Discount	Discount is NOT applied
N	Home Age Discount	Discount is NOT applied
Y	Mitigation Discount	$3,543.09
Y	Paperless Billing Discount	$12.36
Y	Paperless Policy Discount	$12.36
N	Roof Age Discount	Discount is NOT applied
N	Sprinkler Discount	Discount is NOT applied

Personal Liability Coverage

Limit of Insurance:$300,000

Medical Payments to Others Coverage

Limit of Insurance:$5,000

Liability - Additional/Other Coverages				
(items below marked **Y (Yes)** indicate coverage IS included, those marked **N (No)** indicate coverage is NOT included)		**Limit of Insurance**	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	**Additional**
Y	Claim Expenses	Expenses and costs we incur in any suit we defend; Reasonable expenses incurred by an "insured" at our request, including actual loss of earning up to $250 per day.		**X**
Y	First Aid Expenses	Up to $1,000 for expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy.		**X**
Y	Damage to Property of Others	$1,000		**X**
Y	Loss Assessment	$1,000		**X**

Inst. #20180016854 Bk: 3074 Pg: 1887 Recorded: 5/22/2018 2:20 PM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: $18.50 Doc Stmp-D: $0.70 Deputy Clerk KELLEY

This instrument was prepared by:
Timothy W. Hilley Attorney at Law, L.L.C.
P.O. Box 1441
Defuniak Springs, Florida 32435
PARCEL ID NO.:22-3N-19-19000-054-0090

QUIT CLAIM DEED

THIS INDENTURE, made this 10 day of September, 2013, by **WILLIAM MC ARTHUR CAMPBELL** of 160 Lakeview Drive, Defuniak Springs, Florida 32435, **GRANTOR,** to **JODI L. HOWELL**, of 1524 Blue Pond Lane, Ponce De Leon, Florida 32455 and **WILLIAM J. CAMPBELL**, of 265 Bob McCaskill Drive, Defuniak Springs, Florida 32433, **GRANTEE(S).**

WITNESSETH that the Grantor, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the second parties forever, all the right, title, interest, claim and demand which the first party has in and to the following described property, lying and being in the County of Walton, State of Florida, to wit:

PROPERTY DESCRIPTION

COM AT INTERSECTION OF CENTER LINE OF LAKE VIEW DR AND SHOEMAKER RD, THEN E 261.65 FT, THEN N 750.45 FT TO POB, THEN ALONG E ROW OF RD N 20 DEG 05 MIN E 125 FT THEN S 47 DEG 00 MIN 56 SEC E 119.23 FT TO W ROW OF SHOEMAKER RD, THEN ALONG ROW S 20 DEG 06 MIN W 125 FT, THEN N 47 DEC 00 MIN 36 SEC W 119.2 FT TO POB OR 1220-268 OR 1631-86 OR 2335-1954

THE GRANTOR, WILLIAM MC ARTHUR CAMPBELL, SAVING UNTO HIMSELF, HOWEVER, THE RIGHT OF THE USE AND OCCUPANCY OF THE SAME DURING THE REMAINDER OF HIS NATURAL LIFE

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party, either in law or equity to the only proper use, benefit and behalf of the second parties forever.

WITNESS WHEREOF, the first party has signed and sealed these presents the day and year first above written.

Signed in the presence of:

William M. Campbell
WILLIAM MC ARTHUR CAMPBELL, **GRANTOR**

Witness Name

Witness Name

STATE OF FLORIDA
COUNTY OF WALTON

I HEREBY certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared, William Mc Arthur Campbell, who has produced C 514-933-43-300-5 as identification or to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same, and who did take oath.

Witness my hand and official seal in the County and State last aforesaid this 26 of September, 2013.

Jamie Nelson
NOTARY PUBLIC
My commission Expires:04/05/2017

JAMIE NELSON
MY COMMISSION # EE 856292
EXPIRES: April 5, 2017
Bonded Thru Notary Public Underwriters

Search > Account Summary

Real Estate Account #22-3N-19-19000-054-0090

Owner:
CAMPBELL WILLIAM MCARTHUR

Situs:
160 LAKEVIEW DR
DEFUNIAK SPRINGS 32433

Parcel details
Property Appraiser
Homestead Exemption

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your most recent payment was made on **11/05/2025** for **$506.46**.

Apply for the 2026 installment payment plan

Account History

BILL	AMOUNT DUE
2025 Annual Bill	$0.00 Print (PDF)
2024 Annual Bill	$0.00 Print (PDF)
2023 Annual Bill	$0.00 Print (PDF)
2022 Annual Bill	$0.00 Print (PDF)
2021 Annual Bill	$0.00

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
William M. Campbell

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
160 Lakeview Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Defuniak Springs

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

[redacted]

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Employer identification number
[ ][ ] - [ ][ ][ ][ ][ ][ ][ ]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person William M. Campbell Date 1-21-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they













Income-Based Roof Improvement Grant Application

DeFuniak Springs Redevelopment Agency · 694 Baldwin Ave., DFS, FL 32435 · (850) 951-3054 · defuniakspringscra.com

Please PRINT or TYPE. **Fill out completely.** If field does not apply, put N/A. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Date Application Submitted	1/15/2026	**Application Number** *(to be completed by CRA)*	260003

APPLICANT'S INFORMATION

Property Owner(s)	Douglas A. Keenan	**Social Security Number(s)**	[redacted]
Mailing Address	409 S 22nd St.	**Household Size**	2
		Employed	YES X NO
Phone Number	[redacted]		
Email Address			

RECEIVED
BY: RTH DATE: 1/15/26

PROPERTY OWNER INFORMATION (If different from applicant)

Additional Owner		**Phone Number**	
Additional Owner Address		**Email Address**	

PROPERTY AND PROJECT INFORMATION

Physical Address of Property	409 S 22nd St. DeFuniak Springs FL 32435
Parcel Number	25-3N-19-19380-003-0100
Does this property have a mortgage lien?	YES [ ] NO [X] If "Yes", name of lien holder: Balance: $
Have you received any CRA improvement grants in the last thirty-six (36) months?	YES [ ] NO [X]
If "YES" above, provide details (*date, address of property improved, amounts, etc.*):	

Project Description (*Attach additional sheet if needed*)

ROOF REPLACEMENT

Project Budget

Please provide details of all estimated costs for the roofing project. Include ALL expenses so the entire scope of the project can be understood, and an eligibility determination can be made. Only eligible expenses will be reimbursed. (*Attach additional sheets if needed*)

Project/Category Item		Estimated Cost	Eligible Expense? (Y/N) To be filled out by CRA
ROOF REPLACEMENT	1	7,890	Yes
	2		
	3		
	4		
	5		
	6		
Sub-Total (items 1-6)			7890
Eligible Expenses TOTAL (to be filled out by CRA)			

It is not guaranteed that award funding/reimbursement will increase if final costs exceed initial estimates. Please estimate project costs carefully.

DOUGLAS A. KEENAN
Print Name

Douglas A. Keenan
Signature of Applicant

12-22-2026
Date

APPLICATION CHECKLIST

All applicants must submit a completed application including all requirements attached and organized prior to the start of any work to be considered for grant funding. No work can begin before approval has been received.

The following is required with your initial application, before the start of any work:

[✓] Completed and signed application
[✓] Proof that property is homestead exempt
[✓] Proof that household income does not exceed 60% of the Walton County Area Median Income (AMI) as published annually by U.S. Department of HUD
[✓] Four (4) photographs clearly showing existing conditions of the building to be improved
[✓] Project Budget
[ ] Copy of property / liability insurance
[✓] Copy of Contractor's Florida License
[ ] Proof of property ownership
[✓] Proof that all taxes are paid on property
[✓] Proof that no liens exist for which payment on associated debt is delinquent
[✓] Documentation identifying that any loans and mortgages on the property are current and in good standing, or a copy of the title if no mortgage exists
[✓] Two (2) estimates / quotes (CRA staff will assist)
[✓] W9 Forms, Identification

The following is required to be provided upon completion of work:

[ ] Photographs of all completed work
[ ] Copies of all invoices, and proof of payment including but not limited to: verification of all project costs, including contractor invoicing, lien releases, and evidence of payment of all expenses, including any match (copies of checks, credit card receipts, etc.)
[ ] Evidence that work was performed by licensed and insured contractors, where required
[ ] Evidence that utilities are up to date
[ ] No Code Enforcement fines and/or liens for which payment on associated debt is delinquent
[ ] All Regulatory Requirements have been met (building inspections, approvals and final completions, etc.)

