

**SUGGESTED ~~AMENDED~~ AGENDA**

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA**

**TUESDAY, JANUARY 17, 2023  
6:00 P.M.**

**201 E. GREEN STREET  
TAYLOR COUNTY ADMINISTRATIVE COMPLEX  
OLD POST OFFICE**

**CONFERENCE LINE: 1-917-900-1022  
ACCESS CODE: 32347#**

**THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO  
LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG  
DISTANCE PLAN.**

**When the chairperson opens the meeting for public comment, please follow the below  
instructions:**

**If you wish to speak** please dial \*5. The moderator will unmute your line when it is your turn to  
speak, and notify you by announcing the last 4 digits of your telephone number. Please  
announce your name and address. You will be allowed to speak for 3 minutes.

**NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES  
286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER  
CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE  
MEETING AND 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.**

**ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN  
AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.  
A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED  
ITEM.**



1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF JANUARY 3, 2023.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT A SHORTFALL IN THE GENERAL FUND, SCOP ROAD PROJECT (ASH STREET) FUND, AND THE AIRPORT FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, SCOP ROAD PROJECT (SLAUGHTER ROAD) FUND, SCRAP ROAD PROJECT (SLAUGHTER ROAD) FUND, AND THE AMERICAN RESCUE PLAN ACT FUND, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH UNIVERSITY OF FLORIDA AND FLORIDA SEA GRANT 2023 BUILDING COASTAL STEWARDSHIP FOR TAYLOR COUNTY, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.
9. THE BOARD TO CONSIDER APPROVAL OF A REQUEST FOR PROPOSALS PACKAGE AND ADVERTISEMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LOCAL AGENCY PROGRAM SAFETY IMPROVEMENT PROJECT ALONG BEACH ROAD FROM PERRY TO STEINHATCHEE, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
10. THE BOARD TO CONSIDER APPROVAL OF CASSEAU, HEWITT AND WALPOLE. INC. (CHW) CONSTRUCTION, ENGINEERING AND INSPECTION PROPOSAL FOR THE SLAUGHTER ROAD WIDENING/RESURFACING PROJECT, AS AGENDAED BY THE COUNTY ENGINEER.
11. THE BOARD TO CONSIDER APPROVAL OF THE REMOVAL OF COUNTY INVENTORY ASSETS, AS AGENDAED BY TERESA COPELAND, DTIS DIRECTOR.
12. THE BOARD TO CONSIDER APPROVAL OF 2022/2023 FIXED ASSET DISPOSITION, AS AGENDAED BY THE CLERK OF COURT.

BIDS/PUBLIC HEARINGS:

13. THE BOARD TO RECEIVE BIDS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR SLAUGHTER ROAD WIDENING/RESURFACING PROJECT.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

14. THE BOARD TO CONSIDER APPROVAL OF 2022 FALL E911 RURAL COUNTY MAINTENANCE GRANT AGREEMENT, AS AGENDAED BY DAKOTA CRUCE, 911 COORDINATOR.

COUNTY STAFF ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF FINAL PLAT FOR HERMIT CRAB'S RETREAT SUBDIVISION, AS AGENDAED BY THE COUNTY ENGINEER.
16. THE BOARD TO CONSIDER APPROVAL OF 2023-2024 LEGISLATIVE APPROPRIATIONS PROJECT REQUESTS, AS AGENDAED BY MELODY COX, GRANTS WRITER.
17. THE BOARD TO CONSIDER APPROVAL OF THE FEDERAL AVIATION ADMINISTRATION GRANT PRE-APPLICATION, REQUESTING FUNDING ASSISTANCE FOR THE DESIGN OF SEVEN (7) APRON HIGH MAST LIGHTS AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS WRITER.

COUNTY ADMINISTRATOR ITEMS:

18. THE COUNTY ADMINISTRATOR TO PRESENT THE ANNUAL STATUS REPORT FOR ECONOMIC AD VALOREM TAX EXEMPTION FOR SUPER-PUFFT SNACKS, USA.
19. THE COUNTY ADMINISTRATOR TO DISCUSS RENTING SPACE AT THE GLENN RATLIFF-TAYLOR COUNTY SPORTS COMPLEX FOR FOOD TRUCKS/VENDORS DURING UPCOMING SPORTS TOURNAMENTS.
- 19A. THE BOARD TO DISCUSS THE TAYLOR COUNTY MUD BOGGING ORDINANCE, AS AGENDED BY COMMISSIONER FEAGLE.
20. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
21. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

22. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

**FOR YOUR INFORMATION:**

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

[www.taylorcountygov.com](http://www.taylorcountygov.com)

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

# R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a **SHORTFALL** of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2023, to be **LESS** than the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(15,167)	001-3899010	General Fund-Cash Brought Forward
\$(15,167)	0227-59922	E911 - Sinking Fund/Reserve

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17<sup>th</sup> day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

Represents **designated funding** remaining at FYE '22 to be less than budgeted in FY23

**EMERGENCY 911 FUND**

BEGINNING BALANCE 10/1/21 \$ 36,266.72

RECEIPTS 001-3631150 \$ 19,193.40

911 Access Fee/Local Exch \$ 19,193.40  
Special Disbursement \$ -

EXPENDITURES #0227 \$ (36,793.47)

OPERATING EXPENSE \$ (15,218.31)  
CAPITAL OUTLAY \$ -  
subtotal \$ (15,218.31)

TRANSFER TO SHERIFF - \$ (21,575.16)

Expenditures incurred by Sheriff for  
911 Coordinator (salaries & benefits)  
\*\*transferred out of sinking fund into other 911 accounts\*

**ENDING BALANCE 9/30/2022** \$ 18,666.65 (\*) → actual CF @ 9/30/22

(This balance does not include 911 Wireless/State or 911 Supplemental Wireless/State funds, which are reported separately)

(\*) This amount is reserved on the balance sheet (001-2470009).

Receipts coincide with State FY 07/01-06/30

DMW  
E911 Fund (dmw 12/29/22)

Budgeted CF = 33,834  
need to reduce FY23  
Budget by  
(15,167)

Unmailed  
Dakota

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a **SHORTFALL** of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2023, to be **LESS** than the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(28,997)	001-3899010	General Fund-Cash Brought Forward
\$(28,997)	0237-59922	911 Wireless Supplemental Funds-Sinking Fund

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17<sup>th</sup> day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

Represents **designated funding** remaining at FYE '22 that was less than budgeted in FY'23 budget

**911 WIRELESS SUPPLEMENTAL GRANT FUNDS**

BEGINNING BALANCE 10/1/21		\$	206,416.14
RECEIPTS	001-3631154	\$	77,940.85
monthly supplemental (12months)		\$	77,940.85
special disbursement		\$	-
special disbursement		\$	-
EXPENDITURES	#0237		
OPERATING		\$	(43,454.61)
TRANSFER TO SHERIFF		\$	-
CAPITAL OUTLAY		\$	(29,898.51)
		\$	<u>(73,353.12)</u>

**ENDING BALANCE 9/30/2022****\$ 211,003.87** \* - Actual CF

① 9/30/22 -

(\*) This amount is reserved on the balance sheet (001-2470019) at FYE.

Budgeted CF = \$240,000

Need to reduce FY23  
budget by (\$28,997)DMW  
911 Wireless Supplemental Grant Funds (dmw 12/29/22)

Unmailed Dakota

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a **SHORTFALL** of monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2023, to be less than the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be transferred from the **GENERAL FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(6,311)	001-3899010	General Fund-Cash Brought Forward
\$(6,311)	0239-59922	911 Wireless State Funds - Sinking Fund

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17<sup>th</sup> day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

Represents **designated funding** remaining at FYE' 22 that was less than budgeted in FY'23 budget



**911 WIRELESS STATE FUNDS**

BEGINNING BALANCE 10/1/21 \$ 26,002.35

RECEIPTS 001-3631152 \$ 68,681.92

Wireless \$ 68,681.92

Prepaid Wireless \$ -

Special Disbursement(s) \$ -

EXPENDITURES #0239

OPERATING \$ (14,575.36)

Transfer to Sheriff \$ (72,822.01)

CAPITAL OUTLAY \$ - \$ (87,397.37)

**ENDING BALANCE 9/30/2022**

**\$ 7,286.90**

- Actual CF  
@ 9/30/22

(\*) This amount is reserved on the balance sheet (001-2470023) at FYE.

Budgeted CF = 13,597

(includes wireless and prepaid wireless - July thru June) \*\*

Need to reduce  
FY23 Budget  
By (6,311)

911 Wireless State Funds (dmw 12/28/22)

dmw

Unmailed  
Dakota

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a **SHORTFALL** of monies for a particular purpose which caused the **SCOP ROAD PROJECT (Ash Street) FUND** for the fiscal period ending September 30, 2023, to be **LESS** than the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(23,795)	186-3344905	SCOP Grant - Revenue
\$(23,795)	0358-53401	SCOP Ash Street Contractual Services

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17<sup>th</sup> day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

The actual grant balance remaining at FYE'22 was less than budgeted in FY'23

Ash Street (SCOP) Dept 0358 / Fund 186

BEGINNING BALANCE 10/01/21 \$ 2,146,431.00

REVENUE\*

received \$ 51,795.00 pending A/R

EXPENDITURES \$ (51,795.00)

ENDING BALANCE 09/30/22 \$ 2,094,636.00

- actual grant  
balance @ 9/30/22

\*revenue - don't reflect in ending balance - used for informational purposes only

need to amend  
FY 23 Budget - (23,795)  
Budgeted amt =  
\$2,118,431

emailed Kenneth -  
advised to reduce  
Contractual SVS.

DMW

SCOP Slaughter Road dept 0348 (12/28/22 dmw)

SUNGARD PENTAMATION, INC.  
DATE: 12/29/2022  
TIME: 10:58:24

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: `expldgr.key_orgn='0358'`  
ACCOUNTING PERIOD: 3/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT  
TOTALLED ON: FUND,TOTL/DEPT  
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-186 SCOP - ASH STREET  
FUNCTION-540 TRANSPORTATION  
ACTIVITY-541 ROAD & STREET FACILITIES  
TOTL/DEPT-0358 SCOP - ASH STREET

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	472,000.00	472,000.00	.00	17,706.00	257,029.27	3.75
53401	CONTRACTUAL SERVICES	1,646,231.00	1,646,231.00	.00	.00	1,646,231.00	.00
54902	LEGAL ADVERTISING	200.00	200.00	.00	.00	200.00	.00
	TOTAL SCOP - ASH STREET	2,118,431.00	2,118,431.00	.00	17,706.00	1,903,460.27	.84
	TOTAL SCOP - ASH STREET	2,118,431.00	2,118,431.00	.00	17,706.00	1,903,460.27	.84
TOTAL REPORT		2,118,431.00	2,118,431.00	.00	17,706.00	1,903,460.27	.84

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect a **SHORTFALL** of monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2023, to be **LESS** than the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$(23,663)	003-3899011	Cash Carry Forward - Airport
\$(23,663)	0529-56300	T-HANGAR / Capital-Infrastructure

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17<sup>th</sup> day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

The actual balance of **designated funds** at FYE'22 was less than projected/budgeted in the FY'23 budget

# T-HANGAR CAPITAL - AIRPORT FUND

BEGINNING BALANCE 10/1/21		\$47,455.84
	should have been \$45022.12	-\$2,433.72
FY RECEIPTS	3441015 \$ 18,527.56	\$24,079.58
	3441017 \$ 5,552.02	
FY EXPENDITURES	#0529	-\$28,616.95

ENDING BALANCE 9/30/2022	\$40,484.75 (*)
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(\*) This amount should be reserved on the balance sheet (acct# 003-2470038)  
These funds "carry-forward" each year for use of T-Hangar only.

Thangar Capital AIRPORT FUND (12/28/22 dmw)

Budgeted CF @  
\$64,148

Reduce By (\$23,663)

Capital Infrastructure  
(50300)

**R E S O L U T I O N**

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AMERICAN RESCUE PLAN ACT FUND** for the fiscal period ending September 30, 2023, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **AMERICAN RESCUE PLAN ACT FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$50,000	197-3315102	American Rescue Plan Act
\$50,000	2202-01-59922	LATCF - Sinking Fund / Reserve

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner\_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

_____ Gary Knowles, Clerk-Auditor	_____ Chairman
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**New funds received - Local Assistance & Tribal Consistency Fund (LATCF)**

OMB Approved No. 1505-0276  
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY  
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: Taylor County Board of County Commissioners 201 E. Green Street Perry, Florida 32348	UEI Number: REHMLLBHALS6 Taxpayer Identification Number: 596000879
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$ 100000.00	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund
Total Amount of Federal Funds Obligated: \$ 100000.00 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Rec'd \$ 50,000 (FY22) disbursement DW

Section 605(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund.

Recipient hereby agrees, as a condition to receiving such payment(s) from Treasury, to the terms and conditions attached hereto.

Recipient: Taylor County Board of County Commissioners

DocuSigned by:

Jamie English

A2672CC824D7480...

Authorized Representative: Jamie English

Title: Chairperson

Date signed: 11/29/2022



## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2023, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$4,793	001-3899010	Cash Brought Forward
\$4,793	0281-55201	State Mosquito Control- General Operating Supplies

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17<sup>th</sup> day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

The actual balance of **designated funds** at FYE '22 was more than projected/budgeted in the FY '23 budget

**STATE MOSQUITO CONTROL FUNDS (#0281)**

BEGINNING BALANCE 10/1/21 \$17,243.99

**FY RECEIPTS**

2021 Grant	3356300	\$38,025.37
DOH Funding	3356301	\$0.00
Deferred Rev Receipt		\$0.00

FY EXPENDITURES #0281 (\$40,476.03)

**ENDING BALANCE 9/30/2022** \$14,793.33 (\*)

(\*) This amount is reserved on the balance sheet (001-2470021).  
Remaining funds are carried forward to the following years' budget.

DMW  
State Mosquito Control (dmw 12/15/22)

Budgeted CF = \$10,000

need to amend

Fy23 by \$4,793

Per Lawanda, place  
in Gen. Op  
Supplies  
(55201)

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2023, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$43,750	001-3315110	Fed.Distr.Relief-Dredging
\$43,750	0214-56300	Restore Act/Canal Dredge-Capital/Infrastructure

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles Clerk-Auditor

\_\_\_\_\_  
Chairman

**Grant Balance at FYE'22 was more than budgeted in FY'23**

SUNGARD PENTAMATION, INC.  
DATE: 01/10/2023  
TIME: 16:52:15

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTAI1

SELECTION CRITERIA: exp!edgr.key\_orgn='0214'  
ACCOUNTING PERIOD: 4/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT  
TOTALLED ON: FUND,TOTL/DEPT  
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND  
FUNCTION-520 PUBLIC SAFETY  
ACTIVITY-525 EMERG. DISASTER RELIEF  
TOTL/DEPT-0214 RESTORE ACT/CANAL DREDGE

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	21,528.00	21,528.00	.00	130.00	212.31	.60
53401	CONTRACTUAL SERVICES	48,687.00	48,687.00	.00	.00	48,687.00	.00
56300	CAPITAL/INFRASTRUCTURE	1,154,922.00	1,154,922.00	.00	.00	1,154,922.00	.00
	TOTAL RESTORE ACT/CANAL DREDG	1,225,137.00	1,225,137.00	.00	130.00	1,203,821.31	.01
	TOTAL GENERAL FUND	1,225,137.00	1,225,137.00	.00	130.00	1,203,821.31	.01
TOTAL REPORT		1,225,137.00	1,225,137.00	.00	130.00	1,203,821.31	.01

Amount Budgeted FY23

O.C

1,268,887.00 -  
1,225,137.00 -

000

43,750.00 \*

increase

Put in  
Capital/Infrastructure  
DW

1/10/23

SUNGARD PENTAMATION, INC.  
DATE: 01/10/2023  
TIME: 16:52:57

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: exp!edgr.key\_orgn='0214'  
ACCOUNTING PERIOD: 13/22

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT  
TOTALLED ON: FUND,TOTL/DEPT  
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND  
FUNCTION-520 PUBLIC SAFETY  
ACTIVITY-525 EMERG. DISASTER RELIEF  
TOTL/DEPT-0214 RESTORE ACT/CANAL DREDGE

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	.00	131,528.45	131,528.45	110,212.76	21,315.69	83.79
53401	CONTRACTUAL SERVICES	48,687.00	92,650.00	43,963.00	.00	92,650.00	.00
56300	CAPITAL/INFRASTRUCTURE	1,286,450.00	1,154,921.55	-131,528.45	.00	1,154,921.55	.00
	TOTAL RESTORE ACT/CANAL DREDG	1,335,137.00	1,379,100.00	43,963.00	110,212.76	1,268,887.24	7.99
	TOTAL GENERAL FUND	1,335,137.00	1,379,100.00	43,963.00	110,212.76	1,268,887.24	7.99
	TOTAL REPORT	1,335,137.00	1,379,100.00	43,963.00	110,212.76	1,268,887.24	7.99

Actual Grant  
Balance F/E '22

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2023, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$19,674	001-3590002	Opioid Litigation Settlement
\$19,674	0241-59922	Opioid Litigation Settlement / Sinking Fund Reserve

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

First distribution of **designated funds** received from Opioid Litigation Settlement

# Taylor County Opioid Settlement Payout Projections

	Distributors	Janssen	Teva	CVS	Walgreens	Allergan	Endo*	Walmart^
Year 1	\$ 6,752.49	\$7,037.68	\$4,462.21	\$ 310.35	\$ 448.62	\$ 662.45	\$6,816.85	TBD
Year 2	\$ 5,811.72	\$4,573.31	\$2,931.58	\$2,591.85	\$3,663.46	\$1,295.05		
Year 3	\$ 7,848.13	\$7,314.26	\$ 482.56	\$2,591.85	\$3,663.46	\$1,295.05		
Year 4	\$ 7,848.13	\$8,166.21	\$ 482.56	\$2,591.85	\$3,663.46	\$1,295.05		
Year 5	\$ 7,848.13	\$1,009.30	\$ 482.56	\$2,591.85	\$3,663.46	\$1,295.05		
Year 6	\$10,101.27	\$1,527.18	\$ 788.69	\$3,352.35	\$4,735.08	\$1,505.92		
Year 7	\$11,885.18	\$1,527.18	\$ 788.69	\$3,352.35	\$4,735.08	\$1,505.92		
Year 8	\$11,885.18	\$1,951.92	\$ 788.69	\$3,352.35	\$4,735.08	\$1,505.92		
Year 9	\$11,885.18	\$1,951.92	\$ 788.69	\$3,352.35	\$4,735.08	\$1,505.92		
Year 10	\$ 9,986.29	\$1,951.92	\$ 788.69	\$3,352.35	\$4,735.08	\$1,505.92		
Year 11	\$ 9,986.29		\$ 788.69	\$3,352.35	\$4,735.08	\$1,505.92		
Year 12	\$ 9,986.29		\$ 788.69	\$3,352.35	\$4,735.08			
Year 13	\$ 9,986.29		\$2,421.16	\$3,352.35	\$4,735.08			
Year 14	\$ 9,986.29		\$2,421.16	\$3,352.35	\$4,735.08			
Year 15	\$ 9,986.29		\$2,421.16	\$3,352.35	\$4,735.08			
Year 16	\$ 9,986.29			\$3,352.35	\$4,735.08			
Year 17	\$ 9,986.29			\$3,352.35	\$4,735.08			
Year 18				\$3,352.35	\$4,735.08			
TOTAL	\$161,755.73	\$37,010.88	\$21,625.78	\$54,258.30	\$76,658.50	\$14,878.17	\$6,816.85	

\*Endo filed for bankruptcy in 2022, and all settlement funds are held up pending the outcome of the bankruptcy case. It remains unknown whether Endo settlement funds will ever be paid out to cities and counties.

