#### Florida Board of Professional Engineers

#### UNIFORM COMPLAINT FORM

Please return to:	Florida Board of Professional I 2400 Mahan Drive Tallahassee, Florida 32308	Engineers :				
Type o	r Print	Contact (other than yourself)				
Your Name: James F	inch	Name: Phoenix Construction Services, Inc.				
Address:		Address:				
Lynn Haven		Lynn Haven				
FL (ZIP	) 32444	FL (ZIP) 32444				
Telephone 850-265-42 Business	10 Residence	Telephone				
Your Occupation: Cor	ntractor	•				
	SUBJECT OF COME	PLAINT				
Name: Christopher B	Forehand Engineer and/or Engineering Firm					
Address:	Telephone:_X	<u> </u>				
City: Lynn Haven	State: FL					
Zip: 32444		(if known): 58028				
Have you contacted so Private Attorney (if applicable)	ubject concerning complaint?	Yes   No   Date:				
initiating any actions to legal representative. M	o preserve your civil remedies in Matters, which involve monetary is	Telephone  ay in consulting with an attorney or this matter. The Board cannot be your recovery or questions of restitution for the court with appropriate jurisdiction.				
Witnesses (Please give	full name and address) James F	inch Av. Lynn Haven FL 32444				
Ted Schoppe	Lynn Haven FL 32444	1				
Steven Price P.E. 203	Aberdeen Pkwy. Panama City, FL	32405 850-522-0644				
	Please see other side					

Note: A copy of this form will be sent to the Engineer named in your complaint pursuant to 455.225(1) Florida Statutes.

Please give full details of your complaint. Include facts, details, and dates. Please attach copies of documents, records, correspondence, plans and contracts.

- 1.) There is sworn testimony in open court stating that Christopher Forehand offered a bribe or gift to the City Manager for the City of Lynn Haven, Michael White. The City Manager had influence over the awarding of projects and the approval of invoices for Panhandle Engineering, which is partially owned by Chris Forehand. This is in violation of FAC 61G15-19.001.6.e.
- 2.) There are sworn statements that Chris Forehand illegally influenced the award of a contract so that work would be awarded to Tetra-Tech by the City of Lynn Haven. Chris Forehand had a business relationship with Tetra Tech that was unknown to the City. This is in violation of FAC 61G15-19.001.6.f.
- 3.) There is a sworn statement that Chris Forehand illegally influenced officials of the City of Lynn Haven and the City itself in the disposition of their insurance claims after Hurricane Michael hit Bay County in 2018. Chris Forehand had been asked to influence these parties in selecting a public insurance adjuster, in return for which he would receive a portion of the proceeds from the public insurance adjuster's fee. Forehand has an immunity agreement with the FBI to protect him from prosecution for crimes committed against the City of Lynn Haven pertaining to the issue. This is in violation of FAC 61G15-19.001.6.f.
- 4.) Panhandle Engineering had contracted with Phoenix Construction Services to perform work for the City of Lynn Haven under Design/Build contracts. Despite this existing business relationship, Chris Forehand colluded with City of Lynn Haven City Manager (Vickie Gainer) to illegally re-write the City's prequalification requirements so that Phoenix was excluded from bidding on City projects, despite Phoenix being prequalified by FDOT for the work classes being contemplated by the bids. This is in violation of Florida Statutes 255.20.1.a.

Supporting documents from the Lynn Haven corruption cases that were prosecuted by the Northern District of Florida in Tallahassee in October 2023 are attached.