Estimated Cost of Project	7890	Grant Amount Requested	$ 7890

DOUGLAS A. KEENAN — *Print Name*

Douglas G. Keenan — *Signature of Applicant*

12-22-2025 — *Date*

HOUSEHOLD:

	FULL NAME	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY #
1	DOUGLAS A. KEENAN	Applicant	[redacted]	
2	HELEN J KEENAN	SPOUSE		
3				
4				

***For more than 4 household members please provide a letter indicating full name, relationship to applicant, date of birth and social security number for all other household members.**

APPLICANT
ACKNOWLEDGEMENT FORM

By requesting financial assistance, ***I understand and agree*** with the following conditions:

Filing an application does not guarantee funding, and approval of grant funds does not guarantee issuance until all requirements have been fulfilled.

Applicant understands the Income-Based Roofing Improvement Grant Program is income-based, thereby requiring proof of income. Household income shall not exceed 30% of the Walton County Area Median Income, as published annually by the United States Department of HUD.

All improvements must follow plans as approved by the CRA Income-Based Roofing Improvement Grant Program.

Any properties owned by the applicant and sought to be improved with the grant hereby applied for may not be involved in court action with the City of DeFuniak Springs. If applicable, the applicant must verify code enforcement actions currently active against the building or the business and that the work undertaken in conjunction with the improvement project will incorporate mitigation of code violations.

All improvements must comply with all applicable Walton County building code requirements, local ordinances, permit requirements, and established design and historic preservation standards for the designated area.

Eligible activities include repairs to eligible homesteaded residential buildings within the DeFuniak Springs CRA Redevelopment Area. These repairs may include repair and/or replacement of roofing. The roof must show obvious signs of leakage or damage. The DeFuniak Springs CRA will provide a licensed and insured contractor to conduct roof improvements in accordance with city procurement policies.

No improvements should be made prior to the issuance of an Approval in writing, and no grants will be awarded retroactively. Any changes made to the project that have not been approved will not be eligible for funding and may disqualify the entire project for reimbursement. Grant funds cannot reimburse past projects.

Following issuance of the Income-Based Roofing Improvement Grant award, the applicant shall have one (1) calendar year to complete the approved project. Where substantial project completion has not begun within one calendar year, or where substantial progress has not been made during any six- month period following commencement of project, the approved grant application shall be reevaluated by the appropriate bodies. One extension of 180 calendar days may be granted by the CRA Director on request of the applicant, if the request is made at least 30 days prior to expiration and where conditions or codes have not changed, to affect the public health, safety and welfare of the citizens of the city. Extensions granted will begin on the last day of the original application expiration date. All requests must be in writing and must be received before any consideration is given.

Final payment will be made only after the work has been completed and a final inspection has been made by CRA and/or City Staff to determine that the work has been satisfactorily and entirely completed according to approved plans and specifications and building requirements.

All work shall be performed by a Florida licensed and insured contractor. Work/labor performed by the property owner, relative or tenant, even if a licensed contractor, will not be reimbursed for work done on an owner's own property.

All improvements/changes that have been approved should be maintained for at least three (3) years. To the fullest extent of the law, the applicant shall indemnify and hold harmless DeFuniak Springs from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, of any kind or nature arising or growing out or in any way connected with the performance of the improvement. The program is a one-time service per property owner.

Applicant's Certification:

I have read and understand this application. I hereby submit this application, together with the attached photos, plans, and additional supporting documentation for the proposed project. I understand that the City of DeFuniak Springs Community Redevelopment Agency, hereinafter referred to as "Agency," must approve the application. I further understand that if I accept the award, I will comply with all the requirements contained therein. No funding will be awarded until a completed application has been approved by the Agency and the required items from the checklists have been submitted to CRA/City satisfaction. At the discretion of the Agency, I agree to place a program sign on my property for the duration of the project. I understand the project must be completed within one year of grant approval, or the approval and funding shall expire unless appropriate grant extension approvals are secured. I understand that this income-based grant program is a one-time service per property owner.

DOUGLAS A. KEENAN
Print Name

Douglas A Keenan
Signature of Applicant

12-22-2025
Date

PLEASE READ - GENERAL INFORMATION FOR APPLICANTS ABOUT CRA ELIGIBILITY PARAMETERS, LIMITATIONS and REQUIREMENTS

Eligible Improvements: Eligible projects must be to a homestead exempt residential building with obvious signs of roof leakage and/or damage, that are visible (street facing) portions of structure or site. The program can fund **up to 100%** of cost incurred per eligible project, upon approval of CRA Board.

Program details:	**Requirements:**
• Roof MUST show obvious signs of leakage and/or damage • CRA staff and/or hired contractor(s) will inspect the roof to determine the extent of repair. • Through city procurement policies, the CRA will provide a licensed and insured contract to perform roofing improvement services. • Once application has been marked as complete, the grant application will be placed on the next regular scheduled CRA Board Meeting Agenda.	• Improvements **MUST** be visible from the district / corridor • Improvements **MUST** be completed within one year of project approval • Grant funds **CANNOT** reimburse past projects (no retroactive reimbursement allowed) • Applicant or family member **CANNOT** receive financial benefit from this grant • Improvements **MUST** comply with Walton County's building codes, local ordinances, and permit requirements

Program funds cannot be used for the following:

- Services performed by a non-licensed contractor, where permitting is required
- Repairs made in response to citations by the City's Code Enforcement Department
- New building construction
- Work/labor performed by the property owner, relative or tenant (materials purchased by the owner may qualify; however, labor performed by the property owner, relative or tenant, even if a licensed contractor, will not be reimbursed for work done on an owner's own property)

Vendor/Quotation Requirements:

- Vendor **MUST** be licensed to work and pull permits in City of DeFuniak Springs and Walton County, where required
- Vendor **CANNOT** start the project until the approval is issued by CRA program office
- Quote **MUST** be on the vendor's letter head and include **ALL** costs associated with the project (cost of permits, use agreements, design, site plans, surveying, engineering, etc.).
- Vendors cannot be a relative of or the applicant of the grant program
- DeFuniak Springs recommends that the vendor provide a certificate of insurance with Workers' Compensation ($100k), Commercial General Liability ($500k), and Business Automobile Liability ($100k)

CRA *Regular Grants* and *Special Consideration Grants* will be based on the building type and size, per the chart below:

Building type and size:	**Regular Grant** (total)
Single-family Homestead Exempt Residential	Up to $20,000

I have read and understand the above CRA ELIGIBILITY PARAMETERS, LIMITATIONS, REQUIREMENTS and AWARD AMOUNTS.

DOUGLAS A. KEENAN
Print Name

Douglas E Keenan
Signature of Applicant

12-22-2025
Date

EMPLOYMENT HISTORY:

1. **APPLICANT** RETIRED

CURRENT EMPLOYER:

NAME: _____ **PHONE:** _____

ADDRESS: _____ **DATES EMPLOYED:** _____

POSITION: _____ **SUPERVISOR:** _____

PREVIOUS EMPLOYER:

NAME: _____ **PHONE:** _____

ADDRESS: _____ **DATES EMPLOYED:** _____

POSITION: _____ **SUPERVISOR:** _____

2. **CO-APPLICANT** DISABLED

CURRENT EMPLOYER:

NAME: _____ **PHONE:** _____

ADDRESS: _____ **DATES EMPLOYED:** _____

POSITION: _____ **SUPERVISOR:** _____

PREVIOUS EMPLOYER:

NAME: _____ **PHONE:** _____

ADDRESS: _____ **DATES EMPLOYED:** _____

POSITION: _____ **SUPERVISOR:** _____

PLEASE PROVIDE EMPLOYMENT INFORMATION AND SUPPORTING DOCUMENTATION FOR ALL OTHER WORKING HOUSEHOLD MEMBERS AGE 18 YEARS OR OLDER, OR A NOTARIZED AFFIDAVIT CONFIRMING UNEMPLOYMENT, AND STATING SOURCE OF FINANCIAL SUPPORT.