^The total amount Florida's settlement with Walmart is \$215 million, but estimated payout figures to each subdivision have not yet been calculated.

Rec'd 12/6/22.

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCOP ROAD PROJECT (Slaughter Road) FUND** for the fiscal period ending September 30, 2023, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$109,098	182-3344905	SCOP Grant - Revenue
\$109,098	0348-53401	SCOP Slaughter Road Contractual Services

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17<sup>th</sup> day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

**Balance at FYE'22 not included in FY'23 budget**



Slaughter Road (SCOP) Dept 0348 / Fund 182

BEGINNING BALANCE 10/01/21 \$ 1,091,828.07

REVENUE\*

received \$ -

EXPENDITURES

\$ (675.21)

ENDING BALANCE 09/30/22 \$ 1,091,152.86

→ Actual  
grant Balance  
@ 9/30/22

\*revenue - don't reflect in ending balance - used for informational purposes only

Budgeted  
\$982,054 for FY23  
need to amend by  
\$109,098

emailed Kenneth -  
advised to place  
in contractual  
Svs.

DMW  
SCOP Slaughter Road dept 0348 (12/28/22 dmw)

## R E S O L U T I O N

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SCRAP ROAD PROJECT (Slaughter Rd) FUND** for the fiscal period ending September 30, 2023, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be transferred from the **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2023.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$123,183	181-3344906	SCRAP Grant - Revenue
\$123,183	0347-53401	SCRAP Project/Slaughter Rd Contractual Services

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17<sup>th</sup> day of January, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Gary Knowles, Clerk-Auditor

\_\_\_\_\_  
Chairman

**Balance at FYE'22 not included in FY'23 budget**

Slaughter Road (SCRAP) Dept 0347 / Fund 181

BEGINNING BALANCE 10/01/21 \$ 1,234,240.43

REVENUE\*

received \$ -

EXPENDITURES \$ (763.29)

ENDING BALANCE 09/30/22 \$ 1,233,477.14

- actual ending  
bal @ 9/30/22.

\*revenue - don't reflect in ending balance - used for informational purposes only

Budgeted \$1,110,294  
for FY23 -

Need to amend  
by \$123,183

emailed Kenneth -  
advised to place in  
Contractual SVS -

SCRAP Slaughter Road dept 0347 (12/28/22 dmw)

TOW

# TAYLOR COUNTY BOARD OF COMMISSIONERS WORKSHOP

## County Commission Meeting - Consent Agenda Item

**SUBJECT/TITLE:**


**Sign \$10,000 grant contract with UF and Florida Sea Grant for the project "Building Coastal Stewardship for Taylor County"**

**Meeting Date:**

~~December 5, 2022~~ January 17, 2023

**Statement of Issue:** Approve and sign a \$10,000 reimbursement grant contract with University of Florida and Florida Sea Grant for the 2023 project "Building Coastal Stewardship for Taylor County".

**Recommendation:** Sign Grant Contract

**Fiscal Impact:** \$ 10,000 **Budgeted Expense:** Yes ☐ No ☐ N/A ☐

**Submitted By:** Taylor County Extension

**Contact:** Victor Blanco

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** In 2021 the Florida Department of Environmental Protection (DEP) Opened the Coastal Partnership Initiative (CPI) Grant, and Taylor County BOCC approved on 9/21/2021 the submittal of a proposal for the project "Building Coastal Stewardship for Taylor County". The project did not get funded through FDEP, but they requested Florida Sea Grant (FSG) to fund it. FSG allocated funds from NOAA for the project. Federal funds are disbursed to UF, and UF to FSG, and then to Taylor County BOCC as the project supplier. The goal of the project is to increase coastal stewardship in the county, specifically in the Steinhatchee area. A contract was issued by UF and needs to approval and signature of the BOCC to be executed. Project activities will start January 2023.

**Options:** 1. Approve and sign Contract

2. Deny approval of Contract

**Attachments:** 1. Copy of Contract. - Revised

2. Project proposal approved by BOCC (2021)

3. Correspondence by Conrad Bishop Jr.,  
County Attorney

## **EXHIBIT A**

1. **Scope of Services (Section 1).**

Please reference the attached Scope of Work and Application - Attachment 1

A final progress report (Attachment 2) is due at project completion. Payment of the final invoice will be issued upon receipt and approval of all reports.

2. **Term (Section 2).** The term of this Contract shall begin on 10/1/2022 and terminate on 9/30/2023. The term of this Contract may be extended by University for an additional period of 3 months(s). If University desires to exercise this extension right, it shall so notify Supplier no later than thirty (30) days prior to the date the initial term expires.

3. **Compensation and Payment Schedule (Section 3).**

For acceptable performance of the work described herein, SUPPLIER shall be reimbursed for costs incurred not to exceed **Ten Thousand Dollars \$10,000**, in accordance with the attached Budget, for performance of the scope of work identified in Attachment 1. Additionally, SUPPLIER shall properly document and report on invoices their budgeted cost sharing in the amount of \$10,000. Attachment 3 reports should be included with all invoices.

4. **Notices (Section 4).**

University:

Florida Sea Grant College Program  
2306 Mowry Rd., Bldg. 164  
PO Box 110400  
Gainesville, FL 32611-0400

Attention: Rod Venegas

Phone: (352)294-0759

Cell:

Fax:

Email: rodvenegas@ufl.edu

Supplier:

Taylor County BOCC  
PO Box 620  
Perry, FL 32348

Attention: LaWanda Pemberton

Phone: (850)838-3500

Cell:

Fax:

Email: lpemberton@taylorcountygov.com

**EXHIBIT B**  
**UNIVERSITY OF FLORIDA CONTRACT ADDENDUM**  
**STANDARD TERMS AND CONDITIONS**

**Availability of Funds.** The University's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or the allocation of funds through contractor or grant programs.

**Tax Exempt.** The University of Florida, an agency of the State of Florida, is exempt from State of Florida Sales Tax and Federal Excise Tax. Tax Exempt ID number 85-8012646174C-8.

**Payment.** Supplier shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Supplier is responsible for any taxes due under this Agreement. UF's performance and obligation to pay under the Agreement is contingent upon the State of Florida Legislature's annual appropriation and/or the allocation of funds through contractor or grant programs. UF will make payment in accordance with UF Regulation 6C1-3.022. If UF does not issue payment within 30 days of receipt of a proper invoice, UF will pay to Supplier, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. Suppliers experiencing payment problems may contact the Vendor Ombudsman at (352) 392-1241.

**Relationship of the Parties.** Supplier is an independent contractor, and neither Supplier nor Supplier's employees, agents, or other representatives shall be considered UF employees or agents. It is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract. Supplier shall not use UF's name, trademarks, logos, or marks without UF's prior written approval. Supplier represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Supplier also assumes such risk with respect to the willful or negligent acts or omissions of Supplier's subcontractors or persons otherwise acting or engaged to act at the instance of Supplier in furtherance of Supplier fulfilling Supplier's obligations under the Agreement.

**Confidentiality of Information.** If Supplier is exposed to UF's confidential information, Supplier will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and UF will respond to public records requests without any duty to give Supplier prior notice. This provision shall survive termination of the Agreement.

**General Provisions.** A. Nothing in this Agreement shall be construed as an indemnification of the Supplier by UF or as a waiver of sovereign immunity beyond that

provided in Fla. Stat. §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns. C. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Supplier's employees or grants of exclusivity to Supplier are null and void. D. The University cannot agree to waive trial by jury or any other procedural or substantive right such as the right to a specific type of relief. E. Supplier will have and maintain types and amounts of insurance that at a minimum cover the Supplier's (or subcontractor's) exposure in performing this Agreement. UF is self-insured, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for this Agreement. F. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Alachua County, Florida.

**Sovereign Immunity.** The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any supplier; (ii) be liable for supplier's attorneys' fees under any circumstances; or (iii) binding arbitration or mediation. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

**Payment Card Industry Data Security Standard.** For e-commerce business and/or credit card transactions, Supplier agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard.

**Payment and Invoice Information.** All invoices will need to contain either a UF purchase order number or the 8-digit department ID number of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to [ufl@invoices.corcentric.com](mailto:ufl@invoices.corcentric.com). The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

or

Mail to: UF – Accounts Payable  
PO Box 115350  
971 Elmore Drive  
Gainesville, FL 32611-5350

**Force Majeure.** “Event of Force Majeure” means any strike (except those involving the employees or agents of the party seeking protection of this clause), lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question. Supplier shall give prompt notice to University of Florida of any actual or potential labor dispute which may affect performance of this contract.

**Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University. University and Supplier shall have all remedies afforded each by said law.

**Indemnification.** Remain Silent



**Public Records.** All contract information becomes subject to Florida Public Records law, F.S. Chapter 119. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903, email: [PR-Request@ufl.edu](mailto:PR-Request@ufl.edu), PO Box 113156, Gainesville, FL 32611-3156**

**Travel.** Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with the University's travel policy (<http://www.fufl.edu/directives-and-procedures/travel/>) and Supplier shall be required to provide all back-up documentation required by the policy.

**Conflict of Interest.** Suppliers must disclose the name(s) of any officer, director, or agent who is also an employee of the University of Florida. Further, Supplier must disclose the name of any University of Florida employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Supplier's business.

**State Vendor Lists.** Supplier represents that neither it nor its affiliates is currently on, and for the past 36 months has been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

**Notices.** All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of University or Supplier, as applicable, set forth in Exhibit A, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

**Termination.** UF may terminate this Agreement by giving Supplier prior written notice of termination. UF shall only be liable for payment of services rendered and accepted by UF prior to the date of termination.

**Unilateral Cancellation.** This Contract may be unilaterally canceled by University for refusal by Supplier to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Supplier in conjunction with this Contract.

**Miscellaneous.** This Contract may be modified or altered only by written agreement signed by both University and Supplier. Time is of the essence with respect to this Contract. Supplier shall not assign, transfer, delegate, subcontract, or otherwise dispose

of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.

**Record-Keeping.** Supplier agrees to retain all records relating to this Contract during the term and for a period of \_\_ years thereafter and to make those records available at all reasonable times for inspection and audit by University and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the University's Gainesville campus or other location designated by University upon reasonable notice to Supplier.

# ATTACHMENT 1

## COASTAL PARTNERSHIP INITIATIVE GRANT APPLICATION

<https://floridadep.gov/rcp/fcmp/content/grants>

### A. TITLE PAGE

Project Title: Building Coastal Stewardship for Taylor County

CPI Initiative Priority Area(s): Coastal Resource Stewardship

Applicant Name and Name of Partner Entity (if applicable):

Taylor County Board of County Commissioners (Applicant)

Taylor County School District (partner)

Steinhatchee Project Board (partner)

Official Contact Name: LaWanda Pemberton

Title: County Administrator

Phone: (850) 838-3500

Email Address: lpemberton@taylorcountygov.com

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

201 E. Green St.

Perry, FL 32347

Applicant DUNS/UEI Number: 065887796

Applicant FEIN: 59-6000879

Link to coastal element: \_\_\_\_\_

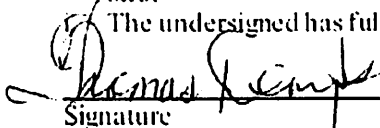
Proposed Project Manager Name: Victor Blanco Email: victorblancomar@ufl.edu

### Certification Statement

"By signing this title page, the undersigned certifies that:

- This application is in all respects fair and submitted in good faith without collusion or fraud;
- If selected through this application process, the recipient will work in good faith and in partnership with the Florida Coastal Management Program to manage its subgrant in a timely and accurate manner;
- Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;
- Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;
- No federal funds will be used as match for funds awarded as a result of this application process;
- The applicant local government's adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.;
- [If construction is proposed] The applicant submitted a completed NOAA 306A questionnaire, supplied the required attachments, conducted preliminary consultation with appropriate federal, state, regional and local regulatory agencies and has permits and approvals regarding any construction proposed in the application and has documented the results of the consultation in the Project Description section of the Work Plan;**
- [If construction projects, habitat restoration or invasive species removal are proposed] The property on which these activities will take place is owned or leased by the applicant or the applicant holds a sufficient easement; detailed means methods and best management practices to be used for the project and;**

The undersigned has full authority to bind the applicant."

  
Signature

Thomas Demps - Chairman  
Name & Title

9/21/2021  
Date

If applicant is a Florida college, community college, state university, regional planning council, national estuary program or non-profit group, include the signature, name, and title of contact for partnering entity; the name of the eligible county or city partner; and the date.

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
County or City Partner Entity

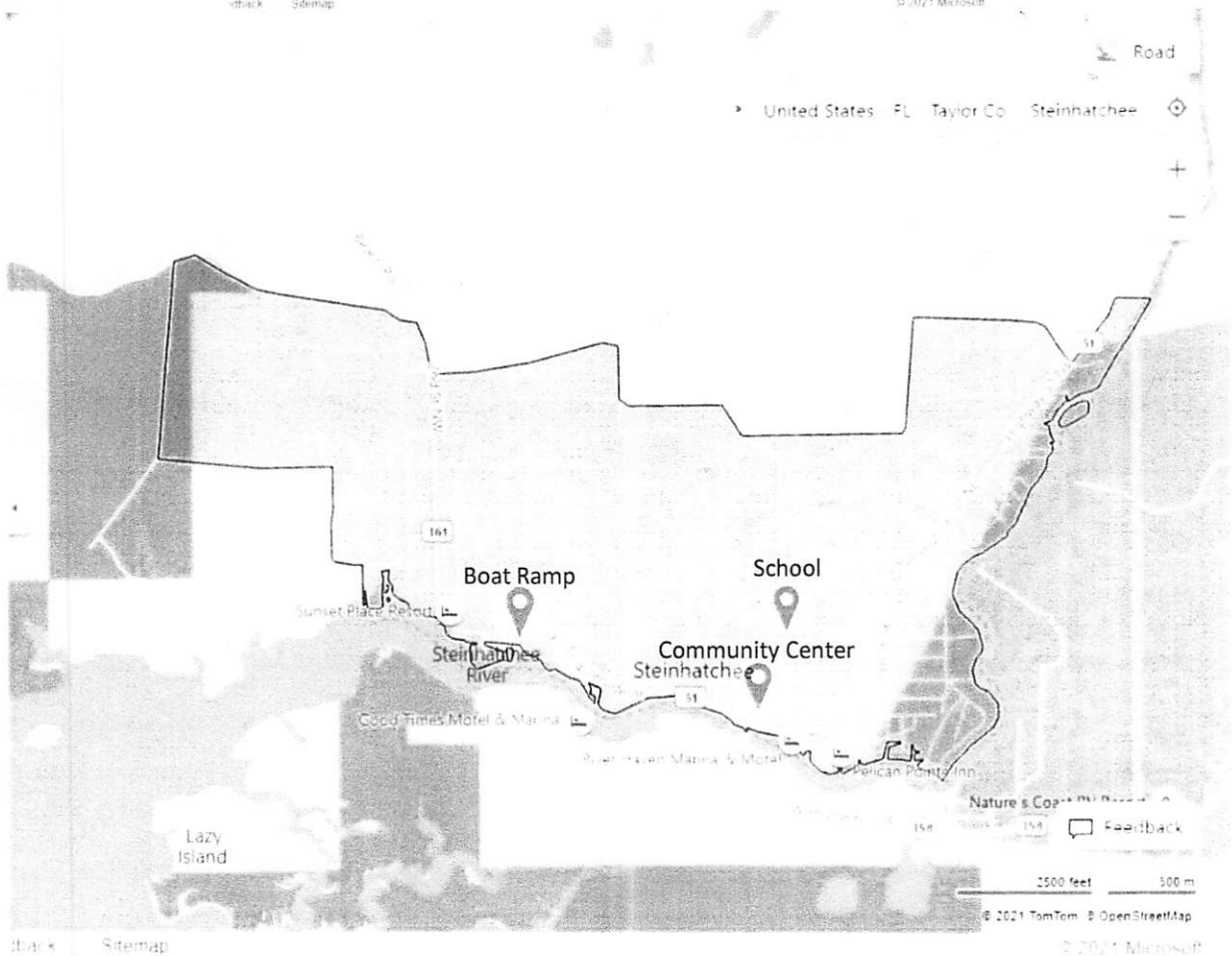
\_\_\_\_\_  
Date

**COASTAL PARTNERSHIP INITIATIVE GRANT APPLICATION**

<https://floridadep.gov/rcp/fcmp/content/grants>

**B. PROJECT LOCATION MAP.**

**(10 pts.)\***



## COASTAL PARTNERSHIP INITIATIVE GRANT APPLICATION

<https://floridadep.gov/rcp/fcmp/content/grants>

### C. WORK PLAN (Expand text boxes as needed, keeping within the 10-page Work Plan limit)

This section describes the project and cannot exceed 10 single sided pages or 5 double sided pages. If letters of support or other materials are submitted to address the Work Plan components below, these items will count toward the maximum 10 pages of the application Work Plan; any additional pages or Appendices will be discarded and not considered in the evaluation of the application. The Title Page, Location Map, Budget and Budget Narrative do not count toward the 10-page limit of the Work Plan.

#### 1. PROJECT DESCRIPTION.

##### a. Describe in detail the activity or work to be conducted; include project location information. (15 pts.)

The county will coordinate a series of training seminars and workshops; install habitat and coastal stewardship signage; identify and remove invasive, non-native plant species; and plant "Florida Friendly" native vegetation.

The Taylor County Coastal Stewardship Program includes a series of indoor and outdoor activities in which County students and teachers (Taylor County Middle School, Steinhatchee School, Point of Grace, Taylor County 4-H) and parents, as well as residents related to tourism activities (like boat charter captains) move toward an increased awareness and knowledge of our coastal ecosystems so they can become stewards of them. The overall goal of this program is to create a deep and lasting relationship between participants and our local coastal environments which support most of the community's economy. As participants move through the Coastal Stewardship Program, they begin to take on active roles in protecting our coast.