Florida Statutes 837.06, False Official Statements: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

Signature (required to file complaint)

Data

# **COMPLAINT PARAGRAPH 1 SUPPORTING DOCUMENTS**

Excerpt from Transcript of Jury Trial Proceedings in Case No. 5:20cr38
Testimony of Michael White
Northern District of Florida
Tallahassee, Florida
October 25, 2023

- 1 A. Got in trouble?
- 2 Q. Yeah. In other words, you got indicted by the
- 3 United States Government. The U.S. Attorney's Office at this
- 4 table over here charged you with some criminal conduct while you
- 5 | had been the city manager?
- 6 A. Yes. We just discussed that.
- 7 Q. Now, do you remember this gentleman, Mr. Forehand?
- 8 A. Yes, sir.
- 9 Q. Didn't he give you some cash?
- 10 A. Yes, sir, he did. He gave me a Christmas gift one year.
- 11 Q. Well, he gave you cash, and he took you outside and said,
- 12 Come on outside. I want you to meet with me, and I'm going to
- 13 | slip you some cash. Correct?
- 14 A. No, he did not say that.
- 15 Q. Well, where was it done?
- 16 A. It was done in a truck, and I didn't know nothing about it.
- 17 Q. Okay. Well, let's kind of start over about that.
- You were at an event, weren't you?
- 19 A. No, I wasn't at an event.
- 20 Q. He just stopped by?
- 21 A. Yes.
- 22 Q. And he said he wanted to see you?
- 23 A. He told me to come outside.
- Q. Okay. So you go outside, and you get in his truck?
- 25 A. Yes, sir.

- 1 Q. Okay. And then he hands you an envelope?
- 2 A. Yes, sir.
- 3 Q. And you open it up.
- What's in it?
- 5 A. I think a couple thousand dollars.
- 6 Q. No, no. You told the government it was close to 3,500,
- 7 | didn't you?
- 8 A. I can't remember.
- 9 Q. Okay. How was it? Hundred dollar bills? Twenties?
- 10 Fifties?
- 11 A. I can't remember.
- 12 Q. But it was cash?
- 13 A. Yes, sir. I said that.
- 14 Q. Okay. And why is Mr. Forehand, who is one of the city
- 15 engineers, handing you cash?
- 16 A. You would have to ask him that.
- 17 Q. Well, what did you say? I don't want it? You and I do
- 18 business together? I'm a city manager? I can't take cash from
- 19 you because you are the engineer, and you decide my products?
- 20 Did you say that?
- 21 A. Nope.
- 22 Q. Okay. And why was he handing you cash in the truck?
- 23 A. He -- once again, sir, you would have to ask him.
- 24 Q. Well, didn't you say to the government that it was a
- 25 Christmas present?

- 1 A. That's what I just said to you awhile ago.
- 2 Q. Okay. So it wasn't a check. It didn't say, Merry
- 3 Christmas. It didn't say anything like that. It was just an
- 4 envelope full of cash; correct?
- 5 A. Correct.
- 6 Q. Okay. And you kept it?
- 7 A. Yes, sir, I did.
- 8 Q. Did you report it to anybody in the City? You know,
- 9 Mr. Forehand, who is the city engineer --
- 10 A. No, sir.
- 11 Q. -- give gave me some cash in the truck. I don't think
- 12 that's right. Did you ever say that?
- 13 A. I said no, sir.
- 14 Q. Okay. That wasn't the first time you've taken cash, was
- 15 it?
- 16 A. I can't remember.
- 17 Q. Okay. Well, didn't you have some agreement that you've
- 18 | told the government about here on direct examination that you
- 19 | got about \$3,500 worth of cash?
- 20 A. 3,500?
- 21 Q. \$35,000? I'm sorry.
- 22 A. Yes, sir, I did.
- 23 Q. Okay. How did you get that cash?
- 24 A. Gift.
- 25 Q. How did the gift come to you?

# **COMPLAINT PARAGRAPH 2 SUPPORTING DOCUMENTS**

Excerpt from Form FD-302a Interview of Michael White Conducted by FBI December 12, 2019 was the first hauler to arrive in Lynn Haven and begin cleaning up. When Ashbritt arrived, they divided the city. The city operated vegetative DMS sites at the Sports Complex, Kinsaul Park, Cain Griffin Park which were manned by Crowder Gulf and one on Alan Spikes property manned by Ashbritt. All of the city's construction and demolition (C&D) material went to GAC.