SOURCE(S) OF ANNUAL INCOME:

SOURCE	APPLICANT	CO-APPLICANT	OTHER HOUSEHOLD MEMBER	TOTAL
GROSS ANNUAL SALARY*				
OVERTIME, TIPS, BONUSES				
SOCIAL SECURITY INCOME	1004.00	470.60		
SSI		444.00		
RETIREMENT/PENSION/VA				
UNEMPLOYMENT				
WORKERS COMPENSATION				
WELFARE PAYMENTS				
WELFARE PAYMENTS				
BUSINESS NET INCOME				
INTEREST/DIVIDENDS				
OTHER INCOME				

***ANNUAL SALARY PRIOR TO DEDUCTIONS**

PROVIDE SUPPORTING DOCUMENTATION FOR ALL ANNUAL INCOME SOURCES RECEIVED BY THE APPLICANT, CO-APPLICANT, AND/OR HOUSEHOLD MEMBERS, AND/OR A NOTARIZED AFFIDAVIT CONFIRMING LACK OF INCOME, AND EXPLAINING SOURCE OF FINACIAL SUPPORT FOR ALL HOUSEHOLD MEMBERS AGES 18 YEARS OR OLDER.

The information provided above is true and complete to the best of my knowledge and belief. I consent to the disclosure of such information for purposes of income verification related to my application for assistance under DeFuniak Spring's Community Redevelopment Agency Income-Based Roof Improvement Program. I understand that any willful misstatement of material facts will be grounds for disqualification and may result in legal action against me. I understand the information provided is required to determine assistance eligibility and does not assure qualification for assistance. I agree to provide other documentation as may be required to determine my eligibility for assistance under this program.

Applicant Signature: Douglas F. Keenan **Date:** 12-22-2025

Co-Applicant Signature: Helen J. Keenan **Date:** 1-14-2026

NOTICE TO APPLICANT(S): ACCESS TO FINANCIAL RECORDS

This is a notice to you as required by the Right to Financial Privacy Act of 1978 informing you that the State of Florida and DeFuniak Springs CRA have a right to access to financial records held by any financial institution in connection with the consideration or administration of DeFuniak Spring's Community Redevelopment Agency Income-Based Roof Improvement Program. Financial records involving your transactions will be available to DeFuniak Springs CRA without further notification, and/or authorization but will not be disclosed or released to another government agency, or department without your consent except as required or permitted by law.

Applicant Signature: Douglas E. Keeman **Date:** 12-22-25

Co-Applicant Signature: Helen J. Keeman **Date:** 1-14-2026

DeFuniak Springs CRA certifies that it is in compliance with the applicable provision of the Financial Privacy Act of 1978 as related to this request for access to financial records.

CRA Signature: _____ **Date:** 12-22-25

Written Name and Title: ROB HAMILTON, EXECUTIVE DIRECTOR

DeFuniak Springs Community Redevelopment Agency 694 Baldwin Avenue, Suite 4
DeFuniak Springs, FL 32435
Phone: (850) 951-3054
Email: cradirector@defuniakspringscra.com
Web: defuniakspringscra.com

HOLD HARMLESS AGREEMENT

I, hereinafter referred to as the Applicant, do hereby agree to hold DeFuniak Springs CRA and the State of Florida, as well as their respective agents, assigns, and/or employees, harmless from any action regarding roof replacement services. It is further understood and agreed that in consideration for assistance provided by DeFuniak Spring's Community Redevelopment Agency for the Income-Based Roof Improvement Program applicant hereby agrees to defend, indemnify and hold harmless DeFuniak Springs CRA, DeFuniak Springs Board of CRA Commissioners, the State of Florida and their respective agents, assigns, and/or employees from all claims by any person or persons arising from the act or acts of any third person, or persons in connection with the services provided.

Applicant Signature: Douglas E. Keenan **Date:** 12-22-2025

Co-Applicant Signature: Helen J. Keenan **Date:** 12-22-2025

DeFuniak Springs Community Redevelopment Agency 694 Baldwin Avenue, Suite 4
DeFuniak Springs, FL 32435
Phone: (850) 951-3054
Email: cradirector@defuniakspringscra.com
Web: defuniakspringscra.com

NOTICE TO APPLICANT(S): FLORIDA PUBLIC RECORDS LAW, F.S. CHAPTER 119

This is a notice to you regarding the State of Florida's Public Records Law, Florida Statutes (F.S.) Chapter 119: Public Records. Under F.S. Chapter 119, the law requires that any records made or received by public agencies in the course of official business must be made available for inspection by the general public, unless specifically exempted by the Florida Legislature, or deemed confidential or exempted under federal law. Please be advised that in the course of the release of public records, DeFuniak Springs may release personal information including home address, email address and phone number, unless specifically exempted under law. You are hereby notified, pursuant to F.S. Chapter 119, that disclosure of your social security number has been collected on this application for identification and financial verification purposes to determine eligibility under this program, and will not be utilized for any other purpose, and/or released to any other agency and/or person(s) except where required under law. Please refer to F.S. Chapter 119.071 for details on Florida Public Records Law general exemptions.

The Community Redevelopment Agency requests that you disclose any exemptions under F.S. Chapter 119.071 which may apply to any person or persons referenced on this application for assistance. Please check a box below:

[ ] The person(s) referenced on this application qualify for the following exemptions under F.S. Chapter 119.071 (please indicate the full name of the person(s) qualifying for exemptions listed):

_____

_____

_____

_____

[X] The person(s) referenced on this application do not qualify for any exemptions under F.S. Chapter 119.071.

Your signature below confirms your review and understanding of this notification as it relates to the State of Florida's Public Records Law, F.S. Chapter 119, and applicable exemptions:

Applicant Signature: Douglas G Keen **Date:** 12-22-2025

Co-Applicant Signature: Helen J. Keenan **Date:** 12-22-2025

Walton County Property Appraiser

Parcels Combination/Split Application

Combination/Split Form

Parcel Summary

Parcel ID	25-3N-19-19380-003-0100
Location Address	409 S 22ND ST DEFUNIAK SPRINGS 32435
Brief Tax Description	(Note: Not to be used on legal documents) LOT 10 BLK 3 WALLACE S/D OR 1662-14 OR 2488-1405 ALSO: LOT 9 & S1/2 LOT 8 BLK 3 WALLACE S/D OR 2392-1237 OR 2815-3678 OR 3263-2281 (Note: Not to be used on legal documents.)
Property Use Code	SINGLE FAMILY (0100)
Sec/Twp/Rng	25-3N-19
Tax District	DEFUNIAK (1)
Millage Rate	13.7977
Acreage	0.43
Homestead	Y

View Map

Owner Information

Primary Owner
KEENAN DOUGLAS A
409 S 22ND ST
DEFUNIAK SPRINGS, FL 32435

Values

	2025 Certified Values
Building Value	$2,923
Extra Features Value	$50
Land Value	$25,000
Land Agricultural Value	$0
Agricultural (Market) Value	$0
Just (Market) Value	**$27,973**
Assessed Value	$9,921
Exempt Value	$9,921
Taxable Value	$0
Differential	$18,052

Land Information

Land Use	Number of Units	Unit Type	Acres	Frontage
000100 - SFR	1	LT	0.17	50
000000 - VAC RES	1.5	LT	0.25	75

THIRD-PARTY ASSET VERIFICATION FORM

Checking, Savings, Certificate of Deposit, and Money Market Accounts

Name of Financial Organization: ALL IN CREDIT UNION

Address: 1421 US Hwy 331 S. DeFuniak Spg, FL

PLEASE RETURN FORM TO:
DeFuniak Springs Community Redevelopment Agency
694 Baldwin Avenue, Suite 4
DeFuniak Springs, FL 32435
Phone: 850-951-3054
Email: cradirector@defuniakspringscra.com

SUBJECT: **Verification of Information Supplied by an Applicant for the DeFuniak Springs CRA Income-Based Roof Improvement Grant Program**

NAME: HELEN I. & DOUGLAS A. KEENAN

ADDRESS: 409 S. 22nd St DeFuniak Springs FL

This person has applied for assistance under a program of the DeFuniak Springs CRA. The CRA requires the housing owner to verify all information that is used in determining this person's eligibility or level of benefits.