School students develop their understanding of current issues facing the health of our estuarine and ocean habitats and collaborate in civic engagement projects through a school year project related to coastal systems and natural disasters, climate change and sea level rise, sustainable use of coastal resources, marine debris, water quality, among others. These projects foster coastal stewardship behaviors by allowing students to address an existing climate or ocean-related issue in the community.

Participants gather, calculate, and analyze data revealing the effect of their actions on the coast and ocean. Leadership and project management skills develop as students evaluate their impact, effectively executing their coastal stewardship vision.

Each year school students immerse themselves in the Taylor County estuary during the Coastal Stewardship summer camp, with hands-on educational experiences, including guided nature walks, lessons in stream ecology, and Systems Thinking discussions and activities.

**Training seminars and workshops:** at least two (2) workshops will be planned and hosted. One directly about coastal invasive plant species and their control, and the second one about coastal conservation. Both workshops will be at least 8 hours long and include indoor and outdoor activities. Agriculture and marine resources extension professionals from the County will deliver these trainings, which will be mainly focused on adults and with the goal to promote entrepreneurship in an environmental economy. Training workshops will take place at a Taylor County School, County Extension Office or the Steinhatchee Community Center.

**Install habitat and coastal stewardship signage:** At least eight (8) signage about natural and panoramic assets like the Steinhatchee river, oyster bars, marshes, seagrass flats, and the resources in them (like the Steinhatchee bridge, manatees, navigation and waterway markers, sea trout, red drums, scallops, etc.), will be placed in public places. One of the school projects is to create content about these assets that might be hosted on the Website and visitors can access them through a QR code. Content might include text, images, videos, audio, among other communicational means.

**Identify and remove invasive, non-native plant species and plant "Florida Friendly" native vegetation:** Unfamiliarity with non-native plants in becoming a common issue along most Florida's coast. To build the capacities to identify and plan to remove these non-native plants is important among residents, and especially on landscapers in coastal areas. This activity will undergo at least one non-native plant identification course, one field survey to identify problematic areas in the Steinhatchee coastal area, and one removal activity. After removal, the area will be replanted with "Florida Friendly" native vegetation, and information material will be distributed among residents using different communication means.

**School stewardship project:** The Taylor County Middle School, Steinhatchee School and Point of Grace School will select, plan and execute one stewardship project. The areas for the project may include watershed and river flooding, building a resilience coastal community, coastal wetland protection (marshes and or seagrass), friendly fishing practices, Steinhatchee environmental educational trail, among many others. The goal is to get the whole school involved, including parents and staff, and build a solid school year project that

## COASTAL PARTNERSHIP INITIATIVE GRANT APPLICATION

<https://floridadep.gov/rcp/fcmp/content/grants>

addresses a local topic, and finds solutions for it, creating awareness on its way.

**Youth Coastal Stewardship Summer Camp:** The goal is to have a one-week Summer camp with hands-on activities to get youth more involved with their natural surroundings. The camp will include increase knowledge on natural aspects (environment, fauna and flora) of the upper Steinhatchee river, the estuarine zone, and the coastal zone. The activities will include a role play activity about them running a business in their community (marina, charter boat, hotel, nature guide, etc.), while promoting and developing skills like leadership, teamwork, planning, critical thinking, the use of technological tools, and basic finances.

- b. Describe specific project objectives, tasks, and deliverables and related timelines for each. Objectives and tasks should clearly relate to the project description.

(20 pts.)

### Objectives:

- Gain love and respect for nature
- Demonstrate ability to learn outdoors safely while having fun
- Learn to live WITH nature and become an environmental steward
- Experience the beauty of Taylor County's local coast
- Integrate the next generation science standards in hands-on learning

### Task

- School project planning and delivery (August 2022 – May 2023)
- Stewardship project showcased in local event (Fiddlers Crab Festival Parade) (February – April 2023)
- Workshop on native and non-native coastal plants (September 2022)
- Workshop on Taylor County coastal habitats (riverine, estuary and marshes, coastal-marine and seagrasses) (October 2022 )
- Workshop on coastal-related careers, coastal economy and entrepreneurship (February 2023)
- Design and install eight stewardship signages (January-March 2023)
- Plan and execute a youth coastal summer camp (June 2023)

### Deliverables

- Non-native coastal plants site identified and cleared, and Florida Friendly vegetation planted.
- Workshop and field visit report to riverine, estuarine and coastal-marine ecosystems.
- School project final report
- Eight (8) stewardship signages installed in strategic locations.
- Website hosting detailed signage information
- Youth coastal summer camp report.
- Grant project final report (accomplishments and impacts).

## 2. PROJECT NEED AND BENEFIT

- a. Explain the demonstrated need, which the project addresses.

(25 pts.)

Taylor County is a county located in the Big Bend region in the northern part of the U.S. state of Florida. As of the 2010 census, the population was 22,570. Its county seat is Perry. The median income for a household in the county was \$30,032, and the median income for a family was \$35,061. About 14.50% of families and 18.00% of the population were below the poverty line, including 22% of those under age 18 and 18% of those age 65 or over.

Steinhatchee is a Gulf coastal community in the southern part of Taylor County, Florida. Steinhatchee is 38 miles south of the county seat of Perry. Just across the Steinhatchee River is Jena, which is in Dixie County. Since the early 19th century, the village of Steinhatchee played an integral part in the foresting

**COASTAL PARTNERSHIP INITIATIVE GRANT APPLICATION**

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industry, particularly cedar used for making pencils, as well as fishing, crabbing and scalloping. The Steinhatchee River also flows by the community and into the Gulf of Mexico.

As of the 2010 census, there were 1,047 people. The population density was 327.4 people per square mile. There were 1,555 housing units. The racial makeup of the village was 98.7% White.

The Steinhatchee River is famous for its large population of trout and redfish. The wild land surrounding Steinhatchee and Jena are teeming with alligators, panthers, hogs, turkeys and all kinds of shore birds.

Taylor County is home to nearly 60 miles of coastline, four rivers, numerous streams and creeks, springs, a border on the Apalachee Bay, both natural and artificial reefs and quick access to the Gulf of Mexico. With so much of our area covered in water, it's no surprise that anglers come from all over the state to cast a line and reel in trophy-size catches of sea trout, redfish, grouper, sheepshead and more.

The Steinhatchee River is a great fishing spot, especially during the fall months of October and November, when spotted seatrout invade the river in huge numbers. The Steinhatchee River and Deadman's Bay (the name of the mouth of the river) is a fish-and-people-friendly river, so inexperienced anglers are almost always bound to get lucky. You can usually find out about the season's "hot spots" by asking around at local marinas and bait shops.

The increase in the number of visitors and the demand of the use of the local natural resources might create a disbalance in the habitat and natural systems. Therefore, it is important for locals and residents to be aware and understand the natural and economic value of these resources. The present project will create a direct line between the geographic and social components of Steinhatchee and its natural resources, so locals and residents of all ages might become stewards of these blessed land and waters.

Stewardship towards the sustainable use of the natural resources in the area is fundamental for the long-term survival and health of the community's economy. Increasing awareness might also trigger the development of new business opportunities and jobs very much needed in the area.

**b. Explain how the proposed project meets the purpose of at least one CPI priority area. (10 pts.)**

The main objective of the project is to build stewardship capacities in Taylor County school youth, parents and community members through a series of activities that will introduce residents into the natural value of the resources that sustain their economy, as landscape contemplation and water-related activities (like boating, fishing, kayaking, etc.). That objective aligns with the CPI second specific priority area, that states: "Coastal Resource Stewardship: To promote stewardship and appreciation of fragile coastal resources, applicants may request funds for community-based projects that involve the public, volunteers and the local government".

First phase of the project is to create awareness and increase knowledge about the natural resources' components (habitats and their living resources), through which promote a behavior change toward the advocacy and stewardship of those local resources. The project is targeting youth from the local K-12 school, and adults from different backgrounds. The Taylor County Board of County Commissioners, as the applicant, will coordinate and cooperate with local organizations, like the School District and community-based organizations to plan and execute the project, which includes the involvement of personnel and resources from all these organizations.

**c. Discuss the extent to which the project will improve the management and protection of coastal resources and identify any potential negative impacts. (25 pts.)**

Taylor County residents, and especially those from Steinhatchee, have traditionally participated in the discussion for the management of the resources in the coastal area, especially in workshops and seminars organized by the County, the Florida Fish and Wildlife Conservation Commission (FWC), the University of Florida and Nature Coast Biological Station (NCBS), the Water Management District and many other annually hosted in the community, or in the agencies' offices.

**COASTAL PARTNERSHIP INITIATIVE GRANT APPLICATION**

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Increasing awareness, knowledge and stewardship in the local population will provide them the resources to better understand the impact that management might have in the resources they use in a daily basis and therefore co-manage their own resources and become advocates for their conservation and sustainable use.

d. Discuss how project is feasible and can be completed within 12 months. (10 Pts.)

The County and partners have the baseline inputs for the projects, which includes outreach staff, educators and teacher to lead and execute the project. The project aligns with local needs detected by administrative staff from the School District and the community organizations, and it has been stated as a priority for the County residents (youths and adults).

According to the pre-planning stage, to coordinate, execute and prepare all tasks and deliverables a twelve-month period is feasible. There might be external and unforeseen events (like extreme weather or events) that might affect the proposed timeline but the goal and objectives will be completed before or at a 12-month period.

**BUDGET and BUDGET NARRATIVE**

(15 Pts.)

Type dollar amounts only in applicable categories (round to nearest dollar; no cents) and leave other categories blank. A recipient will be required to provide 100% (1:1) matching funds, cash or in-kind. No more than one-half (50%) of match can be provided by a third party.

<u><b>Budget Category</b></u>	<u><b>FCMP Funds</b></u>	<u><b>MATCH Funds</b></u>
1. Salaries	_____	\$8,000_____
2. Fringe Benefits	_____	_____
3. Travel	\$1,000_____	\$1,200_____
4. Equipment	\$1,000_____	\$500_____
5. Supplies	\$3,000_____	\$300_____
6. Contractual Services	\$5,000_____	_____
7. Other Expenses	_____	_____
8. Indirect Charges	_____	_____
<b>FCMP Total</b>	\$10,000_____	
<b>Match Total</b>		\$10,000_____
<b>Total FCMP &amp; Match Funds</b>	\$20,000_____	

If budget exceeds the amount shown on the "Total" line above, indicate the total project cost: \$ \_\_\_\_\_



**COASTAL PARTNERSHIP INITIATIVE GRANT APPLICATION**

<https://floridadep.gov/rcp/fcmp/content/grants>

**BUDGET NARRATIVE:** Describe line items for each applicable budget category shown above. Provide sufficient detail to show cost relationship to project activities for both FCMP and match items. **Indirect costs are not allowed as match.**

Total FCMP Funds Requested \$10,000

Salaries: N.A.

Fringe Benefits: N.A.

Travel: Gas expenses for boat and boat rental for field trips and Summer camp.

Equipment:

Supplies: flyers, ad billboard, gardening supplies, native plants,

Contractual Services: (1) graphic designer for signage, (1) signage company (printing signage), (1) installation of signage, (1) Web designer / hosting for QR codes and signage content, (1) photographer.

Other Expenses: N.A.

Indirect Charges: N.A.

Total Match Funds: \$10,000

Salaries: Partial salaries for (1) Marine and Natural Resources Extension Agent, (1) Agriculture and Natural Resources Extension Agent, (1) Economist and Entrepreneur Specialist, (2) Science school teacher, volunteers' hours.

Fringe Benefits: N.A.

Travel: about \$100/month for gas expenses for four two-way travel of the staff in Perry to go to Steinhatchee, and a School bus to transport participants between destinations.

Equipment: Field trip equipment including seine nets, plankton nets, microscopes (and supplies), water quality reagents and equipment, shovels and other gardening equipment

Supplies: paper, photocopies, pens and pencils, folders, slates, bottled water and ice.

Contractual Services: N.A.

Other Expenses: N.A.

## ABBREVIATED NOAA ENVIRONMENTAL COMPLIANCE QUESTIONNAIRE

Instructions: Answer EVERY question in the yellow square below it.

Questions are selected from the full 62-question NOAA Environmental Compliance Questionnaire (available at [www.nepa.noaa.gov](http://www.nepa.noaa.gov)), as such questions are not in numerical order.

Grant number and/or Project ID (if available)
Project Title
Building Coastal Stewardship for Taylor County
Name and contact information for the person completing this form
Victor Blanco – <a href="mailto:victorblancomar@ufl.edu">victorblancomar@ufl.edu</a> – (850) 838-3508
State Sea Grant Program
Florida
<b><u>PROPOSED ACTIVITY</u></b>
Describe the proposed activity, including: <ul style="list-style-type: none"><li>• The purpose, objectives, and goals</li></ul>
The main goal of the project is to build coastal stewardship capacities for Taylor County residents. The activities will promote participants to gain love and respect for nature, demonstrate ability to learn outdoors safely, learn to live with nature and become an environmental steward, experience the beauty of Taylor County's local coast, and integrate the next generation science standards in hands-on learning. To achieve these goals the project anticipates a training seminar and workshop, installation of eight habitat and coastal stewardship signage, identify, and remove invasive non-native plant species from county-owned coastal lots and plant "Florida Friendly" native vegetation, promote one Steinhatchee School stewardship project, and coordinate a Youth Coastal Stewardship Summer Day Camp.
Is the proposed activity a continuation or part of an ongoing activity? If yes, then: <ul style="list-style-type: none"><li>• Describe any changes to the proposed activity since it was initiated, including progress toward achieving its objectives/goals; and</li><li>• Provide any additional information, previous environmental review documents, and/or reports from previous years.</li></ul>
No
Describe sampling, collecting, or observation protocols and operational procedures
This project will entail at least one non-native plant identification course, one invasive plants field survey at County-owned waterfront lots to identify problematic areas in the Steinhatchee coastal area, and one invasive plant removal activity in conjunction with the Master Gardeners and other local gardening clubs and volunteers. After removal, the area will be replanted with "Florida Friendly" native vegetation. For this activity, the project will involve the following materials: gardening shovels and rakes, gardening gloves, pot soil, sacks, wheelbarrow, and native nursery plants. The project will focus on two County-owned waterfront lots located at the Steinhatchee public boat ramp, on First Avenue South, Steinhatchee, Florida. For the planting

phase of the project, the activity will only consider plants included in the "Recommended Florida Native Beach and Dune Plants for Beachfront Properties and Dune Restoration" of the Florida Department of Environmental Protection, Office of Resilience and Coastal Protection, Coastal Construction Control Line Program (<https://floridadep.gov/sites/default/files/Recommended-Beach-and-Dune-Plants-2021.pdf>). Information material will be distributed among residents using different communication means, like factsheets and flyers.

Will the proposed activity require the cataloging and compiling of sources of socioeconomic data? If yes, then please explain.

No

Does the proposed activity consist solely of software research and manipulation? If yes, please explain.

No

Does the proposed activity utilize a new or untested scientific technology or method? If yes, then describe briefly the technological process or methodology and potential environmental effects of the proposed activity.

No

What amount (total numbers and/or weight) of fish or invertebrates are proposed to be caught? What is the size (weight, length, and age class) of each species targeted for capture?

Project will not collect fish/invertebrates

List non-target species that may occur in the proposed sampling area and specify how many of each non-targeted species are expected to be caught.

Project will not collect non-target species

Will the proposed activity introduce genetically modified organisms, species bred for specific traits (e.g. disease resistant stocks), or non-indigenous species into an area?

No

Describe the processing methods to be used to conduct the research.

The project does not include the processing of any sampling.

#### LOCATION

Describe the proposed activity location, including, if available and appropriate, geographic coordinates (latitude, longitude in DD MM.MMM), river mile markers, etc. for all distinct phases of the proposed activity.

The project will take place in Steinhatchee, Florida. The plant removal and the installation of signage will take place at the lower Steinhatchee river, near the estuary. Public boat ramp location is at 29°40'21.7"N 83°23'33.1"W

Is the location of the proposed activity in a previously undisturbed area? If yes, then explain if the proposed activity would degrade or disturb the previously undisturbed area.

No
Are there pre-existing or ongoing uses at the location of the proposed activity? If yes, then describe and explain the pre-existing or ongoing uses at the location of the proposed activity or, if not known, describe how pre-existing/ongoing uses will be determined.
The uses of the area considered for this project includes commercial boating/fishing, recreational boating/fishing.
Describe the characteristics of the location of the proposed activity by: <ul style="list-style-type: none"><li>• indicating whether it includes unique geographic areas of notable recreational, ecological, scientific, cultural, historical, scenic, economic, or aesthetic importance;</li><li>• describing any anticipated changes over time to the natural landscape and/or viewshed that would result from the proposed activity;</li><li>• listing any ecologically significant or critical areas in the location of the proposed activity, including areas that are normally inundated by water or areas within the 100- year flood plain;</li><li>• essential fish habitat and habitat areas of particular concern designated under the Magnuson-Stevens Fishery Conservation and Management Act; • listing any critical habitat areas for Endangered Species Act-listed species;</li><li>• listing any marine protected areas or national marine sanctuaries in the location of the proposed activity;</li><li>• listing any part of refuge lands, wild or scenic rivers, wetlands, or prime/unique farmland in the location of the proposed activity;</li><li>• listing any properties listed or eligible for listing on the National Register of Historic Places, National Historic Landmarks, or National Monuments; and</li><li>• listing any religious or cultural sites of any Federally recognized Indian Tribes or Native Hawaiian organizations in the proposed activity area.</li></ul>
The project' location will NOT occur in a: National Marine Sanctuary, National Estuarine Research Reserve, National Park, National Wildlife Refuge System, a different federally protected area, a National Register of Historic Places, National Historic Landmark, National Monument, nor a Federally-recognized Tribal land. The project will NOT occur in Essential Fish Habitat designated under the Magnuson-Stevens Fishery Conservation and Management Act, nor in areas with critical habitat for Endangered Species Act-listed species and include a list of the ESA species in that area. The project will not alter the natural landscape or viewshed. It will take place in previously modified and altered areas.
Are minority or low-income communities located in the area of the proposed activity? If yes, then describe how the minority or low-income communities may be impacted by the proposed activity.
Steinhatchee is a low-income seasonal community, so the project is targeting this community as there are not many opportunities to participate in activities to build environmental stewardship. The community base its economy mainly in recreational fishing and fishing-related tourism. There are huge inequalities, as most of the property owners are not residents to the community. This project is reaching out to adults through their school age children in the school system. They will benefit from the project by increasing their awareness and knowledge about environmental issues, and building capacities to develop business opportunities out of the sustainable use of coastal natural resources.