At the time of first Christmas after White became the city manager for Lynn Haven, Chris Forehand asked White to get into Forehand's truck. Forehand handed White an envelope with cash in it. The envelope contained \$3,000 - \$5,000 in it. Forehand told White that he (White) was under appreciated. White had not asked for the money. White asked Forehand "what is this for?" Forehand told him it was "a Christmas present".

White is aware of the Boy Scout property being sold to Allen Bense and Derwin White. Joel Schubert sold a lot of city properties in order to get the city in better financial condition and in order to buy better properties. Bense and Derwin White had put in a bid of \$200,000 for the property and got it.

Schubert also handled the BCC contract. The city use to handle both the residential and commercial trash pickup for Lynn Haven. The city farmed out the commercial side. BCC would bill the city while the city continued to bill the commercial customers. The city had 3-4 residential one-arm bandits and one old slinger truck it used to pick up trash. The city maintained 4-5 knuckle boom trucks as well. The city could not keep drivers and the trucks were always breaking down. A decision was made to go outside for the commercial trash pickup.

The city was looking at doing a side of the road cleaning project. The project was to clean 112 miles of road in Lynn Haven. The project was going to be bid out. The cost of the project was going to be submitted to FEMA for reimbursement.

White bought some property from Jim Solnina. White was going to move his stuff from the farm to the property. White did not have the room (and the HOA would not allow) to keep his stuff (cars, equipment, etc.) at his house in County Club. He needed a place to store it. Albritton did all the paperwork at no charge. When White lost his job at Lynn Haven, Solnina purchased the property back.

# **COMPLAINT PARAGRAPH 2 SUPPORTING DOCUMENTS**

Excerpt from Form FD-302a Interview of Michael White Conducted by FBI December 12, 2019 employees' personal residences. White did this to help the city employees because they were having to work long hours and he did not want the personal effects of the employees at their homes getting ruined. White never directed any city employee to work at the mayor's house.

Mickey White gave White a couple pair of boots. One pair was used and White estimates they were worth \$300 - \$400. The second pair of boots were from a trip Mickey White had gone on. White estimates that pair of boots were worth approximately \$200.

The city received a number of packages from different claims adjustors wanting the city's business. World Claim Adjustors was one of the adjustors seeking the city's business. Chris Forehand was pushing World Claim hard. After the city selected and signed with World Claim, Forehand told White that "I got you on this." Forehand explained that DeeDee Rowan was getting one half of everything she was bringing in for World Claim. Rowan was splitting what she was making with Forehand. Forehand told White that he was going to give White some of the money he (Forehand) was to receive from Rowan. White was needing an adjustor for his personal residence and farm. White asked Forehand if he thought that World Claim could help White, the mayor and Dan Russell. World Claim helped all three. World Claim sent White a bill for \$10,000. The invoice amount of \$10,000 was marked through, there were initials next to the mark and zero dollars was shown as the amount due. White told both the mayor and Dan Russell that World Claim was going to help them with their insurance claims at no cost. With regard to the invoices that White submitted to World Claim to be used, White prepared the invoices himself and made them appear as if they had come from ECS.

The city selected Tetra Tech to be the city's consultant on the submission of claims to FEMA. The city put out an RFP regarding the services and awarded the contract based on the selection committee's scoring. Vicki Gainer and Kelly Battistti who were on the selection committee with White were told that the city wanted to use Tetra Tech based on Chris Forehand's recommendation. A review of the committee members' score sheets reflect scores that ensured Tetra Tech received the highest scores and would be award the contract. White did not know that Forehand was employing the monitors Tetra Tech was using to monitor the City of Lynn Haven on the city's monitoring contract.

# **COMPLAINT PARAGRAPH 2 SUPPORTING DOCUMENTS**

Excerpt from Form FD-302a Interview of Adam Albritton Conducted by FBI September 10, 2021 FD-302 (Rev. 5-8-10)

#### -1 of 9-

# OFFICIAL RECORD Document participants have digitally signed All signatures have been verified by a certified FRI information system.