We ask your cooperation in providing the following information and returning it to the person listed at the top of the page. Your prompt return of this information will help to ensure timely processing of the application for assistance. The applicant/tenant has consented to this release of information as shown below.

Area to be completed by Financial Organization
(Please answer all questions. Answer N/A if the question does not apply.)

Checking Account

Account [redacted] Average Balance for previous Six (6) Months: $ 416.25 Interest Rate: 0% Date Account Opened: 2/11/2010 Date Account Closed: _____

Account [redacted] Average Balance for previous Six (6) Months: $ ~~23.83~~ Interest Rate: ~~.75~~ Date Account Opened: ~~2/11~~ Date Account Closed: _____

Savings

Account [redacted] Current Balance: $ 23.83 Interest Rate: .75% Date Account Opened: 2/11/10 Date Account Closed: _____

Account # _____ Current Balance: $ _____ Interest Rate: _____ Date Account Opened: _____ Date Account Closed: _____

Certificates of Deposit

Account # _____ Current Value _____ Rate of Interest: _____ Cash Value* _____

**Cash value is the current value minus penalties for early withdrawal or cost to convert to cash (broker fees, etc.)*

Account # _____ Current Value _____ Rate of Interest: _____ Cash Value* _____

**Cash value is the current value minus penalties for early withdrawal or cost to convert to cash (broker fees, etc.)*

Account # _____ Current Value _____ Rate of Interest: _____ Cash Value* _____

**Cash value is the current value minus penalties for early withdrawal or cost to convert to cash (broker fees, etc.)*

Money Market

Account # _____ Current Value _____ Rate of Interest: _____ Cash Value* _____

**Cash value is the current value minus penalties for early withdrawal or cost to convert to cash (broker fees, etc.)*

Candace Johnson Branch Manager All In CU _____ 12/26/25

Name and Title of Person Supplying the Information | Firm/Organization Name | Signature | Date

---

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances that would required the owner to verify information that is up to 5 years old, which would be
authorized by me on a separate consent attached to a copy of this consent.

Helen Keenan _____ 12-26-2025

Signature | Date

Please return the form to the address listed above. Thank You


IY2 OCS
WALTON
TOURING


Jack Wilson
St. Augustine
TOWN & COUNTRY
MYFLORIDA.COM
09-26
IYZ OCS
WALTON
TOURING







Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

WARD, BRIAN LAMAR

QUALITY ROOFING SOLUTIONS LLC
110 W. HERMAN STREET
PENSACOLA FL 32505

LICENSE NUMBER: CCC1328604

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/12/2024

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.

Inst. #20220037181 Bk: 3263 Pg: 2281 Recorded: 8/15/2022 12:39 PM Alex Alford Clerk of Courts, Walton County, Florida
Rec Fees: $10.00 Doc Stmp-D: $0.70 Deputy Clerk KELLEY

Prepared By and Return To:
Rushing Properties, LLC
PO Box 1358
DeFuniak Springs, FL 32435

Property Appraisers ID #s: **25-3N-19-19380-003-0100**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (This "Deed") is made as of this 12th day of August, 2022 between **Rushing Properties, LLC, a Florida Limited Liability Company,** whose mailing address is **P.O. Box 1358, DeFuniak Springs, FL 32435 ("Grantor")** to **Douglas A. Keenan,** whose post office address is: **409 S. 22nd Street, DeFuniak Springs, FL 32435 ("Grantee")**.

Witnesseth, That the grantor, for and in consideration of the sum of **$ 10.00**, in hand paid by the said grantee, the mortgage whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County of Walton, State of Florida, to-wit:

PARCEL #: 25-3N-19-19380-003-0100

Physical Address: 409 S. 22nd Street, DeFuniak Springs, FL 32435

South ½ of Lot 8 & Lot 9 Block 3; Wallace Sub-division, DeFuniak Springs, Florida

TOGETHER with all improvements, easements, tenements, hereditaments and appurtenances belonging to or in any way appertaining to the Property.

SUBJECT to taxes for 2021 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creation or reimposing same.

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR hereby specially warrants the title of the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but none other.

In Witness Whereof, Grantor has duly executed this instrument as of the date first written above.

Signed, sealed and delivered in presence of:

Signature of first witness (as to first Grantor)

Thomas H. Birka
Printed Name

Signature of second witness (as to first Grantor)

Wanda G. Birka
Printed Name

Signature of Grantor

B. Sue Rushing
Printed Name of Grantor

P.O. Box 1358, DeFuniak Springs, FL 32435
Post Office Address

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me, a Notary Public, this **12th day of August, 2022**, by **B. Sue Rushing,** who is personally known to me.

SEAL:

THOMAS H. BIRKA
Commission # GG 344365
Expires June 28, 2023
Bonded Thru Budget Notary Services

(Signature of Notary)

Commission No. GG 344365

CFN # 757043, OR BK 2488 Page 1405, Recorded 04/09/2003 at 11:54 AM, Martha Ingle, Walton County Clerk of Court, Doc. D $70.00 Deputy Clerk P RICE

This instrument prepared by:
William H. Green
Post Office Box 609
DeFuniak Springs, Florida 32435
File No. 10576

STATE OF FLORIDA

COUNTY OF WALTON

WARRANTY DEED

THIS INDENTURE, made this _____ day of April, A.D. 2003, by and between Blue Northern, Inc., a Florida corporation, whose address is Post Office Box 289, DeFuniak Springs, Florida 32435, hereinafter referred to as Grantor, and Douglas A. Keenan, whose address is 409 S. 22nd Street, DeFuniak Springs, Florida 32435, hereinafter referred to as Grantee,

WITNESSETH that said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has granted, bargained, sold and by these presents does hereby grant, bargain, sell, and convey, to the said Grantee, his heirs and assigns forever, the following-described real property, situate, lying and being in Walton County, Florida, to-wit:

> Lot 10, Block 3, Wallace Subdivision, Section 25, Township 3 North, Range 19 West, according to the map or plat thereof as recorded in the public records of Walton County, Florida.
>
> (Subject to any easements, restrictions, and reservations of record)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining;

TO HAVE AND TO HOLD the same unto the said Grantee, his heirs and assigns forever, and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

William H Green
Printed Name: William H. Green

Barbara Brooks
Printed Name: Barbara Brooks

BLUE NORTHERN, INC.

By _____ (SEAL)
Joe Johnson
As President

STATE OF FLORIDA

COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 7th day of April, A.D. 2003, by Joe Johnson, as President of Blue Northern, Inc., a Florida corporation, on behalf of the corporation, who (X) is personally known to me or ( ) has produced a Florida Driver's License for identification.

Barbara Brooks
Notary Public
State of Florida at Large
My Commission Expires:

BARBARA BROOKS
Notary Public, State Of Florida At Large
My Commission Expires May 15, 2004
Commission Number CC936864

Search > Account Summary

Real Estate Account #25-3N-19-19380-003-0100

Owner:
KEENAN DOUGLAS A

Situs:
409 S 22ND ST
DEFUNIAK SPRINGS 32435

Parcel details
Property Appraiser
Homestead Exemption

Get bills by email

Amount Due

Your account has **no balance due** at this time.