**PROJECT PARTNERS, PERMITS AND CONSULTATIONS**

List all other interested or affected Federal, state, and local agencies, Native American tribes or Native Hawaiian organizations, non-governmental organizations, and private individuals which may potentially be interested and/or affected by the action.

Taylor County Board of County Commissioners, Taylor County School District, Steinhatchee School, Steinhatchee Chamber of Commerce, Steinhatchee Project Board, Taylor County UF/IFAS Extension services, Taylor County Master Gardeners, Steinhatchee Garden Club, River Inn Marina, Sea Hag Marina, Steinhatchee River Club and Marina, Steinhatchee Bait and Tackle, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation Commission, Florida Sea Grant, Taylor County Reef Research Team Inc, Taylor County Tourism Development Council, among others.

Are Federal, state, or local permits, authorizations, waivers, determinations, or consultations required for the proposed activity to comply with all applicable environmental laws and regulations? If yes, then:

- list and provide the status of all required Federal, state, or local permits, authorizations, waivers, determinations, conditions, and consultations, as applicable; and
- provide copies of all required Federal, state, or local permits, authorizations, waivers, or determinations that you have secured.

Permits are not required to conduct this project.

**SAFETY**

Describe potential unique or unknown risks to human health or the environment from the proposed activity.

None

Describe the potential to generate, use, store, transport, or dispose of hazardous or toxic substances. Please include the following:

- a list of any hazardous substances (as defined by 29 C.F.R. 1910.120(a)(3)) that will be involved in this project and any hazardous wastes (as defined by 40 C.F.R. 261.3) that may be generated during the proposed activity;
- any hazardous contaminants that may be uncovered and/or disturbed by the proposed activity; and
- a list of the procedures/protocols that will be followed to ensure safe handling of hazardous substances and proper disposal of all hazardous wastes.

None

<b><u>AQUACULTURE (IF APPLICABLE)</u></b>
Will the proposed activity be conducted in a closed system mesocosm/aquaculture facility or in open water (coastal or Federal waters)?
N.A.
If using aquaculture gear, describe whether gear would be deployed short-term (1-2 years) or long-term (2+ years) and describe the number of cages/nets, lines, anchors, etc. that would be used during the course of the study. What type and size of cages/nets, lines, anchors, etc. would be used?
N.A.
What amount (total numbers and/or whole weight in pounds) of fish or invertebrates are proposed to be captured for culture purposes (i.e., broodstock)? What is the target size (weight and length) and age class of each species to be captured for culture purposes?
N.A.
What amount (total numbers and/or whole weight in pounds) of fish or invertebrates are proposed to be cultured? What is the estimated size (weight and length) and age class of each species targeted for harvest at the end of each culture period?
N.A.
If the proposed activity involves the use of any specialized equipment that may introduce sound into the environment, then provide a description of the noise(s), including frequency (Hz), amplitude (dB), angle (or degrees) radius the noise may travel from the source, and other relevant technical specifications. Compare the noise(s) generated by the proposed activity with ambient noise conditions, if known. Also, discuss the length of time and frequency of occurrence that the noise is expected to be introduced into the environment.
N.A.

**Florida Sea Grant**

***Project Title***

***Grantee Name***

**Final Project Report**



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA14OR417085. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their sub-agencies.

***Month & year***

**Project Goal and Objectives**

List and briefly describe the project goal and objectives.

**Methodology**

1. Describe methods for implementing the project and satisfying project objectives.

2. Describe methods for measuring social, economic and/or environmental benefits of the project.

**Outcome/Impact Summary**

1. Relevance (Describe why the project was desired/needed).

Include any statistics or measures that can help to quantify the need for the project.



2. Response (Describe was done and with what partners to address the specified need).

This can be a summary of the description of the methods stated above.

3. Results (Describe the social, economic and/or environmental benefits).

**Further Recommendations**

Describe any future plans to build on the project, monitor project benefits.

## **INSTRUCTIONS FOR COMPLETING FINAL PROJECT REPORT FORM**

**GRANTEE NAME:** Enter the name of the grantee's agency.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**NOAA AWARD NUMBER:** Enter the NOAA award number as shown on the first page of the grant agreement.

**MONTH & YEAR:** Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome/Impact (Relevance, Response, Results) and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. A draft should be submitted electronically to Florida Sea Grant for approval. After approval by the Florida Sea Grant Program, an electronic copy shall be submitted to Florida Sea Grant. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to Charles Sidman, Associate Director for Research, Florida Sea Grant at (352) 294-0752 or [csidman@ufl.edu](mailto:csidman@ufl.edu)

**ATTACHMENT 3 FEDERAL EXPENDITURE REPORT  
STATE UNIVERSITY SYSTEM SEA GRANT PROGRAM  
STATEMENT OF AWARD AND EXPENDITURES**

Principal Investigator: Victor Blanco

Grant Period From: 10/01/22 To 09/30/23

Expenditure Report Period From: \_\_\_\_\_ To: \_\_\_\_\_

Sea Grant Number: PD-22-05 NA18OAR4170085

	<u>Column 1</u> <u>Budget</u> <u>Awarded</u>	<u>Column 2</u> <u>Current</u> <u>Expenditures</u>	<u>Column 3</u> <u>Cumulative</u> <u>Expenditures</u>	<u>Column 4</u> <u>Balance</u> <u>Column 1 minus 3</u>
Salaries	_____	_____	_____	_____
Fringe Benefits	_____	_____	_____	_____
Subcontracts and Consultants	<u>5,000.00</u>	_____	_____	<u>5,000.00</u>
Exp. Supplies	<u>3,000.00</u>	_____	_____	<u>3,000.00</u>
Travel	<u>1,000.00</u>	_____	_____	<u>1,000.00</u>
Publications	_____	_____	_____	_____
Other Costs	_____	_____	_____	_____
Tuition & Stipend	_____	_____	_____	_____
Equipment	<u>1,000.00</u>	_____	_____	<u>1,000.00</u>
Total Direct Costs	<u>10,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>
Indirect Costs	_____	_____	_____	_____
Total Cost	<u>10,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>

\*\* Indirect Cost: \_\_\_\_\_ of \_\_\_\_\_ = \_\_\_\_\_  
I.D.C. % MTDC I.D.C.

(\*\* ANY I.D.C. THAT DOES NOT FIT THE ABOVE FORMULA WILL NEED TO BE EXPLAINED.  
MTDC NEVER INCLUDES COST FOR STIPENDS, EQUIPMENT, OR SUBCONTRACTS.)

I hereby certify that to the best of my knowledge and belief that the above expenditures reported on this account, are complete, accurate, and in accordance with appropriate grant policy and federal cost accounting standards. Supporting documents are available for audit.

Signed: \_\_\_\_\_

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

Institution: \_\_\_\_\_

Phone \_\_\_\_\_

**ATTACHMENT 3 FEDERAL COST SHARING REPORT  
STATE UNIVERSITY SYSTEM SEA GRANT PROGRAM**

Principal Investigator: Victor Blanco

Grant Period From: 10/01/22 To 09/30/23

Expenditure Report Period From: \_\_\_\_\_ To: \_\_\_\_\_

Sea Grant Number: PD-22-05 NA18OAR4170085

	<u>Column 1</u> <u>Budget</u> <u>Awarded</u>	<u>Column 2</u> <u>Current</u> <u>Expenditures</u>	<u>Column 3</u> <u>Cumulative</u> <u>Expenditures</u>	<u>Column 4</u> <u>Balance</u> <u>Column 1 minus 3</u>
Salaries	<u>8,000.00</u>	_____	_____	<u>8,000.00</u>
Fringe Benefits	_____	_____	_____	_____
Subcontracts and Consultants	_____	_____	_____	_____
Exp. Supplies	<u>300.00</u>	_____	_____	<u>300.00</u>
Travel	<u>1,200.00</u>	_____	_____	<u>1,200.00</u>
Publications	_____	_____	_____	_____
Other Costs	_____	_____	_____	_____
Tuition & Stipend	_____	_____	_____	_____
Equipment	<u>500.00</u>	_____	_____	<u>500.00</u>
Total Direct Costs	<u>10,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>
Indirect Costs	_____	_____	_____	_____
Total Cost	<u><u>10,000.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>10,000.00</u></u>

\*\* Indirect Cost: \_\_\_\_\_ of \_\_\_\_\_ = \_\_\_\_\_  
I.D.C. % MTDC I.D.C.

(\*\* ANY I.D.C. THAT DOES NOT FIT THE ABOVE FORMULA WILL NEED TO BE EXPLAINED.  
MTDC NEVER INCLUDES COST FOR STIPENDS, EQUIPMENT, OR SUBCONTRACTS.)

I hereby certify that to the best of my knowledge and belief that the above expenditures reported on this account, are complete, accurate, and in accordance with appropriate grant policy and federal cost accounting standards. Supporting documents are available for audit.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
Institution: \_\_\_\_\_  
Phone: \_\_\_\_\_

*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III  
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411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

December 6, 2022

VIA E-MAIL

Mr. Victor Blanco  
(victorblancomar@ufl.edu)

Re: Grant Contract with University of Florida and Florida Sea Grant "Building Coastal Stewardship for Taylor County"

Dear Mr. Blanco:

Please be advised I have reviewed the above contract. I make the following comments:

1. Availability of Funds. The Contract and the University's performance and obligation to pay is contingent upon an annual appropriation by the Legislature of the State of Florida. Question: Has that allocation been done? Can the County rely on that?
2. Please be advised that with regard to Sovereign Immunity, the County is also protected the same as the University and should be in the Contract.
3. The Agreement requires venue of any litigation shall be in Alachua County, why not Taylor County?
4. Indemnification. The same is true for Taylor County, due to its sovereign immunity, Taylor County will not agree to indemnify the University.

Of course, these are just suggestions, so please get back with me so we can discuss this.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)  
Ms. LaWanda Pemberton (via e-mail)

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**


COMMISSIONERS TO REVIEW AND APPROVE THE REQUEST FOR PROPOSALS PACKAGE AND ADVERTISEMENT OF THE FDOT LOCAL AGENCY PROGRAM SAFETY IMPROVEMENT PROJECT ALONG BEACH RD (CR 361) FROM PERRY TO STEINHATCHEE.

**MEETING DATE REQUESTED:**

January 17, 2023

**Statement of Issue:** The Beach Road (CR 361) from Steinhatchee to its intersection with US HWY 19/98 at the north end has experienced several traffic related incidents. The proposed project is an effort to address those safety concerns.

**Recommended Action:** Staff recommends that the Board approve the proposed Request for Proposals package and further approve advertising the Local Agency Program Safety Improvement Project along Beach Rd (CR 361) from Perry to Steinhatchee to be received on or before February 17, 2023, and opened and read aloud on February 21, 2023.

**Fiscal Impact:** FISCAL YR 2022/23 - FDOT EXPENSE: \$750,473.00

**Budgeted Expense:** NO

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

On March 1, 2019 and in coordination with Element Engineering, Staff submitted an application under the Highway Safety Improvement Program to address issues contributing to various historical crashes along the Beach Road roadway. These crashes ranged in severity and cause from vehicle/property damage up to and including fatalities. The typical corrective measure will entail upgrading signage and pavement markings along with other additional measures including guardrail replacement.

On August 3, 2020, the Board approved the now completed Local Agency Program (LAP) Design Phase portion of the project. Sequentially, on January 3, 2023, the Board of County Commissioners reviewed and approved a request from FDOT for the construction phase. That LAP agreement obligated Taylor County to solicit an approved bid package, begin competitive selection of a construction contractor on or before February 28, 2023 and ultimately complete the project on or before January 30, 2024. Funding for this and subsequent portions of the project will be provided by FDOT in the form of federal funding in the amount of \$745,473 construction dollars and up to \$5,000 to Taylor County for Administration of Construction Oversight.

**Options:**

- 1) Accept and approve advertisement of the Request for Proposals Package.
- 2) Reject the Request for Proposals advertisement and state reasons for such denial.

**Attachments:**

Request for Proposals Package

## **BID DOCUMENTS**

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# **CR 361 (Beach RD) Highway Safety Improvements FDOT LAP Project Taylor County, Florida 2020-005-OEC**

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**January 2023**

**Prepared for:**

**Taylor County Board of County Commissioners  
108 N. Jefferson St.  
Perry, Florida 32347**

**Prepared by:**

**Taylor County Engineering  
201 East Green Street  
Perry, FL 32347  
850.838.3500**

**Peters and Yaffee, Inc.  
9822 Tapestry Park Circle, Suite 205  
Jacksonville, FL 32246  
904.265.0751**

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## **PART 1 – BIDDING REQUIREMENTS**

JAMIE ENGLISH  
District 1JIM MOODY  
District 2MICHAEL NEWMAN  
District 3PAM FEAGLE  
District 4THOMAS DEMPS  
District 5

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 FaxLAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 FaxCONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **CR 361 (Beach RD) Highway Safety Improvement LAP Project**.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for CR 361 (Beach RD) Highway Safety Improvement LAP Project**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on **February 17, 2023**. All Proposals **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at 6:xx P.M. local time, or as soon thereafter as practical, on **February 21, 2023**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained on-line from the following County Web Site address:  
[https://www.taylorcountygov.com/government/county\\_bids/index.php](https://www.taylorcountygov.com/government/county_bids/index.php)

Note that a Pre-Bid Conference will not be held for this project. See Instructions to Bidders, Article 5 for information concerning requests for additional information or clarification.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

Additional Information may be obtained from:

**Taylor County Engineering Department**  
**201 East Green Street**  
**Perry, FL 32347**  
**850-838-3500**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

## INSTRUCTIONS TO BIDDERS

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## ARTICLE 1 - DEFINED TERMS

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

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1<sup>st</sup> Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*. Bid documents for this project are only available via download from the following web site: [www.taylorcountygov.com/government/county\\_bids/index.php](http://www.taylorcountygov.com/government/county_bids/index.php).
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

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3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- [A. Valid Business/Contractor Licensing/Registration Information]
- [B. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]
- [C. The successful Contractor and any subcontractors shall enroll in and be in compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system prior to contract execution.]

## **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

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### **4.01 *Subsurface and Physical Conditions***

#### **A. 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 Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

### **4.02 *Underground Facilities***

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

### **4.03 *Hazardous Environmental Condition***

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

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

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary 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 Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 5 - PRE-BID CONFERENCE**

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5.01 A pre-Bid conference will not be scheduled for this project. Bidders shall submit all requests for additional information and clarification in writing by email to Engineer at [county.engineer@taylorcountygov.com](mailto:county.engineer@taylorcountygov.com) by 5:00 P.M. local time on Wednesday, February 8, 2023. Engineer will post on the Project Bidding Web site and transmit to all known prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising from such requests on Friday, February 10, 2023. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 6 - SITE AND OTHER AREAS**

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6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

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7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager (County Engineer) in writing via email at [county.engineer@taylorcountygov.com](mailto:county.engineer@taylorcountygov.com). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda posted, mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than the date

specified (ten (10) days prior to the date for opening of Bids when not specified) may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

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## **ARTICLE 8 - BID SECURITY**

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8.01 Bid security will be required for this project.

8.02 When required, A Bid must be accompanied by Bid security made payable to Owner in an amount of Five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.04 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

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## **ARTICLE 9 - CONTRACT TIMES**

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

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## **ARTICLE 10 - LIQUIDATED DAMAGES**

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10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

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## **ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

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11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

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## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

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12.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

12.05 Any proposed Subcontractors shall provide proof of current licensure in the related trade category for the work they will be performing. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Bidder either through an employee relationship or separate coverage. Failure to provide proof of current licensure and/or insurance will be considered a violation of contract terms and conditions and result in termination of award.

## **ARTICLE 13 - PREPARATION OF BID**

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13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.



13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

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

13.10 The address and telephone number for communications regarding the Bid shall be shown.

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

## ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

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### 14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount [added to] [or] [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

## ARTICLE 15 - SUBMITTAL OF BID

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15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

- [A. Bid Bond (5%)]
- [B. Certificates of Liability Insurance or Agency Statement]
- [C. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a).]
- [F. Valid Business/Contractor Licensing/Registration Information]
- [G. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications. (Guardrail, Signage and Pavement Markings)]

- [H. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- [I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.]
- [J. LAP Certification of Current Capacity (FDOT Form 525-010-46)
- [K. Bid Opportunity Form (FDOT Form 375-040-62)
- [L. Lobbying Certification (FDOT Form 375-030-33)
- [M. Disclosure of Lobbying Activities (FDOT Form 375-030-34)
- [N. Non-Collusion Declaration (FDOT Form 575-060-13)
- [O. Certification Regarding Debarment and Suspension (FDOT Form 375-030-32)

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "CR 361 (Beach RD) Highway Safety Improvement LAP Project." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

15.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

15.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

15.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

## **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

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16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

## **ARTICLE 17 - OPENING OF BIDS**

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

## **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

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

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

---

19.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

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

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.07 Should the solicitation result in a tie between two or more bidders, the County shall initiate the following action:

19.07.1 Award to Bidder that has certified it has implemented a drug-free workplace program in accordance with Section 287.087, F.S.

19.07.2 Years of Experience of Prime Contractor or

19.07.3 Reject all Bids and re-solicit the service.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

---

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

20.02 All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or a sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

## **ARTICLE 21 - SIGNING OF AGREEMENT**

---

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **ARTICLE 22 - SALES AND USE TAXES**

---

22.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

22.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

## **ARTICLE 23 - RETAINAGE**

---

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

## **ARTICLE 24 - CONTRACTS TO BE ASSIGNED**

---

24.01 Owner as “buyer” will execute a contract with the successful Bidder as “seller” for the procurement of goods and special services for CR 361 (Beach RD) Highway Safety Improvement LAP Project. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the “seller”, who will become a Subcontractor to Contractor.