#### FEDERAL BUREAU OF INVESTIGATION

Date of entry 10/12/2021

On September 10, 2021, JOSEPH ADAM ALBRITTON was interviewed at the Federal Bureau of Investigation (FBI) in Panama City, Florida, by Special Agents (SA) Lawrence P. Borghini and Daniel A. Crecelius. Present with Albritton were his attorney's Jim Parkman and Suzanne Norman. The interview was conducted pursuant to a proffer agreement executed between Albritton and the government. Also present for the interview were United States Attorney Jason Coody and Assistant United States Attorneys (AUSA) Stephen Kunz and Andrew Grogan. Albritton was aware of the identity of the interviewing agent and nature of the interview, he thereafter provided the following information:

Albritton advised that after Hurricane Michael, Chris Forehand was working for Tetra Tech and the City of Lynn Haven (hereafter "Lynn Haven"). Lynn Haven had a contract in place with Tetra Tech for debris monitoring. Lynn Haven did not have a contract in place for FEMA consulting and was looking to negotiate a consulting contract for assistance with FEMA reimbursement and projects.

Lynn Haven City Manager Michael White, Forehand and Ralph Natale (from Tetra Tech) initially wanted to piggyback off of Walton County's contract with Tetra Tech. Albritton reached out to Walton County to get more information. Albritton determined that although a state rule allowed Lynn Haven to do that, the Feds did not. Albritton informed Michael White and Natale of what he had learned. Albritton researched the matter with FEMA and Lynn Haven moved to the bid process. Forehand provided Albritton with a generic bid form that Forehand had obtained from Tetra Tech.

In October 2018, Albritton and Kelli Tram worked on putting

Invest	igation on	09/10/2021	at	Panama	City,	Florida,	United	States	(In	Person)	
File#	194B-3	JK-2982729								Date drafted	09/12/2021
hv E	BORGHIN	I LAWRENCE	Ρ.	CRECELIU	S DAN	IEL AUSTI	N				

together a bid. The bid was to close three (3) days after being put out. Lynn Haven went through their normal means of advertising for the bid. Albritton and Tram Googled and call companies in the consulting business for this type of work, as well as contacted 5-7 companies that Natale provided, to ensure that they were aware of Lynn Haven's bid package.

Jay Moody contacted a firm in his network and invited them to bid. Moody and Michael White talked to an individual in that firm about the bid package. The individual was going to fly to Lynn Haven to discuss his company's qualifications with Lynn Haven. The bid only being open for three (3) days became a concern. Albritton spoke with Panama City's city attorney Neven Zimmerman. Panama City had determined that it was not an emergency and extended their bid closing date. Vickie Gainer extended Lynn Haven's bid from three (3) days to ten (10) days to make sure it complied with the procurement process.

Albritton and Moody talked about how awkward it was that everyone was assuming that Tetra Tech was going to be awarded the bid. Michael White liked the company that Moody was recommending. Moody was skeptical because if Lynn Haven selected that company, they would be going against Forehand.

Albritton recalls being in the trailer with Michael White, Moody and Forehand when Michael White told Forehand that he (Michael White) was going with the consulting firm Moody was recommending. Forehand asked Michael White to step outside the trailer. After about five minutes, Albritton left the trailer and went to the tent outside the trailer where drinks and snacks were available. Albritton witnessed Michael White and Forehand engaged in a discussion. As Albritton passed the two, Forehand was asking Michael White to reconsider his discussion. Albritton heard Forehand say, "I've helped you get here, and I am going to help get you a raise." While getting items from the tent, Albritton tried to pay attention to what else was being said. The two eventually returned to the trailer and Michael White advised that Lynn Haven would be going with Tetra Tech. Kelly Battistini,

Vickie Gainer and Michael White reviewed and ranked the bids submitted. Tetra Tech was ranked the highest and awarded the bid.