Account History

BILL	AMOUNT DUE	STATUS	ACTION
2025 Annual Bill	$0.00	No Balance Due	Print (PDF)
2024 Annual Bill	$0.00	No Balance Due	Print (PDF)
2023 Annual Bill	$0.00	No Balance Due	Print (PDF)
2022 Annual Bill	$0.00	No Balance Due	Print (PDF)
2021 Annual Bill	$0.00	No Balance Due	Print (PDF)
2020 Annual Bill	$0.00	No Balance Due	Print (PDF)
2019 Annual Bill	$0.00	No Balance Due	Print (PDF)

12/31/2025

Quality Roofing - DeFuniak Springs
Quality Roofing Solutions, LLC
430 Racetrack Rd NE
Fort Walton Beach, FL 32547
850-777-0961
Phone: (850) 777-0961
Fax: (850) 626-3462

Company Representative
Mike Westfall
Phone: (850) 503-1949
mike@qualityroofingsolutions.com

Rob Hamilton
409 South 22nd Street
DeFuniak Springs, FL 32435
(850) 951-3054

Job: FRP-202394: Rob Hamilton

Roofing Designer Shingle Section

#1 Rated Roofing Contractor in Northwest Florida, see what our customers have to say on Google and Facebook.

QUALITY ROOFING INCLUDED SERVICES:
FREE Wind Mitigation Report will be provided upon completion by a 3rd party inspector
** Full project management by a Quality Roofing Manager**
**Walk around will be performed with you or your representative to insure satisfaction before paying final bill.
**Customer will receive The Quality Roofing "Triple Nail Sweep" **
FREE Customer Portal to watch during production along with photos documenting every piece of material used for repairs

QUALITY ROOFING INSPECTION RECOMMENDATIONS:
Upgrade to Full Ice & Water Shield Underlayment on entire roof for $299
Upgrade to Certainteed Landmark Pro Series 50yr Architectural Shingle with "Act of God Warranty" for $150
Price includes (29) Sheets of 1/2" decking to replace all the decking on the roof as indentified during the inspection
Price includes replacing all the facia on the house as identified during inspection(2"x6"x10' - Pine for the fascia since that's what's on the house now & don't want to compromise the integrity of the house by using the standard 1"x6"x10' - Pine)
**Price includes FREE drip edge upgrade from 1" to 2.5"
Price Assurance Guarantee on any comparable competitor estimate

FLORIDA CODE & LAW REQUIREMENTS:
- Remove one layer of existing shingles and underlayment, down to clean roof deck.
- Identify and replace any damaged wood substrate. Refer to rate schedule for add-ons.
- Re-nail roof deck to meet current code requirements.
- Install new underlayment and secondary water barrier over entire roof deck.
- Install Ice and Water Shield Membrane in all valleys.
- Install new, corrosion resistant drip edge.
- Apply roofing cement at all penetrations and flashing locations in accordance with best roofing practices.
- Install Starter Shingles along all eave and rake edges, in accordance with manufacturer guidelines.
- Install Certainteed Landmark, 50yr architectural style roof shingles with Limited Lifetime Warranty & "Act of God Warranty"
- Replace all plumbing boots with "Bullet Boots" with a lifetime warranty. (If applicable)
- Re-use existing wall flashing if condition warrants. If flashing must be replaced due to condition or evidence of leakage, flashing will be replaced for an additional cost, in accordance with the rate schedule below.
- Verify proper roof ventilation requirements and install new attic ventilation to meet manufacturers recommendations.
- Install new Hip & Ridge Shingles.
- Clean up all job related debris and haul to registered landfill. Disposal fees included.
- Provide 15 Year Workmanship Warranty
- Includes all permitting, taxes, administrative fees and warranty registration.
- Fully Licensed and Insured.
- State Certified License # CCC1328604.

Wind Mitigation Section

Wind Mitigation Inspection Included

Sub Total	**$9,301.11**
Discount: Military Discount Program	($604.57)
Discount: Wind Mitigation Report Voucher	($150.00)
Discount: Military Veteran Discount Program	($656.66)
TOTAL	$7,889.88

Please note: all contracts signed before March 15, 2025, will not incur a 10% material only price increase.

A 30% deposit is required for all accepted proposals before materials are ordered and scheduling is confirmed. Quality Roofing Solutions, LLC reserves the right to pass along any manufacturer or distributor price increases, with written proof provided. The Buyer may decline the increase, and in such cases, QRS reserves the right to withdraw from the agreement due to material or labor cost changes. By accepting this estimate, the property owner acknowledges that QRS is not responsible for incidental damages related to non-code-compliant electrical, plumbing, or HVAC lines beneath the roof deck, as well as driveways, gutters, sprinkler systems, or septic tanks. Gutter systems and satellite dishes may need to be removed for proper installation, and unless specified in writing, QRS is not responsible for their reinstallation. All work will be performed in compliance with the Florida Building Code, and any rotted or damaged decking or flashing discovered during installation will be replaced as required. Some additional repairs, such as stucco, siding, soffit, or fascia, may not be included in this estimate but could be necessary to complete the project. Pricing for additional materials and labor will follow the rates listed below. Throughout the project, we will make every effort to communicate clearly and keep you informed of any required replacements necessary to meet building code compliance. A 3.75% convenience fee will be applied to all payments made by credit card, debit card, or any electronic payment method, excluding cash, check, ACH, or bank wire.
By signing below, you acknowledge that you have read, understand, and agree to the terms outlined in this estimate.

Replacement Rates for wood, siding and flashing:
(Includes material, labor, fasteners, pickup and delivery to jobsite)
All lumber pricing is for Southern Yellow Pine, plywood is CDX.
Specialty woods such as Cedar and Cypress will have added costs.

1/2" Plywood - $100 per sheet
5/8" Plywood - $110 per sheet
3/4" Plywood - $120 per sheet
1x Decking - $6/linear foot
Framing - $15/linear foot
Wood/Hardie Siding - $15/linear foot
Vinyl Siding - $10/square foot
Soffit - $10/square foot
Fascia Board - $10/linear foot
Fascia Metal - $10/linear foot
Wall Flashing - $10/linear foot
Counter Flashing - $12/linear foot
Additional layers of shingles - $50/square
Additional layers of felt - $5/square

Company Authorized Signature _____ Date _____

Customer Signature _____ Date _____

Customer Signature _____ Date _____

INVOICE



Bill To

Rob Hamilton CRA
(448) 201-2821

Broadway Home Services, LLC

2005 Bear Bay Flats Road
Laurel Hill, FL 32567
Phone: (850) 546-1532
Email: ericbroadway73@gmail.com

Payment terms	Due upon receipt
Invoice #	1896
Date	12/30/2025
Business / Tax #	274967990