24.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

# BID FORM

## CR 361 (Beach RD) Highway Safety Improvement LAP Project

### 2020-005-OEC

#### TABLE OF ARTICLES

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ARTICLE 5 – BASIS OF BID .....	3
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#### **ARTICLE 1 – BID RECIPIENT**

**1.01** This Bid is submitted to:

*Taylor County Board of County Commissioners  
Clerk of Court  
1<sup>st</sup> Floor Courthouse, Suite 102  
108 North Jefferson St.  
Perry, Florida 32347*

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

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- B. Bidder 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. Bidder 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. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

## **ARTICLE 4 – FURTHER REPRESENTATIONS**

### **4.01 Bidder further represents that:**

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**ARTICLE 5 – BASIS OF BID**

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

CR 361 (Beach RD) Highway Safety Improvement LAP Project

Total Lump Sum Bid Price	_____	\$_____
60 Days	(words)	(numerals)

Any and all specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

**ARTICLE 6 – TIME OF COMPLETION**

**6.01** Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of \_\_\_\_\_
- B. Certificate of Liability Insurance or Agency Statement
- C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
- D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
- E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- F. Valid Business/Contractor Licensing/Registration Information
- G. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications. (Guardrail, Signage and Pavement Markings)
- H. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)



- I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- J. LAP Certification of Current Capacity (FDOT Form 525-010-46)
- K. Bid Opportunity Form (FDOT Form 375-040-62)
- L. Lobbying Certification (FDOT Form 375-030-33)
- M. Disclosure of Lobbying Activities (FDOT Form 375-030-34)
- N. Non-Collusion Declaration (FDOT Form 575-060-13)
- O. Certification Regarding Debarment and Suspension (FDOT Form 375-030-32)

## ARTICLE 8 – DEFINED TERMS

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

## ARTICLE 9 – BID SUBMITTAL

- 9.01** This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(*Individual's signature*)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(*Signature of general partner -- attach evidence of authority to sign*)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_/\_\_\_\_/\_\_\_\_.A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

COMES NOW, \_\_\_\_\_ (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

*CR 361 (Beach RD) Highway Safety Improvement LAP Project  
Taylor County, Florida*

**Contract:** The intent of this contract is to secure all labor and equipment required for the Highway Safety Improvement (LAP) Project along CR 361 (Beach Road) in Taylor County, Florida. The project consists of signage improvements including audible/vibratory pavement markings and raised pavement markers along with some additional guardrail replacement, as more fully detailed in the project plans and specifications.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, its directors, employees, attorney(s), and designated representatives.

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

STATE OF FLORIDA  
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Accepted by Taylor County, Florida this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by \_\_\_\_\_.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION OF CURRENT CAPACITY**

525-010-46  
PROGRAM MANAGEMENT  
09/20  
Page 1 of 2

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on \_\_\_\_\_  
(Letting Date)

Fill in your FDOT Vendor Number

VF \_\_\_\_\_

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on  
the "Status of Contracts on Hand" report (page 2) \$ \_\_\_\_\_

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.
2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

\_\_\_\_\_  
NAME OF FIRM

Sworn to and subscribed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title



## STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	\$0.00	\$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL  
SERVICES**

375-040-62  
PROCUREMENT  
01/16

Prime Contractor: \_\_\_\_\_

Address/Phone Number: \_\_\_\_\_

Procurement Number: \_\_\_\_\_

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

3. Phone: \_\_\_\_\_

4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

7. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

3. Phone: \_\_\_\_\_

4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

7. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

3. Phone: \_\_\_\_\_

4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

7. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_

3. Phone: \_\_\_\_\_

4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Year Firm Established: \_\_\_\_\_

6. ☐ DBE  
☐ Non-DBE

7. Annual Gross Receipts  
☐ Less than \$1 million  
☐ Between \$1 - \$5 million  
☐ Between \$5 - \$10 million  
☐ Between \$10 - \$15 million  
☐ More than \$15 million

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

**BID SHEET (Invitation to Bid – ITB)  
PRICE PROPOSAL (Request for Proposal – RFP)  
REPLY (Invitation to Negotiate – ITN)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES**  
**ON FEDERAL-AID CONTRACTS**  
**(Compliance with 49CFR, Section 20.100 (b))**

375-030-33  
PROCUREMENT  
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: \_\_\_\_\_

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
PROCUREMENT  
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If *no*, then please complete section 4  
below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____  Congressional District, <i>if known</i> : 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____  Congressional District, <i>if known</i> : _____	
<b>6. Federal Department/Agency:</b> _____ _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR § 29**

575-060-13  
RIGHT OF WAY  
05/01  
Page 1 of 3

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
MANAGING DISTRICT: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_  
BID LETTING OF: \_\_\_\_\_

I, \_\_\_\_\_, hereby declare that I am  
(NAME)  
\_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (FIRM)  
of \_\_\_\_\_  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.
8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_  
NAME AND TITLE PRINTED

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

WITNESS: \_\_\_\_\_

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT  
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

## REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

### Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

#### *Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **PART 2 – CONTRACT FORMS**

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and \_\_\_\_\_ (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

## ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*CR 361 (Beach Road) Highway Safety Improvements (LAP) Project:* The intent of this contract is to secure all labor and equipment required for the Highway Safety Improvement (LAP) Project along CR 361 (Beach Road) in Taylor County, Florida. This project consists of signage improvements including audible/vibratory pavement markings and raised pavement markers along with some additional guardrail replacement, as more fully detailed in the project plans and specifications.

## ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*This project is to a lump sum project, with add/deduct items as specified on the Bid Proposal.*

## ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

**Peters and Yaffee, Inc.**  
9822 Tapestry Park Circle, Suite 205  
Jacksonville, FL 32246  
904.265.0751

3.02 The Project will be administered by:

**Taylor County Engineering Department**  
201 East Green Street  
Perry, Florida 32347  
850.838.3500

(Engineer and Project Administrator), 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 4 - CONTRACT TIMES****4.01 Time of the Essence**

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 Days to Achieve Substantial Completion and Final Payment**

A. The Work will be substantially completed within 50 days after the date when the Contract Times commence 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 60 days after the date when the Contract Times commence to run.

**4.03 Liquidated Damages**

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 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 an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**4.04 Correction Period/Warranty**

A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a one-year period after the date of final acceptance.

**ARTICLE 5 - CONTRACT PRICE**

5.01 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 Paragraphs 5.01.A below:

A. For all Work other than Unit Price Work, a Lump Sum of:

	(\$ _____)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES****6.01 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.

**6.02 Progress Payments; Retainage**

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided 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, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 95% percent of Work completed (with the balance being retainage); and
- b. 95% percent 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 95% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Five percent (5%) 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.

#### 6.03 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 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of One percent (1.0%) per annum.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 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 carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary 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

any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. 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 Times, and in accordance with the other terms and conditions of the Contract Documents.

G. 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.

H. 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.

I. 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.

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

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### **9.01 Contents**

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 83 sheets with each sheet bearing the following general title: County Road 361 [or] the Drawings listed on attached sheet index.
7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Order(s).

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. 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.

### 10.03 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.

### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Preference To State Residents – N/A

~~A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract. Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.~~

### 10.06 Public Records Provision

- A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### 10.07 Indemnification

- A. To the extent provided by law, CONTRACTOR or its SUBCONTRACTORS shall indemnify, defend, and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of COUNTY, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the COUNTY hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CONTRACTOR or its SUBCONTRACTORS to indemnify the COUNTY for the negligent acts or omissions of the CONTRACTOR or its SUBCONTRACTORS, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONTRACTOR or its SUBCONTRACTORS to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

#### 10.08 Conflict of Interest

- A. Neither the Contractor or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Contractor or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Contractor, the Contractor, with prior approval of the County, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Contractor or the locality relating to such contract, subcontract or arrangement. The Contractor shall insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Subcontractor or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

#### 10.09 Other Provisions

- A. Venue for disputes arising from this contract shall be Taylor County, Florida.

**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:**

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

*[COUNTY SEAL]*

Attest: Gary Knowles

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

**CONTRACTOR:**

By: \_\_\_\_\_

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

*[CORPORATE SEAL]*

Attest: \_\_\_\_\_

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

Address for giving notices:

License No.: \_\_\_\_\_

(Where applicable)

Agent for service or process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



## APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

*Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**BID BOND**

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

---

BIDDER (Name and Address):

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

OWNER (Name and Address):  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

**BID**

Bid Due Date: February 17, 2023

Project (Brief Description Including Location): *CR 361 (Beach Road) Highway Safety Improvements (LAP) Project*: The intent of this contract is to secure all labor and equipment required for the Highway Safety Improvement (LAP) Project along CR 361 (Beach Road) in Taylor County, Florida. This project consists of signage improvements including audible/vibratory pavement markings and raised pavement markers along with some additional guardrail replacement, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number:

Date (Not later than Bid due date):

Penal Sum: \_\_\_\_\_

(Words)

(Figures)

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**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

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



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed 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 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.

**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):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

**CONTRACT**

Date:

Amount:

Description (Name and Location): *CR 361 (Beach Road) Highway Safety Improvements (LAP) Project*: The intent of this contract is to secure all labor and equipment required for the Highway Safety Improvement (LAP) Project along CR 361 (Beach Road) in Taylor County, Florida. This project consists of signage improvements including audible/vibratory pavement markings and raised pavement markers along with some additional guardrail replacement, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number:

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:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

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

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

**EJCDC No. C-610 (2002 Edition)**

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.

FDOT LAP Project: Beach Road Highway Safety Improvement

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

2. If Contractor performs the Contract, Surety and 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, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

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

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of 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 Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with 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 Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from 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:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

2020-005-OEC

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

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

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of 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 Contractor.

7. Surety shall not be liable to Owner or others for obligations of 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 Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to 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 Contractor ceased working or within two years after 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 Surety, Owner, or 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 requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

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

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

FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker  
Owner's Representative (engineer or other party)

**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):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

**CONTRACT**

Date:

Amount:

Description (Name and Location): *CR 361 (Beach Road) Highway Safety Improvements (LAP) Project*: The intent of this contract is to secure all labor and equipment required for the Highway Safety Improvement (LAP) Project along CR 361 (Beach Road) in Taylor County, Florida. This project consists of signage improvements including audible/vibratory pavement markings and raised pavement markers along with some additional guardrail replacement, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number:

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**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

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

Attest:

Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 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. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and 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 Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to 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 Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to 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 or equipment 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 Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which 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 Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to 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. 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 Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. 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. 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 Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or 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 requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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, 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 Contractor, or with a first-tier subcontractor of 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 Contractor and 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 Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

#### FOR INFORMATION ONLY – Name, Address and Telephone

**Surety Agency or Broker:**

**Owner's Representative (engineer or other party)**

## **PART 3 – CONDITIONS OF THE CONTRACT**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.  
This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

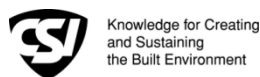
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The Associated General Contractors of America



Construction Specifications Institute

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).



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**GENERAL CONDITIONS****ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

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**1.01 Defined Terms**

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*--The written instrument 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. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

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 Times, 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

Times, 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*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions 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 Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) 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 Paragraph 11.01.A for definition.

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. *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 Times.

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

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or

23. *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.

24. *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.

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

26. *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.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *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.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *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.

35. *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.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

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. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *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.

42. *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.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *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.

45. *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.

46. *Successful Bidder*--The Bidder submitting a

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

48. *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.

49. *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.

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

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *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 Times 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 Times.

## 1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

### B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives

of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the 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 is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. *Day*

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

### D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

### E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. 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,

F. 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

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### 2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, 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.

### 2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### 2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

### 2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### 2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

### 2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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### 3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. 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.

### 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. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, 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. *Contractor's Review of Contract Documents Before Starting Work:* 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.

2. *Contractor's Review of Contract Documents During Performance of Work:* 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 promptly report it to Engineer in writing. 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.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

### B. Resolving Discrepancies

1. 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 by either a Change Order or 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:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. 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 all of the Work under a direct or indirect contract with Contractor, shall not:



1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. 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 adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL 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 Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor 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. 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 or Engineer, or any of their Related Entities 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 Times, 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 9.07 and 11.03.

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

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

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 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 Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities 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 in the Supplementary Conditions:

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 or Contract Times, 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 Times, 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 which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *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 or Engineer, or any of their Related Entities 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.A); 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 Times, 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 therefor 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 Times 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, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (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. G 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 and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H 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 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

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### 5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, 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.

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 the agent's authority to act.

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 promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the 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 the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, 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:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. 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 required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions 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 6.11 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 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions 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.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, 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.

#### 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, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, 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 insured or 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, (other than caused by flood) and such other perils or causes of loss as may be specifically

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, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, 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, 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, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial 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, or Engineer, and the officers,

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, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, 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 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. Prior to commencement of the Work at the Site, Owner shall in writing

#### 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 .

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 2.01.B. 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

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#### 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. 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.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. 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 Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a 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 Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools,

appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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 special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 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 Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 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:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

#### 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 therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements 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 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:

1) shall certify that the proposed substitute item will:



a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) 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 other work on the Project) to adapt the design to the proposed substitute item; and

c) 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;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall 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,

**B. Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is 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 requirements for review by Engineer will be similar to those provided in Paragraph 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 may require Contractor to furnish additional data

about the proposed substitute item. 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 Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

**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 Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, 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 Subcontractor, 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 Subcontractors, 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 Subcontractor, 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 Subcontractor, 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. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of 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 Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, 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 Subcontractors, 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 Subcontractors, 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 Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor 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 Subcontractor 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 Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by 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 Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 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. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work 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

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 shall be the subject of an adjustment in Contract Price or Contract Times. 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 therefor 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.

#### 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 and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any 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 the Work 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, 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.

C. 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 , 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).

D. 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 and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

#### 1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

#### C. Submittal Procedures

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

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

b. the suitability of 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 Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. 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

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certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

#### D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (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 shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

#### E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

#### 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

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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 that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. 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 and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their 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 officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if

prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 - OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, 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 Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, 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. 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

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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.

#### 7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

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#### 8.01 *Communications to Contractor*

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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 When Due*

A. Owner shall make payments to Contractor 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**

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#### 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 9.09. 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 authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. 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 *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 Times 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 or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

A. Engineer will have authority to 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.

#### 9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

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



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

#### 9.07 *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.

#### 9.08 *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. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, 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.

#### 9.09 *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 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

### ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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#### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by 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 Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor 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 Times 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

### 10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer 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 Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times 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 Times) 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

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, 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. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, 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). 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).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 - COST OF THE WORK; 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, except those excluded in Paragraph 11.01.B, 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,

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, expresses, and similar petty cash items in connection with the Work.

i. 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, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be

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 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

##### B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

#### C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 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.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. 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 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. 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. 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 TIMES

#### 12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. 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. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 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 Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times 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 Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor 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.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them 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.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for 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.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

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### *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, their consultants and 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.C; 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.

C. If it is found that the uncovered 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 therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor 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. Promptly after receipt of notice, 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).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the 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:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not

defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. 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.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 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.

E. 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 therefor as provided in Paragraph 10.05. If the

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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 or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, 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 therefor 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 Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 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

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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 in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance 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 9.07, 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:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. 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:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 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 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 will 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.

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. 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.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a 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 therefor. 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.

D. 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.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when 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.

2. 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.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 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.

4. No use or 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 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:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. 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. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract 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.

#### C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the

Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to 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 (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, 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 accordance with the requirements herein and expressly acknowledged by Owner in writing as 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 granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor 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 surety) seven days written notice of its intent to terminate the services of Contractor:

1. 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),

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor

begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. 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.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

**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, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. 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. 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, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) 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

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suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 - DISPUTE RESOLUTION**

### **16.01    *Methods and Procedures***

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## **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:

1. 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
2. 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. 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 Contract or termination of the services of Contractor.

### **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    *Headings***

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) 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 have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

**SC-1.01      Delete Paragraph 1.01.9 and 1.01.52 in their entirety and insert the following:**

9.      *Change Order*--A document recommended by Engineer which is signed by Contractor, FDOT and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  
52.     *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and FDOT 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 Times 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 Times.

**SC-2.02      Delete Paragraph 2.02.A in its entirety and insert the following:**

- A.      *Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.*

**SC-4.06      Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A.      *No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
  
- B.      *Not Used.*

**SC-5.04      Add the following new paragraph immediately after Paragraph 5.04.B:**

- 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:*

a. <i>State</i>	<i>Statutory</i>
b. <i>Applicable Federal (e.g., Longshoreman's)</i>	<i>Statutory</i>
c. <i>Employer's Liability</i>	<i>\$100,000</i>

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.	<i>General Aggregate</i>	<i>\$1,000,000</i>
b.	<i>Products – Completed Operations Aggregate</i>	<i>\$1,000,000</i>
c.	<i>Personal and Advertising Injury</i>	<i>\$1,000,000</i>
d.	<i>Each Occurrence (Bodily Injury and Property Damage)</i>	<i>\$1,000,000</i>
e.	<i>Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.</i>	
f.	<i>Excess or Umbrella Liability</i>	
	1) <i>General Aggregate</i>	<i>\$1,000,000</i>
	2) <i>Each Occurrence</i>	<i>\$1,000,000</i>

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

a.	<i>Bodily Injury:</i>	
	1) <i>Each person</i>	<i>\$1,000,000</i>
	2) <i>Each Accident</i>	<i>\$1,000,000</i>
b.	<i>Property Damage:</i>	
	1) <i>Each Accident</i>	<i>\$ 500,000</i>
c.	<i>Combined Single Limit of</i>	<i>\$1,000,000</i>

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.	<i>Bodily Injury:</i>	
	1) <i>Each Accident</i>	<i>\$1,000,000</i>
	2) <i>Annual Aggregate</i>	<i>\$1,000,000</i>
b.	<i>Property Damage:</i>	
	1) <i>Each Accident</i>	<i>\$1,000,000</i>
	2) <i>Annual Aggregate</i>	<i>\$1,000,000</i>

**5.04.B.1. Additional Insureds:**

*Taylor County Board of County Commissioners*

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

- H. *The Contractor shall not award work valued at more than sixty (60%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

**SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:**

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*

1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*

2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

**SC-6.13**

*Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.*

**SC-7.01 Delete Paragraph 7.01.A in its entirety and insert the following:**

- A. *Owner may have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:*

**SC-9.03.A. Add the following language at the end of paragraph 9.03.A:**

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
  - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
  - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*LaWanda Pemberton, County Administrator  
Hank Evans, Public Works Division Director  
Kenneth Dudley, County Engineer*

**SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:**

*No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.*

**SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:**

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

**SC-16** *The venue for all disputes shall be Taylor County, Florida.*



## **PART 4— SUPPLEMENTAL SPECIFICATIONS**

## SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is implementing *Highway Safety Improvements* along CR 361 (Beach Road) in Taylor County, Florida. This project consists of signage improvements including audible/vibratory pavement markings and raised pavement markers along with some additional guardrail replacement, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with Division II and III of the Florida Department of Transportation, January, 2023 Standard Specifications for Road and Bridge Construction and as amended by the contract documents.
2. FDOT MODIFICATIONS - When “FDOT Roadway and Traffic Design Standards” or “FDOT Standard Specifications for Road and Bridge Construction” refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When “FDOT Roadway and Traffic Design Standards” or “FDOT Standard Specifications for Road and Bridge Construction” refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. Refer to Part 5 of the Bid Documents for Local Agency Project (LAP) Supplemental Specification applicable to this project. In case of conflict, the LAP Supplemental Specification shall prevail over the General Conditions.
5. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a one-year period after the date of final acceptance.
6. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
7. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor’s expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference points shall be installed and documentation provided to the County upon project completion.
8. SODDING {Performance Turf (SOD)}: Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with

Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.

9. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
10. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4.5 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border. D3 Signage for Stop-Controlled roadway shall be direct post mounted and placed below intersecting roadway D3 signage.
11. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

## **PART 5 – LAP DIVISION 1 SPECIFICATIONS**

May 10, 2022  
PREPARED BY: Charles Waller, PE  
Whitney Anderson, PE



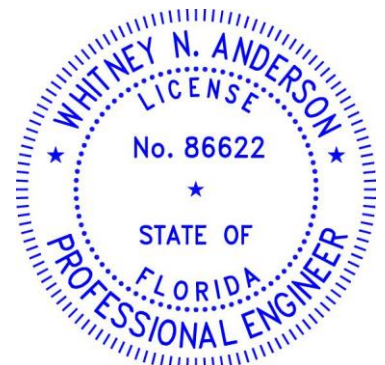
SPECIFICATIONS PACKAGE  
Contract Number: CA450  
FINANCIAL PROJECT ID(S): 445563-1-58-01  
FEDERAL FUNDS  
DISTRICT TWO  
TAYLOR COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the July 2022 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

*I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.*

This item has been digitally signed and sealed by Whitney Anderson, PE 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.

Date: May 10, 2022  
State of Florida,  
Professional Engineer, License No.: 86622  
Firm/Agency Name: Peters and Yaffee, Inc.  
Firm/Agency Address: 9822 Tapestry Park Circle, Suite 205  
City, State, Zip Code: Jacksonville, FL 32246  
Page(s): 1-40



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**LAP DIVISION 1 SPECIFICATIONS.**

(REV 3-11-21) (7-22)

Construction Checklist Specifications  
from  
Department of Transportation  
Standard Specifications for Road and Bridge Construction

*The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)*

## **FROM SECTION 1 – DEFINITIONS AND TERMS:**

**Department Name Taylor County**

**Engineer Peters and Yaffee, Inc.**

### **Contractor's Engineer of Record.**

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

### **Specialty Engineer.**

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

- (1) Registration as a Professional Engineer in the State of Florida.
- (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.



## **FROM SECTION 4 (ALTERATION OF WORK).**

### **4-3 Alteration of Plans or of Character of Work.**

**4-3.1 General:** The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

**4-3.2 Increase, Decrease or Alteration in the Work:** The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the

Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

**4-3.2.1 Allowable Costs for Extra Work:** The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate

Table 4-1	
Item	Rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176  
x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating  
Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly  
Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment  
Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which

a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

**4-3.2.2 Subcontracted Work:** Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original

Subcontract amounts(s)\*

B = Original Contract Time

C = 8%

Ds = Average Overhead Per-Day

\* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind

the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

**4-3.3 No Waiver of Contract:** Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

**4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment:** A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

**4-3.5 Extra Work:** Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

**4-3.6 Connections to Existing Pavement, Drives and Walks:** Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

**4-3.7 Differing Site Conditions:** During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify

the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

**4-3.8 Changes Affecting Utilities:** The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

#### **4-3.9 Cost Savings Initiative Proposal:**

##### **4-3.9.1 Intent and Objective:**

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credit to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform

the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

**4-3.9.2 Subcontractors:** The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

**4-3.9.3 Data Requirements:** As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

**4-3.9.4 Processing Procedures:** Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any



Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

**4-3.9.5 Computations for Change in Contract Cost of Performance:** If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

**4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges:** A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractor's Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

**4-3.9.7 Sharing Arrangements:** If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

**4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:**

**4-3.9.8.1 Notice of Intellectual Property Interests:** The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

**4-3.9.8.2 Department's Future Rights to a Proposal:** Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by

the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

## **FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).**

### **5-12 Claims by Contractor.**

**5-12.1 General:** When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

#### **5-12.2 Notice of Claim:**

**5-12.2.1 Claims For Extra Work:** Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change,

with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

**5-12.2.2 Claims For Delay:** Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

**5-12.3 Content of Written Claim:** As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;
3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
  - a. documented additional job site labor expenses;
  - b. documented additional cost of materials and supplies;
  - c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
  - d. any other additional direct costs or damages and the documents in support thereof;
  - e. any additional indirect costs or damages and all documentation in support thereof.
6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

**5-12.4 Action on Claim:** The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

**5-12.5 Pre-Settlement and Pre-Judgment Interest:** Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

**5-12.6 Compensation for Extra Work or Delay:**

**5-12.6.1 Compensation for Extra Work:** Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

**5-12.6.2 Compensation for Delay:** Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

**5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay:** For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

**5-12.7 Mandatory Claim Records:** After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the

extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

**5-12.8 Claims For Acceleration:** The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

**5-12.9 Certificate of Claim:** When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

**5-12.10 Non-Recoverable Items:** The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

**5-12.11 Exclusive Remedies:** Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

**5-12.12 Settlement Discussions:** The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

**5-12.13 Personal Liability of Public Officials:** In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible,

either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

**5-12.14 Auditing of Claims:** All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;



18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

## **FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).**

### **6-5 Products and Source of Supply.**

**6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only):** Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

**6-5.2 Source of Supply-Steel:** Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the

United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

## **FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)**

**7-1.1 Compliance with FHWA 1273:** The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/deo112468a91904c88e94148b94569982fdff3d2.pdf?sfvrsn=6b78d1d6\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/deo112468a91904c88e94148b94569982fdff3d2.pdf?sfvrsn=6b78d1d6_2)

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

### **7-1.4 Compliance with Federal Endangered Species Act and other Wildlife**

**Regulations:** The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL

address: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2).

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

**7-1.8 Compliance with Section 4(f) of the USDOT Act:** Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

#### **7-16 Wage Rates for Federal-Aid Projects.**

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL20220153	Highway – All Highway work under this contract

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

#### **7-24 Disadvantaged Business Enterprise Program.**

~~**7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three~~

years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

**7-24.2 Required Contract and Subcontract DBE Assurance Language:** In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.”

**7-24.3 Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:

1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor’s organization.

2. The designation of a Liaison Officer within the Contractor’s organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

d. Encouraging eligible DBEs to apply for certification with the Department.

e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

**7-24.4 DBE Records and Reports:** Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
  2. the number of subordinated Contracts on Department projects awarded to DBEs;
  3. the dollar value of the Contracts awarded to DBEs;
  4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
  5. a description of the general categories of Contracts awarded to DBEs;
- and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

#### **7-24.5 Counting DBE Participation and Commercially Useful Functions:**

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

**7-24.6 Prompt Payments:** Meet the requirements of 9-5 for payments to all DBE subcontractors.

## **7-25 On-The-Job Training Requirements.**

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;

3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the



employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,

3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntarily terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

#### **7-26 Cargo Preference Act – Use of United States-Flag Vessels.**

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

## **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.

## **7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.**

**7-31.1 Appendix A:** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**7-31.2 Appendix E:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

## **FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).**

### **8-1 Subletting or Assigning of Contracts.**

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

**8-7.3.2 Contract Time Extensions:** The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or
2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the

manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract

Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

### **8-10 Liquidated Damages for Failure to Complete the Work.**

**8-10.2 Amount of Liquidated Damages:** Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$868
Over \$50,000 but less than \$250,000.....	\$882
\$250,000 but less than \$500,000.....	\$1,197
\$500,000 but less than \$2,500,000.....	\$1,694
\$2,500,000 but less than \$5,000,000.....	\$2,592
\$5,000,000 but less than \$10,000,000.....	\$3,786
\$10,000,000 but less than \$15,000,000.....	\$4,769
\$15,000,000 but less than \$20,000,000.....	\$5,855
\$20,000,000 and over.....	\$9,214 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

### **FROM SECTION 9 (PARTIAL PAYMENTS).**

#### **9-5 Partial Payments.**

**9-5.1 General:** The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities



completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

**9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

**9-5.3 Withholding Payment:**

**9-5.3.1 Withholding Payment for Defective Work:** If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

**9-5.3.2 Withholding Payment for Failure to Comply:** The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;
2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;
3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and
4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

**9-5.4 Release of Retainage After Acceptance:** When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21-A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to \$1,000 plus any amount that the Department elects to deduct for defective work as provided in 9-5.3.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as

provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

**9-5.5 Partial Payments for Delivery of Certain Materials:**

**9-5.5.1 General:** The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

**9-5.5.2 Partial Payment Amounts:** The following partial payment restrictions apply:

1. Partial payments less than \$5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

**9-5.5.3 Off Site Storage:** If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Florida Department of Transportation.”

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

**9-5.6 Certification of Payment to Subcontractors:** The term “subcontractor,” as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor’s work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

## **SCOPE OF WORK – INTENT OF CONTRACT.**

**(REV 10-25-21) (FA 1-26-22) (7-22)**

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of the implementation of enhanced curve-warning signing, pavement markings and audible-vibratory pavement markings at 31 curves throughout the corridor and to address a potential hazard involving nearby roadside hazard at the intersection of CR 361 (2nd St W) at 1st Ave N.

# **THIS COMPLETES THIS SPECIFICATIONS PACKAGE**

## **PART 6 – DRAWINGS (BOUND SEPARATELY)**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

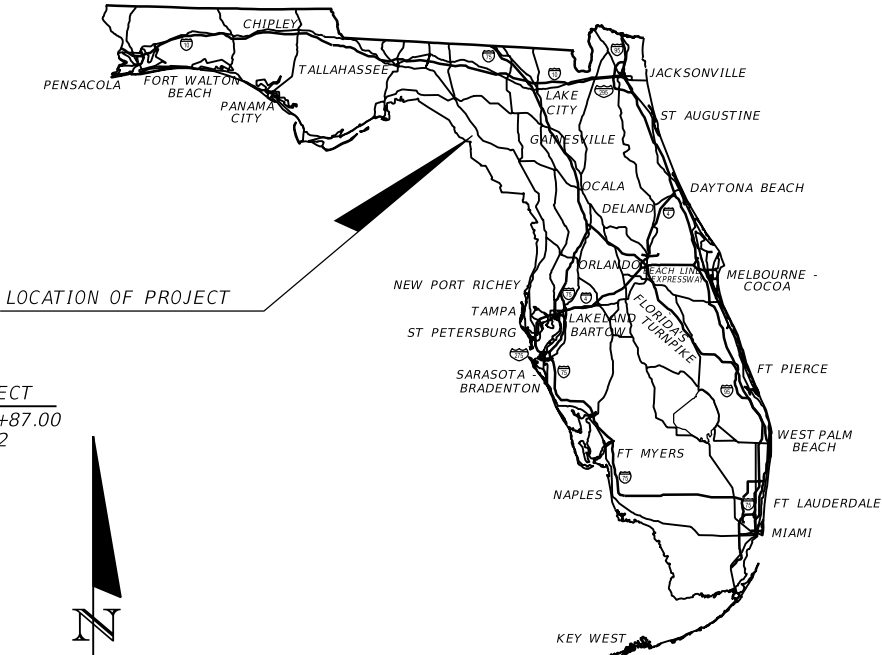
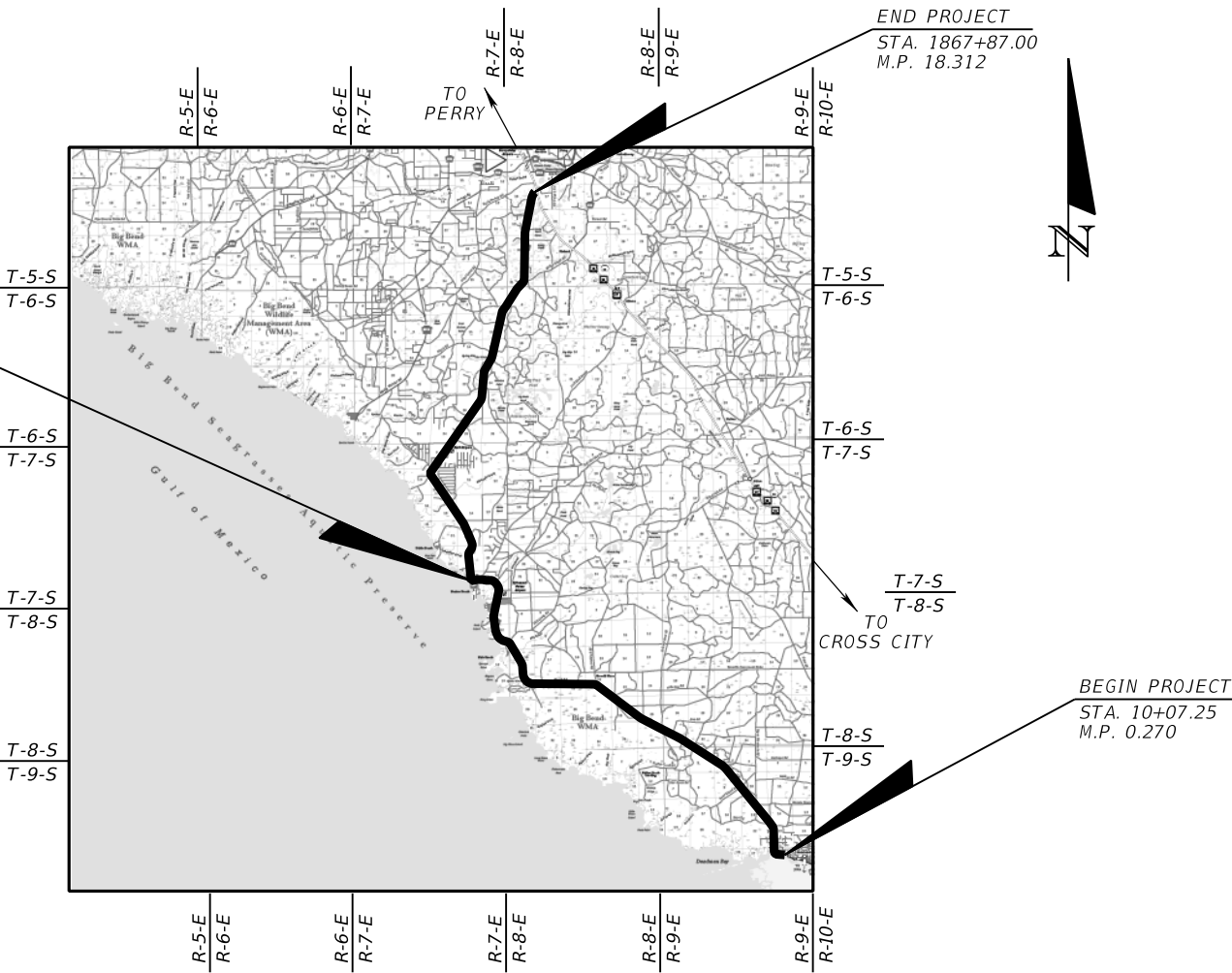
CONTRACT PLANS

FINANCIAL PROJECT ID 445563-1-58-01  
TAYLOR COUNTY (38514), (38590)  
COUNTY ROAD NO. 361

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4 - 8	PROJECT LAYOUT
9	GENERAL NOTES
10	PLAN SHEET
11	TEMPORARY TRAFFIC CONTROL PLAN
12 - 20	TABULATION OF QUANTITIES
21 - 82	SIGNING AND PAVEMENT MARKINGS
83	GUIDE SIGN WORKSHEET

MILEPOST EQUATION  
M.P. 17.119 (38514) = M.P. 0.00 (38590)



GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).  
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

ROADWAY PLANS  
ENGINEER OF RECORD:

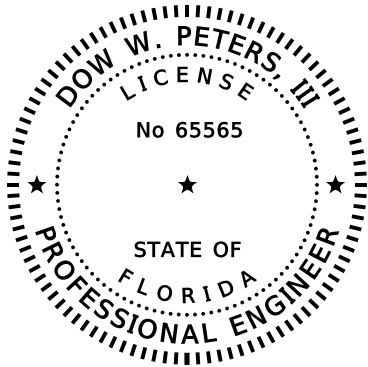
DOW W. PETERS III, P.E. NO.: 65565  
PETERS AND YAFFEE, INC.  
9822 TAPESTRY PARK CIRCLE, SUITE 205  
JACKSONVILLE, FL 32246  
(904) 265-0751  
CONTRACT NO.: CA450  
VENDOR NO.: F263166179-001

PROJECT MANAGER:

KENNETH DUDLEY, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
		1

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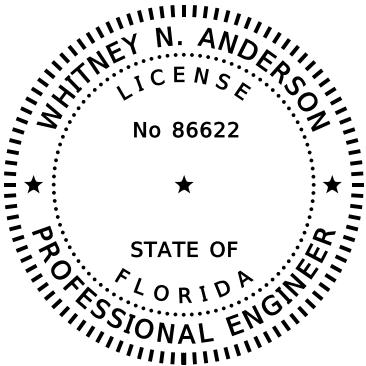
ON THE DATE ADJACENT TO THE SEAL

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JACKSONVILLE, FL 32246  
DOW W. PETERS III, P.E. 65565

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

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JACKSONVILLE, FL 32246  
WHITNEY N. ANDERSON, P.E. NO. 86622

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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 DOW W. PETERS III, P.E. 65565	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		2