Albritton was talking with FEMA about the contract to be used with the consultant and the FEMA regulations. Two conditions that FEMA regulations specified were that 1.) the bid needed to solicit minority owned businesses, and 2.) that the company awarded the bid would attempt to use minority owned businesses as sub-contractors. The bid was awarded in October 2018, but the contract was not signed until January 2019. Albritton could not say with certainty that Lynn Haven had reached out to minority owned businesses regarding the bid.

In December 2018, Albritton spoke with Michael White about his concern. The issue was later discussed with Tetra Tech's John Buri at Panhandle Engineering's office. It was brought up that a lot of times, the Chamber of Commerce picks up and puts out the requests for bids to its members. Forehand volunteered to call the Chamber of Commerce to see if they picked up and ran Lynn Haven's bid package. Forehand claimed he contacted a member of the Chamber of Commerce and they said they saw the bid. Albritton recommended that Lynn Haven award a 90-day contract for consulting services and then re-bid the contract for FEMA consulting services. Albritton asked John Buri what he thought, and he was fine with Albritton's recommendation. Albritton wanted the matter presented to the City Commission.

Albritton never saw anything from the Chamber of Commence on whether Lynn Haven's bid had been picked up and put out by the Chamber. In December 2018, Albritton reiterated his concerns about the Chamber of Commerce in emails and advised he never received any proof or follow up about whether the FEMA regulations had been met. Albritton again advised the safest way for Lynn Haven to proceed was to execute a 90-day temporary contract and re-bid the contract. Michael White denied Albritton's request.

In December 2018, Forehand sent a text to Albritton regarding the contract. The text stated, "kids need shoes for Christmas". Albritton advised that there is going to be a memo that stated he spoke with someone at the Chamber of Commerce but advised that what really happened Forehand called someone at the Chamber of Commerce to affirm that FEMA regulations regarding the minority owned business requirements were met for the bid. The contract with Tetra Tech was eventually approved by Lynn Haven's City Commission. John Buri was asked if the Chamber of Commerce disseminating the bid met the FEMA requirement. Buri stated if the Chamber did that, then Lynn Haven was good to go as far as meeting the FEMA requirement.

Lynn Haven's FEMA representative at the time was Annie Ford and the person Albritton had contacted regarding the matter. Forehand rented space to Tetra Tech. Albritton believes Tetra Tech used Forehand and Panhandle Engineering for assessing and documenting the damage to Lynn Haven's city properties and engineering projects.

Tetra Tech also received Callaway and Springfield's business. Forehand implied that he got Tetra Tech Callaway's business and bragged about getting Tetra Tech Springfield's business. Eddie Cook is Callaway's City Manager. The City of Callaway used Ashbritt to clean up debris after Hurricane Michael. Derwin White provided Cook with a camper.

Albritton stated that approximately eight to ten months before he became Lynn Haven's city attorney, he was asked to lunch at Smitty's by Michael White and Forehand. Albritton was told that Rob Jackson was getting fired and they wanted to know if Albritton was interested in the position. The first time Albritton believes he met Michael White and Chris Forehand was at a men's social function.

A few months later, Albritton met and had lunch with Lynn Haven's Mayor Margo Anderson at the Olive Garden. Anderson stated that she was not happy with Rob Jackson. Anderson was upset about Commissioner Rodney Friend. Albritton recalls the conversation at lunch involved general discussion and Anderson's daughter.

Albritton was eventually contacted by Michael White and told that

# **COMPLAINT PARAGRAPH 3 SUPPORTING DOCUMENTS**

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### **COMPLAINT PARAGRAPH 3 SUPPORTING DOCUMENTS**

Immunity Agreement Christopher Forehand / U.S. Department of Justice March 29, 2022



#### U. S. Department of Justice

Jason R. Coody United States Attorney Northern District of Florida

III North Adams Street, Fourth Floor Tallahassee, FL 32301-1841 Telephone (850) 942-8430 Fax (850) 942-8424 21 East Garden Street, Sulte 300 Pensacola. FL 32502-5675 Telephone (850)444-4000 Fax (850)434-9050 300 East University Avenue, Suite 310 Gainesville, FL 32601-3330 Telephone (352) 378-0996 Fax (352) 338-7981