Description	Total
409 S 22nd street Defuniak	$11,850.00

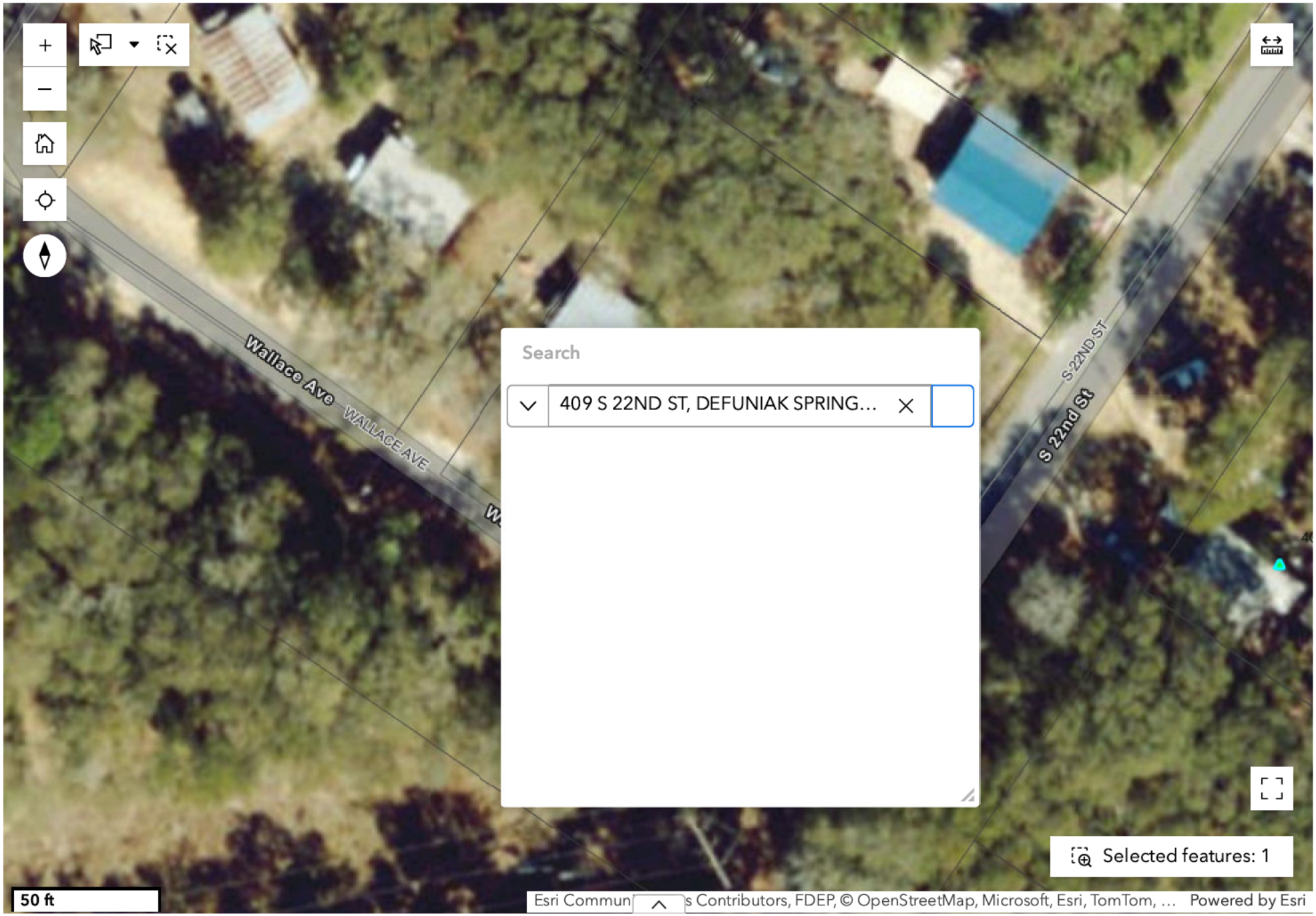
1. Remove tarps
2. Remove existing roofing material
3. Make repairs to rotted rafters, decking, facia
4. Install new 1/2" decking to entire roof and nail off to current code
5. Install new eve metal
6. Install GAF Liberty base and cap sheet on low slope in front of house
7. Install GAF pro start starter shingles
8. Install GAF Timberline HDZ shingles
9. Install new plumbing boots and electrical boot
10. Install GAF Seal a Ridge caps
11. Clean job of all debris

Subtotal	$11,850.00
Total	**$11,850.00**

We appreciate your business!

Terms and conditions:
1.Full payment is required when job is complete.
2. Broadway Home Services will provide a lifetime workmanship warranty and standard manufacturer warranty.
3. Contractor shall process and furnish all the necessary work, permits, tools, equipment and other necessary means and materials for the
commencement of the roofing project

Rob Hamilton CRA


Search
409 S 22ND ST, DEFUNIAK SPRING...
Wallace Ave
WALLACE AVE
S 22ND ST
S 22nd St
Selected features: 1
50 ft
Esri Commun
s Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, ...
Powered by Esri

FORM SSA-1099 – SOCIAL SECURITY BENEFIT STATEMENT

2025 • PART OF YOUR SOCIAL SECURITY BENEFITS SHOWN IN BOX 5 MAY BE TAXABLE INCOME.
• SEE THE REVERSE FOR MORE INFORMATION.

Box 1. Name	Box 2. Beneficiary's Social Security Number
DOUGLAS A KEENAN	[redacted]

Box 3. Benefits Paid in 2025	Box 4. Benefits Repaid to SSA in 2025	Box 5. Net Benefits for 2025 *(Box 3 minus Box 4)*
$11,724.00	NONE	$11,724.00

DESCRIPTION OF AMOUNT IN BOX 3

Paid by check or Direct deposit	$11,724.00
Benefits for 2025	$11,724.00

DESCRIPTION OF AMOUNT IN BOX 4

NONE

Box 6. Voluntary Federal Income Tax Withheld

NONE

Box 7. Address

DOUGLAS A KEENAN
409 S 22ND ST
DEFUNIAK FL 32435-2221

Box 8. Claim Number (*Use this number if you need to contact SSA.*)

[redacted]

Form **SSA-1099-SM** (1-2026) **DO NOT RETURN THIS FORM TO SSA OR IRS**

FORM SSA-1099 – SOCIAL SECURITY BENEFIT STATEMENT

2025 • PART OF YOUR SOCIAL SECURITY BENEFITS SHOWN IN BOX 5 MAY BE TAXABLE INCOME.
• SEE THE REVERSE FOR MORE INFORMATION.

Box 1. Name	Box 2. Beneficiary's Social Security Number
HELEN J KEENAN	[redacted]

Box 3. Benefits Paid in 2025	Box 4. Benefits Repaid to SSA in 2025	Box 5. Net Benefits for 2025 *(Box 3 minus Box 4)*
$882.00	NONE	$882.00

DESCRIPTION OF AMOUNT IN BOX 3

Paid by check or Direct deposit	$862.00
Deductions for work or other adjustments	$20.00
Total Additions	$882.00
Benefits for 2025	$882.00

DESCRIPTION OF AMOUNT IN BOX 4

NONE

Box 6. Voluntary Federal Income Tax Withheld

NONE

Box 7. Address

HELEN J KEENAN
409 S 22ND ST
DEFUNIAK SPRINGS FL 32435-2221

Box 8. Claim Number (*Use this number if you need to contact SSA.*)

[redacted]

Form **SSA-1099-SM** (1-2026) **DO NOT RETURN THIS FORM TO SSA OR IRS**

Notice of Cost-of-Living Adjustment (COLA)

Hello HELEN J KEENAN

Your Social Security benefit will increase by **2.8%** in January 2026. Next year, receive your benefit information up to three weeks earlier by creating an online ***my Social Security*** account at ***www.ssa.gov/myaccount.*** You can use this letter as proof of your benefit amount if you need to apply for food, rent, or energy assistance. You can also use it to apply for bank loans and for other business. Keep this letter with your important financial records or access this information anytime online by signing in to your personal ***my Social Security*** account.

How Much You Will Get In 2026 (Before Deductions)	**Monthly Amount**
Your monthly benefit in 2026 before deductions	$444.00
2026 Common Deductions	**Monthly Amount**
Medicare Medical Insurance (Part B and Part C) If you did not have Medicare as of November 20, 2025, or if someone else pays your premium, we show $0.00.	-$0.00
Medicare Prescription Drug Plan (Part D) We will notify you if the amount changes in 2026. If you did not elect withholding as of November 1, 2025, we show $0.00.	-$0.00
U.S. federal tax withholding for non-citizens	-$0.00
Voluntary federal tax withholding If you did not elect voluntary tax withholding as of November 20, 2025, we show $0.00.	-$0.00
How Much You Will Get In 2026 (After Deductions)	**Monthly Amount**
Your monthly benefit in 2026 after deductions This monthly amount may include deductions not listed above.	**$444.00**

For more information about your COLA and other benefits-related topics such as Medicare, Ticket to Work, Reporting Wages, Earnings Limits, Other Pensions, and more, go to ***www.ssa.gov/cola*** or scan the QR code.

If you would like a paper copy of any of this information, please contact us.

Notice of Cost-of-Living Adjustment (COLA)

Hello DOUGLAS A KEENAN

Your Social Security benefit will increase by **2.8%** in January 2026. Next year, receive your benefit information up to three weeks earlier by creating an online ***my Social Security*** account at ***www.ssa.gov/myaccount.*** You can use this letter as proof of your benefit amount if you need to apply for food, rent, or energy assistance. You can also use it to apply for bank loans and for other business. Keep this letter with your important financial records or access this information anytime online by signing in to your personal ***my Social Security*** account.