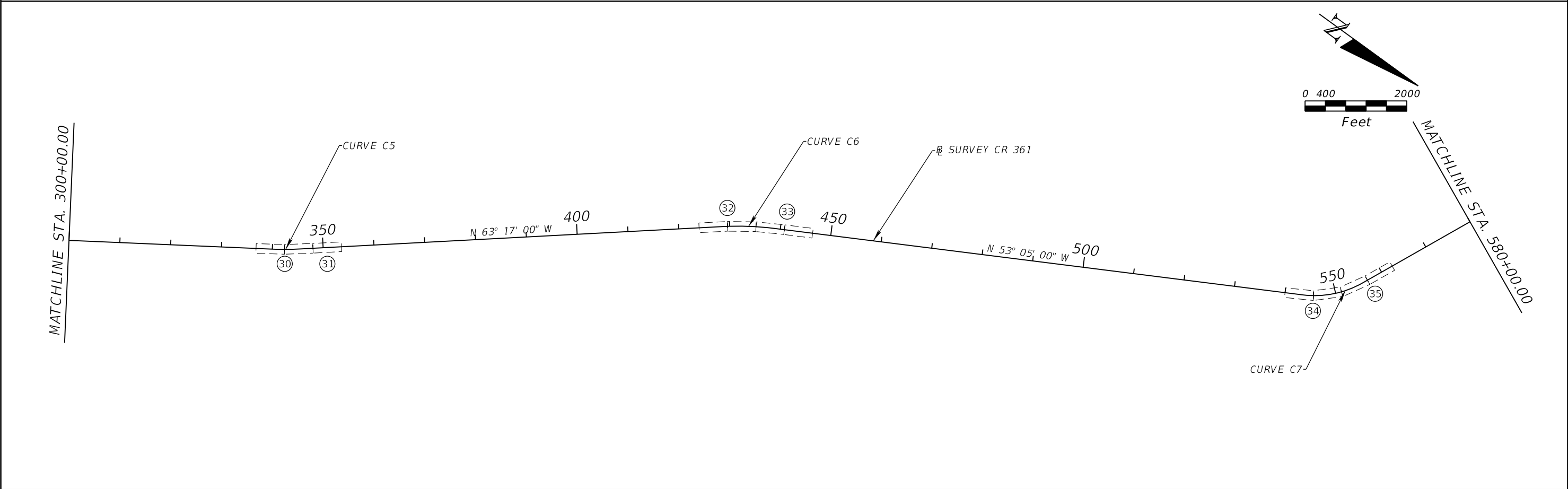
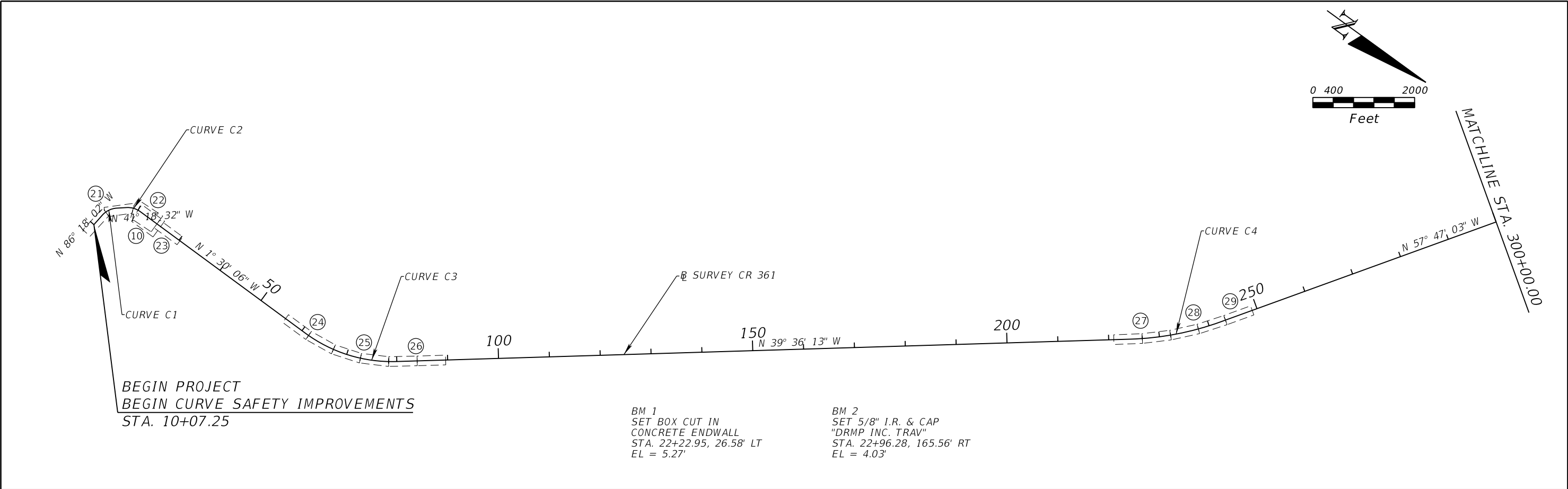
SUMMARY OF ROADWAY				
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL	
			PLAN	FINAL
0101- 1	MOBILIZATION	LS	1	
0102- 1	MAINTENANCE OF TRAFFIC	LS	1	
0102- 60	WORK ZONE SIGN	ED	2780	
0102- 74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	10020	
0102- 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	120	
0110- 1- 1	CLEARING AND GRUBBING	AC	0.089	
0536- 1- 1	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	419	
0536- 73-	GUARDRAIL REMOVAL	LF	158	
0536- 85- 20	GUARDRAIL END TREATMENT-TRAILING ANCHORAGE	EA	2	
0536- 85- 24	GUARDRAIL END TREATMENT-PARALLEL APPROACH TERMINAL	EA	2	
0570- 1- 2	PERFORMANCE TURF, SOD	SY	426	

SUMMARY OF SIGNING				
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY TOTAL	
			PLAN	FINAL
546- 71- 1	RAISED RUMBLE STRIP SET-PERMANENT	EA	8	
700- 1- 11	SINGLE POST SIGN, FURNISH AND INSTALL GROUND MOUNT, UP TO 12 SF	AS	232	
700- 1- 50	SINGLE POST SIGN, RELOCATE	AS	14	
700- 1- 60	SINGLE POST SIGN, REMOVE	AS	77	
700- 3- 101	SIGN PANEL, FURNISH AND INSTALL GROUND MOUNT, UP TO 12 SF	EA	5	
700- 3- 601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	2	
700- 13- 15	RETROREFLECTIVE SIGN STRIP - FURNISH AND INSTALL, 5'	EA	58	
701- 18- 101	PROFILED THERMOPLASTIC, STANDARD - ASPHALT SURFACES, WHITE, SOLID 6"	GM	16.523	
701- 18- 201	PROFILED THERMOPLASTIC, STANDARD - ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	15.976	
701- 18- 221	PROFILED THERMOPLASTIC, STANDARD - ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.199	
705- 10- 1	OBJECT MARKER, TYPE 1	EA	4	
705- 10- 2	OBJECT MARKER, TYPE 2	EA	32	
705- 10- 3	OBJECT MARKER, TYPE 3	EA	13	
706- 1- 3	RAISED PAVEMENT MARKER, TYPE B	EA	2248	
711- 11- 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	148	
711- 11- 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	90	
711- 11- 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.039	
711- 11- 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4	
711- 16- 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.109	
711- 16- 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.503	
711- 17- 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	290	

PAY ITEM NOTE:  
0536-73 INCLUDES THE COST OF REMOVING AND DISPOSING OF SIX (6) EXIST. CONCRETE POSTS  
LOCATED ON THE WEST SIDE OF CR 361., SOUTH OF 1ST AVE. N.

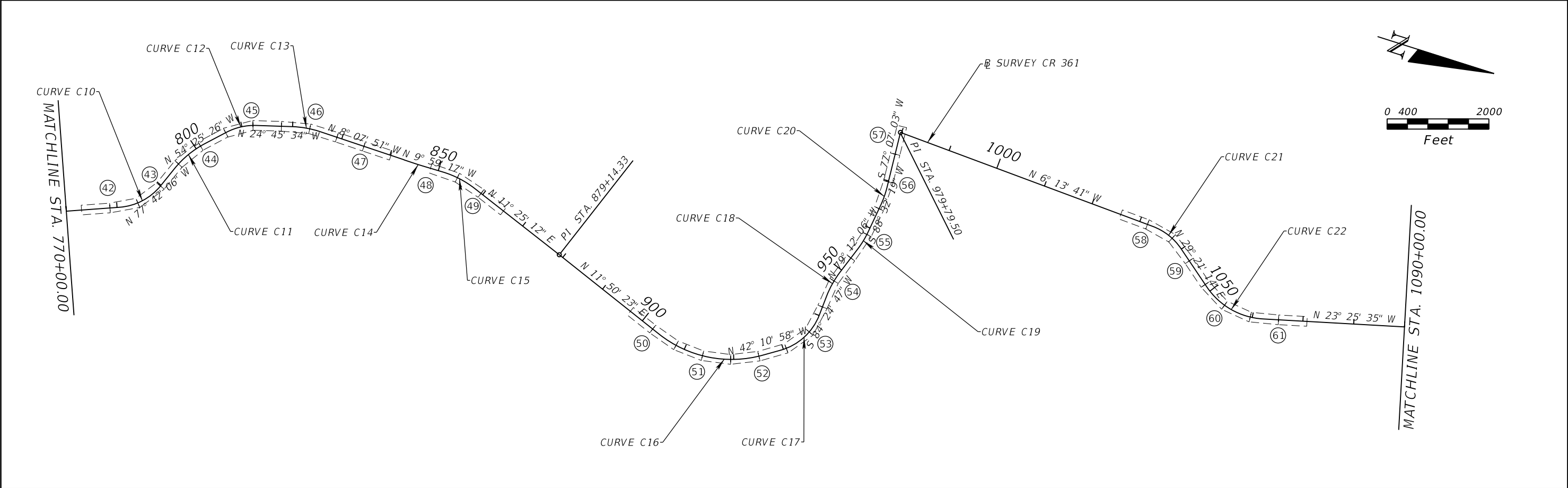
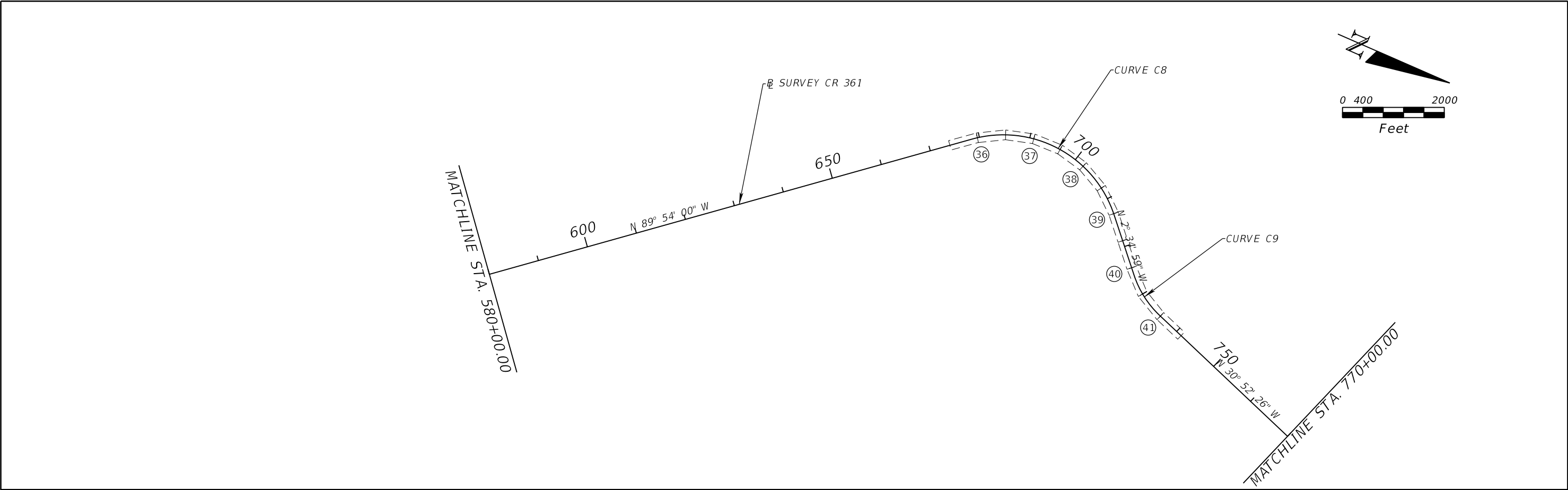
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 DOW W. PETERS III, P.E. 65565	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF PAY ITEMS	SHEET NO.
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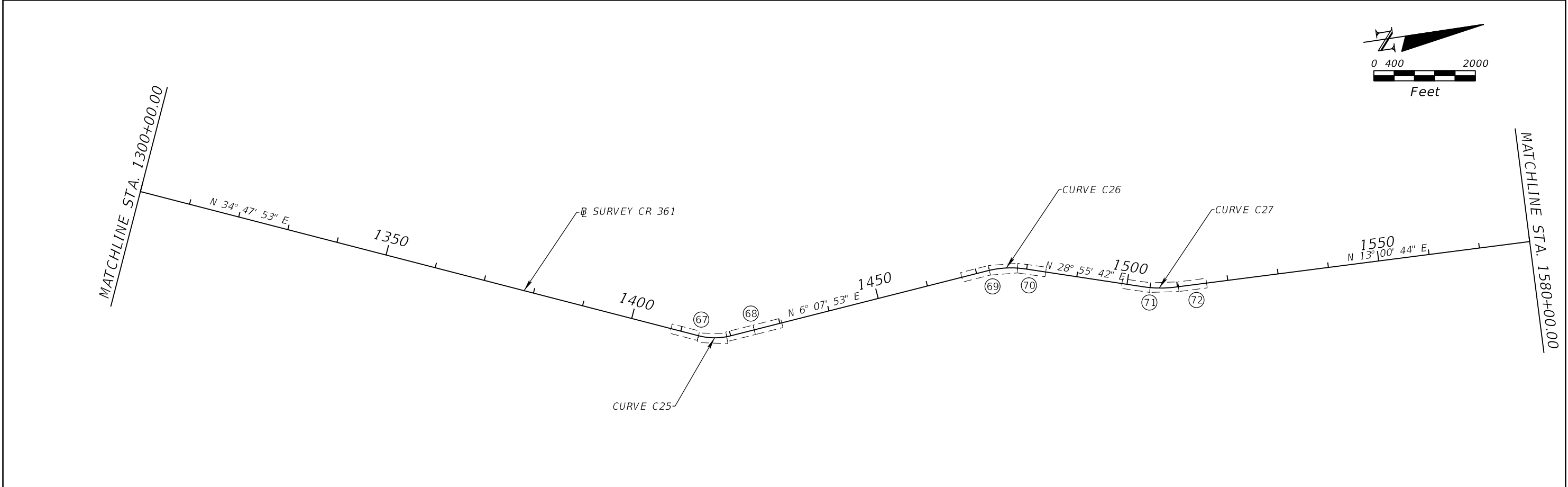
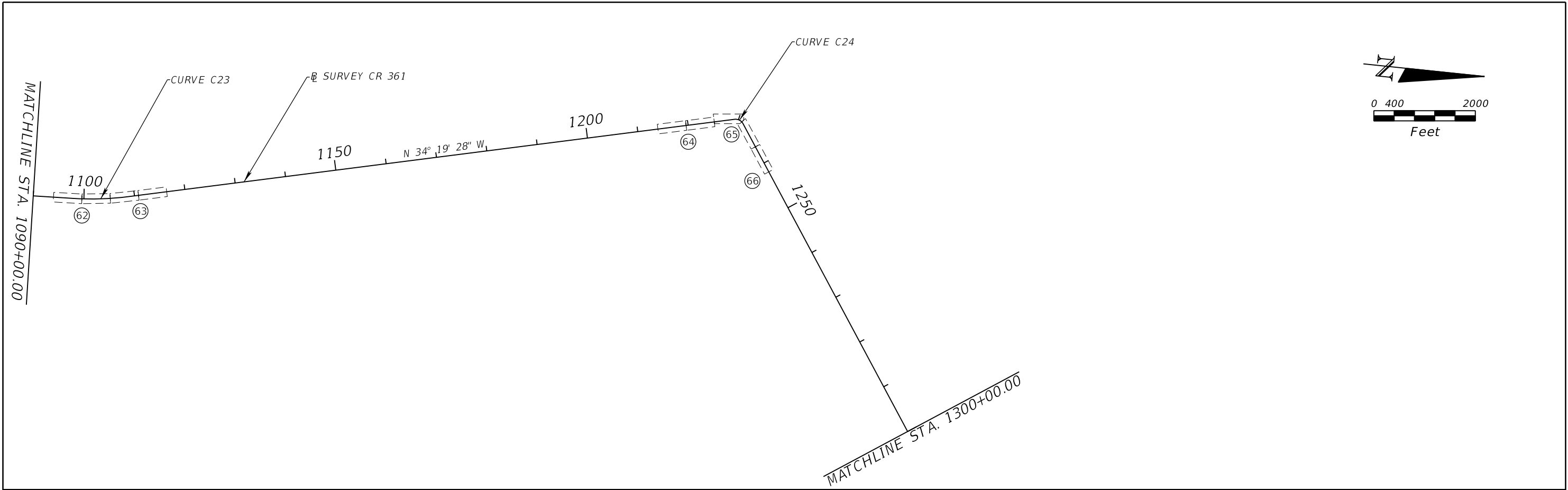
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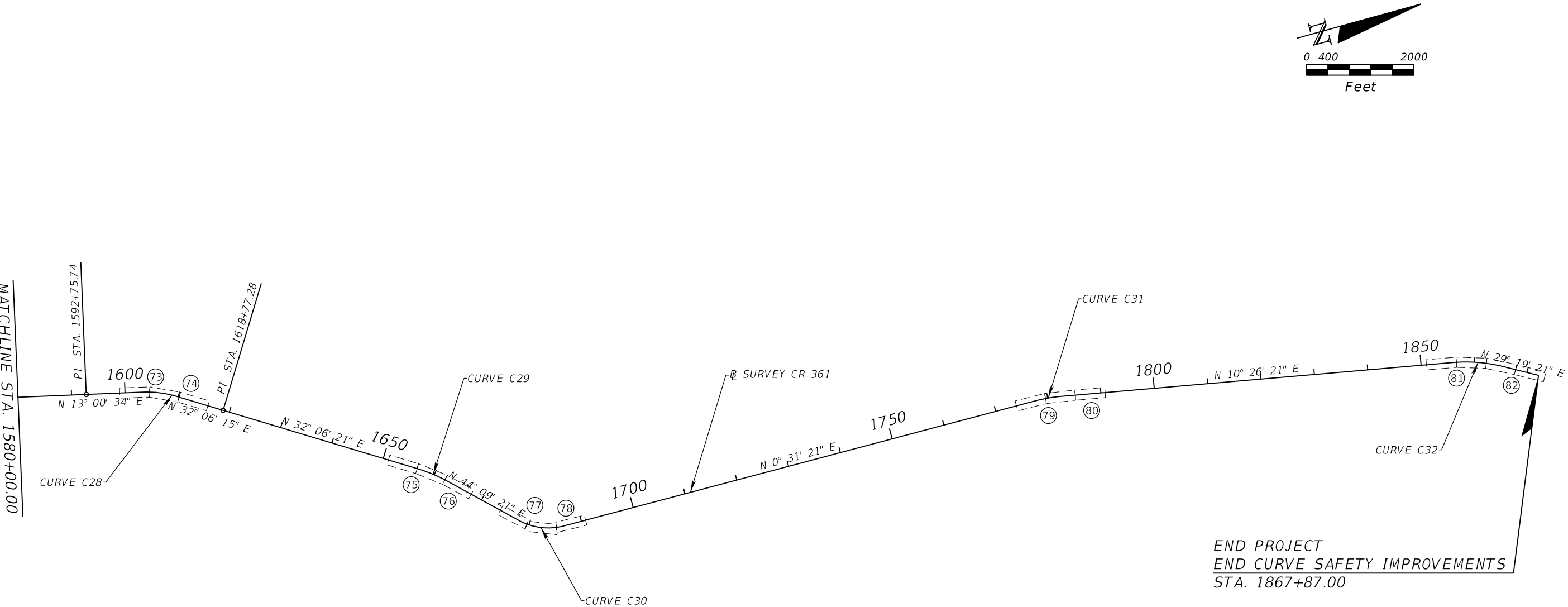