Mailing Address: 401 SE 1ª Avenue, Suite 211 Gainesville, FL 32601-3330

Please Reply to Tallahassee

SENT BY EMAIL

March 29, 2022

Mr. David L. McGee, Esquire 501 Commendencia Street #1 Pensacola, Florida 32502

Re: Interview of Witness Christopher Forehand

Dear Mr. McGee:

The government is investigating allegations of criminal wrongdoing involving fraud in the selection of WorldClaim public adjusters by the City of Lynn Haven ("The City") to assist in the adjustment of its claim(s) with insurance companies concerning losses that the City incurred on October 10, 2018, associated with Hurricane Michael. The government believes that Christopher Forehand has information relevant to this investigation. This letter confirms that the government presently views Mr. Forehand's status as that of a witness. Accordingly, the government seeks to interview Mr. Forehand regarding his knowledge of the facts underlying this matter. We have agreed that the interview will take place on March 30, 2021, at 9:00 am (CDT), and will be conducted by the office of the Federal Bureau of Investigation, Panama City, Florida, by agents of the Federal Bureau of Investigation ("the interview"). Attorneys for the government may also attend all or part of the interview.

With respect to the interview, it is agreed between us, as reflected by the signatures below, that the following will apply:

(1) Christopher Forehand is required to provide a completely truthful and forthright statement and to disclose all relevant information, including producing any and all books, papers, documents, and other objects in his possession or control.



- (2) The government agrees to provide "use immunity" to Christopher Forehand as to all statements made and/or information provided at the interview. Specifically, the government will not offer in evidence during its case-in-chief, or in aggravation of Christopher Forehand's sentence (in accordance with USSG §1B1.8), any statements made and/or information provided by him at the interview, or any information directly or indirectly derived from that interview, except as noted below.
- (3) The government may use any statements made and/or information provided by Christopher Forehand at the proffer in a prosecution for false statement, obstruction of justice, or perjury arising from statements made by him during or after the interview.
- (4) In the event Christopher Forehand offers testimony in any legal proceeding, or otherwise presents a position, which is materially different from, or contrary to, statements made and/or information provided during the interview, the government may use the statements made and/or information provided during cross-examination of Christopher Forehand, and to otherwise impeach, rebut, and contradict that testimony or position.
- (5) This agreement is limited to the statements made and/or information provided by Christopher Forehand at the interview, and does not apply to any oral, written, or recorded statements made by Christopher Forehand at any other time.
- (6) This agreement embodies the entirety of the agreement related to the interview. No other promises or understandings exist between Christopher Forehand and the government concerning the interview.

Sincerely,

JASON R. COODY United States Attorney

STEPHEN M. KUNZ

Assistant United States Attorney

AGREED

Christopher Forehand

David L. McGec, Esquird

Attorney for Christopher Forehand

3/29/22

Date

# **COMPLAINT PARAGRAPH 4 SUPPORTING DOCUMENTS**

City of Lynn Haven Legislative Roadway Repairs 2021 Notice to Receive Bids (Original) June 28, 2021 Bid Date

#### NOTICE TO RECEIVE SEALED BIDS

The City of Lynn Haven, Florida, will receive sealed bids from any qualified person, company or corporation interested in constructing the following project:

#### CITY OF LYNN HAVEN LEGISLATIVE ROADWAY REPAIRS 2021 PE FILE #150011

The project includes roadway paving improvements for approximately 4.59 miles. The roads to be improved are: Alabama Avenue, Mowat School Road, 25<sup>th</sup> Street, Illinois Avenue, 16<sup>th</sup> Street, Wisconsin Avenue, Iowa Avenue, Aberdeen Parkway, Dundee Lane, Mosley Drive, Minnesota Avenue, and Virginia Avenue.

Plans and specifications can be obtained at Panhandle Engineering, Inc., 600 Ohio Avenue, Lynn Haven, Florida 32444, Phone No. (850) 763-5200. Costs for plans and specifications will be \$50.00 per set and is non-refundable. Checks should be made payable to Panhandle Engineering, Inc. All questions shall be directed to Chris Forehand, P.E., cbf@panhandleengineering.com.