How Much You Will Get In 2026 (Before Deductions)	**Monthly Amount**
Your monthly benefit in 2026 before deductions	$1,004.00
2026 Common Deductions	**Monthly Amount**
Medicare Medical Insurance (Part B and Part C) If you did not have Medicare as of November 20, 2025, or if someone else pays your premium, we show $0.00.	-$0.00
Medicare Prescription Drug Plan (Part D) We will notify you if the amount changes in 2026. If you did not elect withholding as of November 1, 2025, we show $0.00.	-$0.00
U.S. federal tax withholding for non-citizens	-$0.00
Voluntary federal tax withholding If you did not elect voluntary tax withholding as of November 20, 2025, we show $0.00.	-$0.00
How Much You Will Get In 2026 (After Deductions)	**Monthly Amount**
Your monthly benefit in 2026 after deductions This monthly amount may include deductions not listed above.	**$1,004.00**

For more information about your COLA and other benefits-related topics such as Medicare, Ticket to Work, Reporting Wages, Earnings Limits, Other Pensions, and more, go to ***www.ssa.gov/cola*** or scan the QR code.

If you would like a paper copy of any of this information, please contact us.

SOCIAL SECURITY
ADMINISTRATION
PO BOX 3600
WILKES BARRE PA 18767-3600

Social Security Administration
Supplemental Security Income
Notice of Planned Action

Date: November 30, 2025
BNC#: 25S1874J06226 DI

040198MTD000539 CN6LNA 0006647 0000000000

0006647 00006647 1 MB 0.672 CN6LNA T24 P3
COLA MOI 11/23 668
HELEN J KEENAN
409 S 22ND ST
DEFUNIAK SPRINGS FL 32435-2221

The SSI Payment Will Be Changed - If You Disagree With This Change, Appeal As Soon As Possible To Keep Getting The Same Payment

We plan to lower your monthly Supplemental Security Income (SSI) payment from $967.00 to $570.00 beginning January 2026. The amount will change because your other income increased. You will continue to get the new amount each month unless there is a change in the information we use to figure your payment.

The rest of this letter explains more about your SSI payments. It also tells you how to find affordable health care.

When You Will Receive Your Payments

Your bank or other financial institution will receive your monthly payment of $470.60 around January 1, 2026, and on the first of each month after that.

Information About Your SSI Payments

- As we told you before, we are withholding part of your payment to get back money you were overpaid. Starting January 2026, we will raise the amount withheld from your payment from $96.70 to $99.40. Therefore, you will receive a payment for $470.60 instead of $570.00. After January 2026 there will be $5,639.24 left on your overpayment.

- The $99.40 we will withhold is 10 percent of your SSI money plus any other money we use in figuring your SSI. We will withhold more than we have before because your SSI money plus any other money we now use in figuring your SSI is more. If you want us to withhold more or less, please call or visit your Social Security office.

See Next Page

SSA-L8155

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
DOUGLAS A. KEENAN

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
409 S 22nd St.

Requester's name and address (optional)

6 City, state, and ZIP code
DEFUNIAK SPGS. FL 32435

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

[redacted]

or

Employer identification number

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Douglas A Keenan | **Date** 1-14-2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

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1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
HELEN JANE KEENAN

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
409 S. 22nd St.

Requester's name and address (optional)

6 City, state, and ZIP code
DEFUNIAK SPGS, FLORIDA 32435

7 List account number(s) here (optional)

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Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[redacted]

or

Employer identification number
[ ][ ] – [ ][ ][ ][ ][ ][ ][ ]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Helen J. Keenan Date 1-14-2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they








Jack Wilson
St. Augustine
TOWN & COUNTRY
MYFLORIDA.COM
09-26
IY2 QCS
WALTON
TOURING


IY2 OCS
WALTON
TOURING

Residential Site Cleanup Grant Application

DeFuniak Springs Redevelopment Agency · 1350 Baldwin Ave., DFS, FL 32435 · (850) 951-3054 · defuniaksprings.net/cra

Please PRINT or TYPE. **Fill out completely.** If field does not apply, put N/A. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Date Application Submitted	1-26-2026	Application Number *(to be completed by CRA)*	260004

APPLICANT'S INFORMATION

Property Owner(s)	Hephzibah Land Trust.	Occupancy Type	✓	Owner Occupied		Tenant Occupied
Mailing Address	PO Box 1378 Santa Rosa Beach FL 32459	Vacant		YES	✓	NO
		Historic District	✓	YES		NO
Phone Number	850-687-7384					
Email Address	begenerous@live.com					

PROPERTY OWNER INFORMATION (If different from applicant)

Contact person	Stephanie McMinn	Phone Number	850687-7384
Contact person address	[redacted]	Email Address	begenerous@live.com

PROPERTY AND PROJECT INFORMATION

Physical Address of Property	[redacted]
Parcel Number	

Does this property have a mortgage lien? ☐ YES ☐ NO If "Yes", name of lien holder: _____ Balance: $_____

Have you received any CRA improvement grants in the last thirty-six (36) months? YES NO

If "YES" above, provide details (*date, address of property improved, amounts, etc*):

Project Description (*Attach additional sheet if needed*)

Property Clean Out.

Cleanup List

Please provide details of all estimated items to be removed for the project. Include ALL items so the entire scope of the project can be understood and an eligibility determination can be made. Dump trailer grant is limited to non-hazardous, residential household items, and debris.

(*Attach additional sheets if needed*)

	Category Item	Estimated Amount (volume)	Eligible Expense? (Y/N) To be filled out by CRA
1	DUMP TRAILER		YES
2			
3			
4			
5			
6			
	Sub-Total (items 1-6)		
	Eligible Items TOTAL (to be filled out by CRA)		

RECEIVED
BY: RTH DATE: 1/26/26

Please PRINT or TYPE. ***Fill out completely.*** *If field does not apply, put N/A.* INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Stephanie McMinn — *Print Name*

Signature of Applicant

1/26/26 — *Date*

APPLICATION CHECKLIST

All applicants must submit a completed application including all requirements attached and organized prior to the start of any work in order to be considered for grant opportunity. No work can begin before approval has been received.

The following is required with your initial application, before the start of any work:

[✓] Completed and signed application
[✓] Four (4) photographs clearly showing existing conditions of the area to be improved
[✓] Copy of property / liability insurance
[✓] Proof of property ownership
[ ] Written and notarized consent from the property owner, if owner is different from applicant *(If you are the owner you do not need to complete the consent form)*
[ ] Identification

The following is required to be provided upon completion of work:

[ ] Photographs of all completed work

I agree that the information provided above and within this application is accurate and correct to the best of my knowledge.

Stephanie McMinn — *Print Name*

Stephanie McMinn — *Signature of Applicant*

1/24/26 — *Date*

Property Owner Authorization

I, Be Generous Inc. Stephanie McMinn (property owner), understand that _____ (leaseholder of my property), located at [redacted] DeFuniak Springs. (address) is considering making improvements to this property under the DeFuniak Springs Community Redevelopment Agency Site Cleanup Grant, hereinafter referred to as the "Program." For the purposes of this authorization, hereinafter the Community Redevelopment Agency shall be referred to as "CRA" and the City of DeFuniak Springs as "City."

I have received and reviewed the Program description and reviewed the application submitted by my tenant. I agree to allow the proposed improvements to my parcel. I understand that I am not financially responsible to complete these improvements.

I understand and agree that neither the CRA nor the City assume responsibility or liability to me or any other part for any action or failure of any person or other third party.

I further agree to hold the CRA and the City harmless from and indemnify them for and against any and all claims which may be brought or raised against the CRA, the City, or any of its officers, representatives, agents, or agencies regarding any matters relevant to the participant obligations under the Program. I assure the CRA and the City that the tenant holds a valid lease with no expiration pending within the next twelve months following the date of application for Program funding.

I have read the above statements and acknowledge that they are true and complete to the best of my knowledge. I have no objection to the applicant pursuing the proposed improvements project, and I authorize the leaseholder to make the proposed improvements under the provisions of the Program.

Property Owner Signature

1/24/26 — *Date*

STATE OF FLORIDA, COUNTY OF Walton

The foregoing instrument was acknowledged before me this 26 day of January 2026 by Stephanie Lee McMinn who is personally known to me or who has produced FL DL as identification.

Notary Public

EUGEN LOTHAR NEWSOME
MY COMMISSION # HH 242723
EXPIRES: July 19, 2026

APPLICANT
ACKNOWLEDGEMENT FORM

By requesting assistance ***I understand and agree*** with the following conditions:

Filing an application does not guarantee use of trailer. All improvements must follow plans as approved by the CRA Site Cleanup Grant Program.

All improvements must comply with all applicable Walton County building code requirements, local ordinances, permit requirements, and established design and historic preservation standards for the designated area.

Eligible activities include removal of junk and debris in a targeted corridor. These repairs include parcel improvements which are visible within the corridor and limited to non-hazardous, residential household items and debris.

Following issuance of the Site Cleanup Grant award, the applicant shall have seven (7) calendar days to complete approved project. Where substantial project completion has not begun within seven (7) calendar days, the approved grant application shall be reevaluated by the CRA Executive Director. One extension of (7) calendar days may be granted by the CRA Executive Director on request of the applicant, if the request is made prior to expiration and where conditions or codes have not changed, so as to affect the public health, safety and welfare of the citizens of the city. Extensions granted will begin on the last day of the original application expiration date. All requests must be in writing and must be received before any consideration is given.

The dump trailer will be removed after the a final inspection has been made by CRA and/or City Staff to determine if contents are non-hazardous, residential household items and/or debris. The program can only be offered once per calendar year on a first-come, first-serve basis. Multiple trips may be required so that the approved items are not mixed together when they arrive at the landfill.

. To the fullest extent of the law, the applicant shall indemnify and hold harmless DeFuniak Springs from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, of any kind or nature arising or growing out or in any way connected with the performance of the improvement.

The property owner may not move the trailer once the City of DeFuniak Springs has left it on the property. The City of DeFuniak Springs will pick up the trailer at the same location it was left at the date and time specified, and in the same condition that the property owner received it, except for ordinary wear.

The property owner is responsible for all damage to, or loss or left of, the trailer, including damage caused by weather, road conditions and acts of nature, whether or not the property owner is at fault. The property owner is responsible for the cost of repair or the actual retail cash value of the Trailer if it is not repairable or if the CRA elects not to repair it. The property owner is also responsible for loss of use, diminished value, missing equipment, and a reasonable charge to cover administrative expenses connected with any damage claim. The property owner must report all accidents involving the trailer to the CRA and law enforcement within 24 hours of occurrence.

Applicant's Certification:

I have read and understand this application. I hereby submit this application, together with the attached photos and additional supporting documentation for the proposed project. I understand that the City of DeFuniak Springs Community Redevelopment Agency, hereinafter referred to as "Agency," must approve the application. I further understand that if I accept the award, I will comply with all of the requirements contained therein. Grant will ***NOT*** *be awarded until a completed application has been approved by the Agency and the required items from the checklists have been submitted. At the discretion of the Agency, I agree to place a program sign on my property for the duration of the project. I understand the project must be completed within 7 calendar days of grant approval, or the approval shall expire unless appropriate grant extension approvals are secured.*

Stephanie McMinn — *Print Name*

Signature of Applicant

1/26/24 — *Date*

PLEASE READ - GENERAL INFORMATION FOR APPLICANTS ABOUT CRA ELIGIBILITY PARAMETERS, LIMITATIONS and REQUIREMENTS

Eligible Improvements: Eligible projects must be for site Improvements to a parcel(s) that are visible (street facing) portions of the site. The program can only be used once per 12 months per parcel.

Examples of typical debris and items include (this list is not exhaustive):	**Requirements:**
• Vegetation/landscaping clippings • White goods • Construction materials	• Improvements **MUST** be visible from the district / corridor • Improvements **MUST** be completed within seven calendar days of project approval • Tenants **MUST** have property owner's approval to implement the project (Property Owner Consent Form) •

Program cannot be used for the following:

- Business operations
- New construction: New building construction
-
- Hazardous material disposal, including but not limited to the following:
    - Tires
    - Shingles
    - Anti-freeze
    - Batteries
    - Brake Fluid
    - Engine Degreaser
    - Fertilizers
    - Furniture Polish
    - Insecticides
    - Paint/Thinners/Strippers
    - Pesticides
    - Pool Chemicals
    - Solvents
    - Spot Removers
    - Stale Gasoline
    - Used Oil
    - Motors, Transmissions, or any oily parts

Stephanie McMinn — *Print Name*

Signature of Applicant

1/26/24 — *Date*






LOGAN



ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 1/21/2026

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

AGENCY	PHONE (A/C, No, Ext): (850) 502-4260	COMPANY
Fuller Insurance LLC 4821 US Highway 98 W Suite 103 Santa Rosa Beach FL 32459	FAX (A/C, No):	SCOTTSDALE INS CO
	E-MAIL ADDRESS: chris@fuller.insure	
	CODE: SUB CODE:	
	AGENCY CUSTOMER ID #:	

INSURED	LOAN NUMBER	POLICY NUMBER
BeGenerous Inc. PO Box 1378 SANTA ROSA BEACH FL 32459-1321		CPS8226446
	EFFECTIVE DATE: 06/06/2025 — EXPIRATION DATE: 06/06/2026 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

254 CLAY ST
DEFUNIAK SPRINGS WALTON FL 324352624

LOC: 1 BLDG: 1 - [redacted] DEFUNIAK SPRINGS WALTON FL 324352624 Dwelling - Lessors Risk Operation Description : Dwelling - Lessors Risk

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

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Dwelling	297250	1000
Business Personal Property	30000	1000
Mine Subsidence	0	0

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS		
City of Defuniak Springs, Community Redevelopment Agency 694 Baldwin Avenue Suite 4A Defuniak Springs FL 32435	☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE ☒	LOAN #
		AUTHORIZED REPRESENTATIVE Chris Jayne

ACORD 27 (2016/03)

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Inst. #202400004251 Bk: 3314 Pg: 4536
Page 1 of 2 Recorded: 2/7/2024 12:09 PM
Alex Alford Clerk of Courts, Walton County, Florida
Deputy Clerk HAMON Doc Stmp-D: $3,150.00

Prepared by and return to:
Valerie Brunson
SETCO Services, LLC
770 Baldwin Avenue
DeFuniak Springs, FL 32435
(850) 650-6161
File No DFS-24-1094

Parcel Identification No [redacted]

Documentary Stamp Taxes were collected in the amount of 3,150.00 based on the purchase price of 450,000.00.

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

STATE OF FLORIDA
COUNTY OF WALTON

This indenture made the **5th day of February, 2024** between **John Quinley and Dana Quinley, husband and wife**, whose post office address is **1736 Pleasant Ridge Road, DeFuniak Springs, FL 32435**, Grantors, to **BeGenerous, Inc. a Florida not for profit Corporation**, whose post office address is **PO Box 1378, Santa Rosa Beach, FL 32459,** Grantee:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Walton, Florida, to-wit:

[redacted]

The property is the homestead of the Grantor.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1

Signature: _____

Print name: Valerie Brunson

Address: 770 Baldwin Ave.
DeFuniak Springs, FL 32435

Witness #2

Signature: _____

Print name: Sara Medrano

Address: 770 Baldwin Ave.
DeFuniak Springs, FL 32435

_____
John Quinley

_____
Dana Quinley

STATE OF Florida
COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 5 day of February, 2024, by John Quinley and Dana Quinley, who is known to me or who has produced DL as photo identification.

(AFFIX NOTARY SEAL HERE)

Notary Public State of Florida
Valerie Brunson
My Commission HH 392453
Expires 6/2/2027

_____
Notary Public
Printed Name: Valerie Brunson
My Commission Expires: 6/2/27

Florida

DRIVER LICENSE

USA

CLASS E

4d DLN [redacted]

1 MCMINN

2 STEPHANIE LEE

[redacted]

3 DOB 10/07/1977 15 SEX F

4b EXP 10/07/2027 16 HGT 5'-00"

12 REST B 9a END NONE

DONOR

SAFE DRIVER

4a ISS 10/03/2019

5 DD A832408150021

REPLACED 08/15/2024

Operation of a motor vehicle constitutes consent to any sobriety test required by law.