To ensure consistent distribution of Addendums and clarifications, only registered <u>Bid Set Holders</u> who received Bid Documents <u>directly</u> from Panhandle Engineering, Inc. are authorized to submit bids on this project.

There will be a Mandatory pre-bid meeting which will be held on **June 17**, **2021** at **10:30 AM**, Local Time at the office of Panhandle Engineering, located at 600 Ohio Avenue, Lynn Haven, Florida 32444. All Bidders shall attend and arrive on-time for the pre-bid meeting. Only bidders in attendance of the Mandatory pre-bid meeting shall be allowed to bid on the project.

Bids will be received until 2:00 PM, Local Time, June 28, 2021, at the Lynn Haven City Hall, 817 Ohio Avenue, Lynn Haven, Florida 32444, (Temporary City Hall Building next to Sheffield Park), and will be opened and read aloud. ALL BIDS SHOULD BE SEALED AND MARKED "Bid for CITY OF LYNN HAVEN LEGISLATIVE ROADWAY REPAIRS 2021".

All bidders shall be FDOT certified in the following major classes of work:

- 1. Flexible Paving
- 2. Hot Plant Mixed Bituminous Courses
- 3. Drainage
- 4. Grading
- 5. Grassing, Seeding and Sodding
- 6. Pavement Marking
- 7. Roadway Signing

The prime contractor shall self-perform at least 75% of the work with its own labor and equipment.

The person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to a public entity, may not submit a bid on a contract on a public entity for the construction or repair of a public

# **COMPLAINT PARAGRAPH 4 SUPPORTING DOCUMENTS**

City of Lynn Haven Legislative Roadway Repairs 2021 Notice to Receive Bids (Revised) September 8, 2021 Bid Date

#### NOTICE TO RECEIVE SEALED BIDS

The City of Lynn Haven, Florida, will receive sealed bids from any qualified person, company or corporation interested in constructing the following project:

#### CITY OF LYNN HAVEN LEGISLATIVE ROADWAY REPAIRS 2021 PE FILE #150011

The project includes roadway paving improvements for approximately 3.65 miles. The roads to be improved are: Alabama Avenue, Mowat School Road, 25<sup>th</sup> Street, Illinois Avenue, 16<sup>th</sup> Street, Wisconsin Avenue, Iowa Avenue, Aberdeen Parkway, Mosley Drive, Minnesota Avenue, and Virginia Avenue.

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To ensure consistent distribution of Addendums and clarifications, only registered <u>Bid Set Holders</u> who received Bid Documents <u>directly</u> from Panhandle Engineering, Inc. are authorized to submit bids on this project.

There will be no Mandatory pre-bid meeting for this project.

Bids will be received until 2:00 PM, Local Time, September 8, 2021, at the Lynn Haven City Hall, 817 Ohio Avenue, Lynn Haven, Florida 32444, (Temporary City Hall Building next to Sheffield Park), and will be opened and read aloud. ALL BIDS SHOULD BE SEALED AND MARKED "Bid for CITY OF LYNN HAVEN LEGISLATIVE ROADWAY REPAIRS 2021".

All bidders shall be FDOT certified in the following major classes of work:

- 1. Flexible Paving
- 2. Hot Plant Mixed Bituminous Courses
- 3. Drainage
- 4. Grading
- 5. Grassing, Seeding and Sodding
- 6. Pavement Marking
- 7. Roadway Signing

All bidders shall submit the pre-qualification package by **August 26**, **2021** at **5:00 pm** via email to cbf@panhandleengineering.com.

All bidders will be pre-qualified by September 2, 2021, 5:00 pm.

The prime contractor shall perform all paving activities with its own labor and equipment. All bidders shall be pre-qualified to bid prior to submitting a bid. A pre-qualification package may be obtained for review prior to obtaining bid documents.