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<div>CURVE DATA C1 PI STA. = 14+19.49 Δ = 44° 59' 30" (RT) D = 13° 59' 59" T = 169.49 L = 321.37 R = 409.26 PC STA. = 12+50.00 PT STA. = 15+71.37</div>		<div>CURVE DATA C2 PI STA. = 19+14.99 Δ = 39° 48' 25" (RT) D = 13° 59' 59" T = 148.18 L = 284.34 R = 409.26 PC STA. = 17+66.81 PT STA. = 20+51.15</div>		<div>CURVE DATA C3 PI STA. = 70+73.46 Δ = 38° 06' 07" (LT) D = 2° 00' 00" T = 989.27 L = 1,905.09 R = 2,864.79 PC STA. = 60+84.19 PT STA. = 79+89.28</div>		<div>CURVE DATA C4 PI STA. = 233+39.06 Δ = 18° 10' 51" (LT) D = 1° 00' 00" T = 916.75 L = 1,818.08 R = 5,729.58 PC STA. = 224+22.31 PT STA. = 242+40.39</div>		<div>CURVE DATA C5 PI STA. = 342+62.52 Δ = 5° 29' 56" (LT) D = 1° 00' 00" T = 275.15 L = 549.89 R = 5,729.58 PC STA. = 339+87.36 PT STA. = 345+37.25</div>		<div>CURVE DATA C6 PI STA. = 433+75.61 Δ = 10° 12' 00" (RT) D = 1° 00' 00" T = 511.35 L = 1,020.00 R = 5,729.58 PC STA. = 428+64.26 PT STA. = 438+84.26</div>	
<div>CURVE DATA C7 PI STA. = 549+80.99 Δ = 36° 49' 00" (LT) D = 3° 00' 00" T = 635.63 L = 1,227.22 R = 1,909.86 PC STA. = 543+45.36 PT STA. = 555+72.58</div>		<div>CURVE DATA C8 PI STA. = 700+36.90 Δ = 87° 19' 00" (RT) D = 2° 30' 00" T = 2,186.94 L = 3,492.67 R = 2,291.83 PC STA. = 678+49.96 PT STA. = 713+42.63</div>		<div>CURVE DATA C9 PI STA. = 730+78.42 Δ = 28° 17' 27" (LT) D = 3° 00' 00" T = 481.33 L = 943.03 R = 1,909.86 PC STA. = 725+97.09 PT STA. = 735+40.12</div>		<div>CURVE DATA C10 PI STA. = 785+46.64 Δ = 46° 49' 40" (LT) D = 5° 00' 00" T = 496.21 L = 936.56 R = 1,145.92 PC STA. = 780+50.42 PT STA. = 789+86.98</div>		<div>CURVE DATA C11 PI STA. = 798+14.52 Δ = 23° 16' 40" (RT) D = 3° 00' 00" T = 393.39 L = 775.93 R = 1,909.86 PC STA. = 794+21.14 PT STA. = 801+97.06</div>		<div>CURVE DATA C12 PI STA. = 809+87.08 Δ = 29° 39' 52" (RT) D = 4° 51' 20" T = 312.48 L = 610.93 R = 1,180.00 PC STA. = 806+74.60 PT STA. = 812+85.53</div>	
<div>CURVE DATA C13 PI STA. = 822+75.13 Δ = 16° 37' 43" (RT) D = 2° 59' 26" T = 280.00 L = 556.06 R = 1,915.97 PC STA. = 819+95.13 PT STA. = 825+51.19</div>		<div>CURVE DATA C14 PI STA. = 845+87.63 Δ = 1° 51' 26" (LT) D = 0° 58' 37" T = 95.07 L = 190.12 R = 5,865.03 PC STA. = 844+92.56 PT STA. = 846+82.67</div>		<div>CURVE DATA C15 PI STA. = 854+52.79 Δ = 21° 24' 29" (RT) D = 3° 00' 22" T = 360.28 L = 712.17 R = 1,906.02 PC STA. = 850+92.51 PT STA. = 858+04.68</div>		<div>CURVE DATA C16 PI STA. = 915+87.05 Δ = 54° 01' 21" (LT) D = 2° 30' 01" T = 1,168.18 L = 2,160.65 R = 2,291.57 PC STA. = 904+18.87 PT STA. = 925+79.52</div>		<div>CURVE DATA C17 PI STA. = 935+18.05 Δ = 53° 24' 16" (LT) D = 4° 59' 50" T = 576.72 L = 1,068.70 R = 1,146.58 PC STA. = 929+41.33 PT STA. = 940+10.03</div>		<div>CURVE DATA C18 PI STA. = 946+80.00 Δ = 16° 23' 08" (RT) D = 2° 59' 49" T = 275.24 L = 546.72 R = 1,911.75 PC STA. = 944+04.76 PT STA. = 949+51.49</div>	
<div>CURVE DATA C19 PI STA. = 957+19.19 Δ = 12° 15' 35" (LT) D = 2° 59' 51" T = 205.28 L = 409.00 R = 1,911.46 PC STA. = 955+13.90 PT STA. = 959+22.90</div>		<div>CURVE DATA C20 PI STA. = 966+82.14 Δ = 11° 25' 16" (LT) D = 2° 59' 59" T = 191.01 L = 380.75 R = 1,910.08 PC STA. = 964+91.13 PT STA. = 968+71.88</div>		<div>CURVE DATA C21 PI STA. = 1036+42.63 Δ = 35° 34' 56" (RT) D = 4° 56' 36" T = 371.92 L = 719.79 R = 1,159.03 PC STA. = 1032+70.70 PT STA. = 1039+90.49</div>		<div>CURVE DATA C22 PI STA. = 1056+07.68 Δ = 52° 46' 49" (LT) D = 4° 00' 30" T = 709.25 L = 1,316.74 R = 1,429.39 PC STA. = 1048+98.43 PT STA. = 1062+15.17</div>		<div>CURVE DATA C23 PI STA. = 1103+33.18 Δ = 10° 53' 53" (LT) D = 0° 59' 54" T = 547.49 L = 1,091.68 R = 5,739.39 PC STA. = 1097+85.69 PT STA. = 1108+77.37</div>		<div>CURVE DATA C24 PI STA. = 1230+37.34 Δ = 69° 07' 21" (RT) D = 34° 43' 29" T = 113.66 L = 199.06 R = 165.00 PC STA. = 1229+23.68 PT STA. = 1231+22.74</div>	
<div>CURVE DATA C25 PI STA. = 1416+88.21 Δ = 28° 40' 00" (LT) D = 4° 29' 56" T = 325.42 L = 637.20 R = 1,273.57 PC STA. = 1413+62.79 PT STA. = 1419+99.99</div>		<div>CURVE DATA C26 PI STA. = 1476+03.72 Δ = 22° 47' 46" (RT) D = 2° 59' 59" T = 385.07 L = 759.96 R = 1,910.08 PC STA. = 1472+18.65 PT STA. = 1479+78.61</div>		<div>CURVE DATA C27 PI STA. = 1506+41.62 Δ = 15° 54' 58" (LT) D = 2° 29' 59" T = 320.41 L = 636.70 R = 2,292.01 PC STA. = 1503+21.20 PT STA. = 1509+57.90</div>		<div>CURVE DATA C28 PI STA. = 1606+52.85 Δ = 19° 05' 41" (RT) D = 2° 59' 59" T = 321.26 L = 636.57 R = 1,910.08 PC STA. = 1603+31.58 PT STA. = 1609+68.15</div>		<div>CURVE DATA C29 PI STA. = 1659+79.34 Δ = 12° 03' 00" (RT) D = 2° 00' 00" T = 302.38 L = 602.53 R = 2,864.93 PC STA. = 1656+76.96 PT STA. = 1662+79.49</div>		<div>CURVE DATA C30 PI STA. = 1682+50.32 Δ = 43° 38' 00" (LT) D = 4° 59' 54" T = 458.87 L = 872.94 R = 1,146.28 PC STA. = 1677+91.45 PT STA. = 1686+64.40</div>	
<div>CURVE DATA C31 PI STA. = 1780+12.97 Δ = 9° 55' 00" (RT) D = 2° 00' 00" T = 248.55 L = 495.86 R = 2,864.93 PC STA. = 1777+64.42 PT STA. = 1782+60.28</div>		<div>CURVE DATA C32 PI STA. = 1860+69.31 Δ = 18° 53' 00" (RT) D = 2° 00' 00" T = 476.43 L = 944.21 R = 2,864.93 PC STA. = 1855+92.88 PT STA. = 1865+37.09</div>									
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 DOW W. PETERS III, P.E. 65565		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
						CR 361	TAYLOR	445563-1-58-01			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES

1.

BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2.

ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:  
  
THOMAS P. TRACZ  
P.S.M. NO: # 6039  
DRMP, INC.  
8001 BELFORT PARKWAY, SUITE 200  
JACKSONVILLE, FL 32256
3.

THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
4.

UTILITY/AGENCY OWNERS:  
  

COMPANY	TELEPHONE NUMBERS
CONSOLIDATED COMMUNICATION	850-229-7338
CENTURYLINK	877-366-8344 Ext: 2
COMCAST CABLE	904-738-6898
AT & T/ DISTRIBUTION	561-683-2729
UNITI FIBER LLC	904-718-8152
BIG BEND WATER AUTHORITY	352-356-7519
TRI-COUNTY ELECTRIC COOPERATIVE	850-973-2285 Ext: 337
TAYLOR COASTAL WATER & SEWER DISTRICT	850-843-7621
5.

SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE:

SIGNING AND PAVEMENT MARKINGS GENERAL NOTES

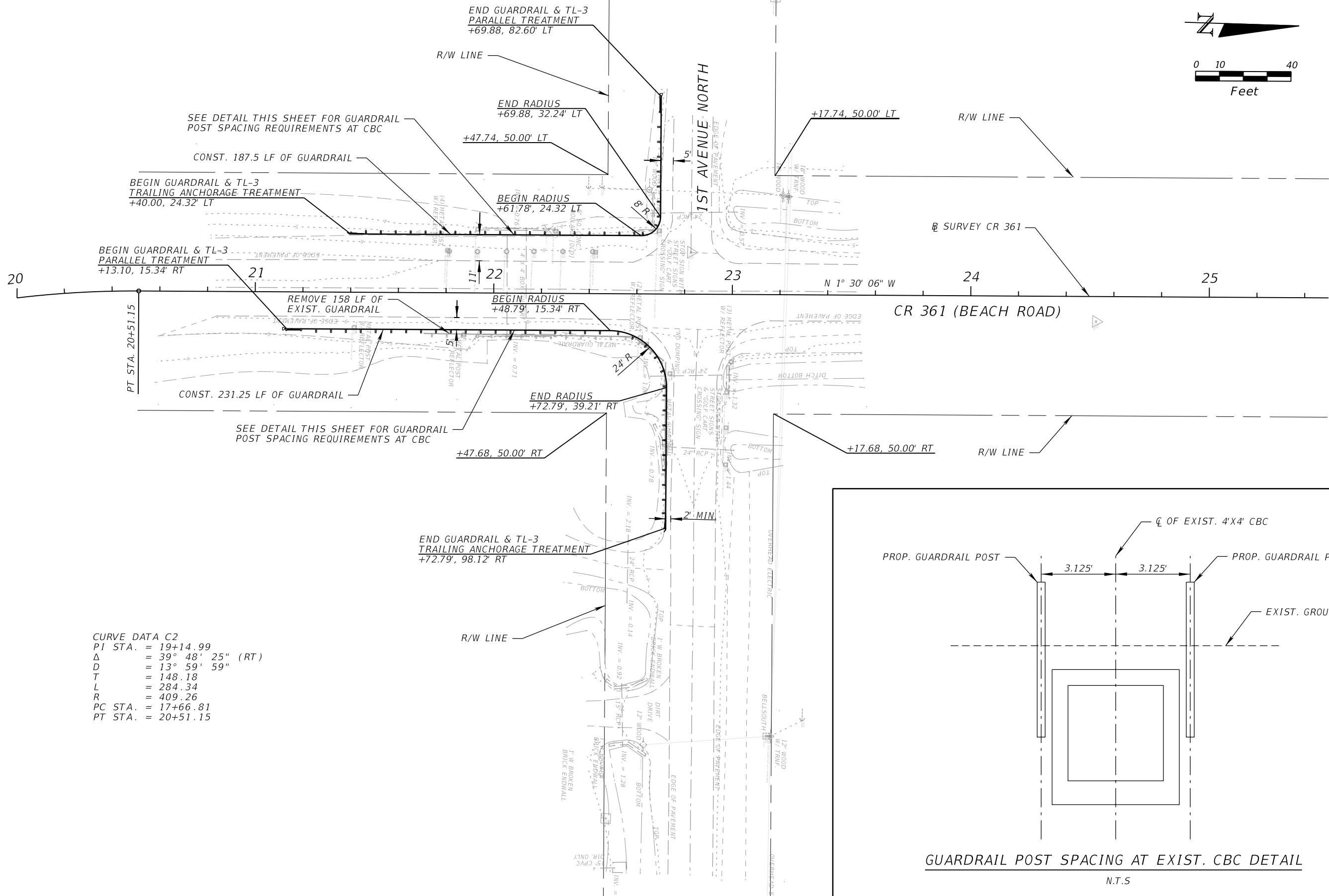
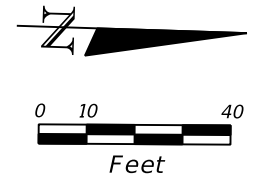
1.

EXISTING SIGN ASSEMBLIES TO BE REMOVED SHALL BE PLACED IN AREAS APPROVED BY THE ENGINEER FOR PICK UP BY TAYLOR COUNTY PUBLIC WORKS (850) 838-3528. CONTACT ROAD MANAGER 48 HOURS IN ADVANCE FOR PICK UP. ANY SIGNS NOT TAKEN BY TAYLOR COUNTY PUBLIC WORKS SHALL BE DISPOSED OF BY THE CONTRACTOR.
2.

MAINTAIN EXISTING STREET NAME SIGNS FOR 911 PURPOSES. COST FOR ALL RELOCATIONS DURING MAINTENANCE OF TRAFFIC TO BE INCLUDED UNDER RELATED PAY ITEM(S).
3.

RELOCATE EXISTING STREET NAME SIGNS ONTO PROPOSED STOP SIGNS AT EACH INTERSECTION. ADJUST COLUMN SIZE AND LENGTH FOR EACH SIGN ASSEMBLY IN ACCORDANCE WITH THE STANDARD PLANS. COST TO BE INCLUDED UNDER RELATED PAY ITEM(S). INCLUDES PROVIDING AND/OR REPLACING ANY DAMAGED/MISSING SOIL PLATES, HARDWARE, AND BRACING.

REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 DOW W. PETERS III, P.E. 65565	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		9

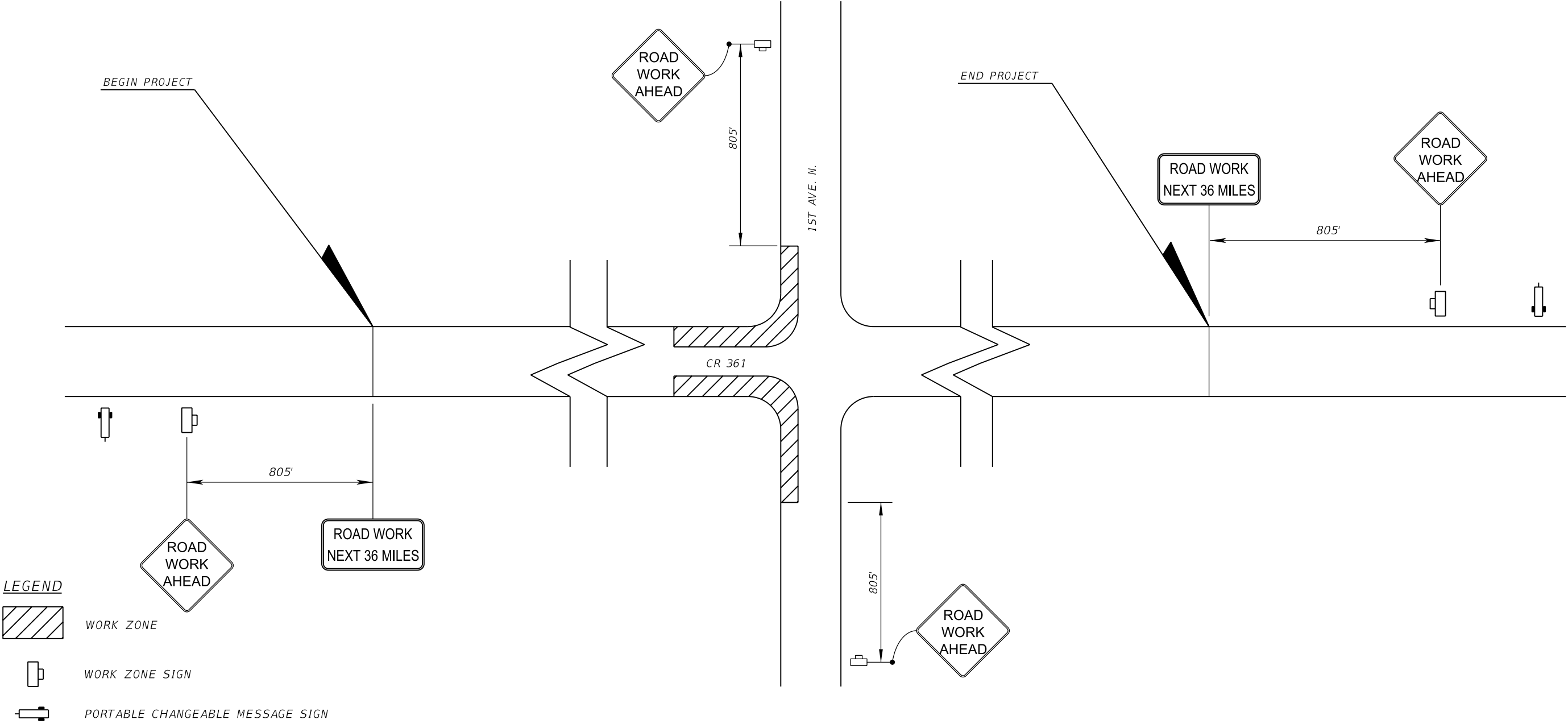


CURVE DATA C2  
PI STA. = 19+14.99  
Δ = 39° 48' 25" (RT)  
D = 13° 59' 59"  
T = 148.18  
L = 284.34  
R = 409.26  
PC STA. = 17+66.81  
PT STA. = 20+51.15

REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 DOW W. PETERS III, P.E. 65565	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PLAN SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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TTCP GENERAL NOTES

- 1. INSTALL ADVANCE WARNING SIGNING PER DETAIL ON THIS SHEET. SIGNS ARE TO REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION UNLESS IMPACTED BY ACTIVE WORK ZONE INDEX SIGNING.
- 2. UTILIZE INDEX 102-603 TO MAINTAIN TRAFFIC DURING LANE CLOSURES. UTILIZE INDEX 102-602 FOR OPERATIONS REQUIRING SHOULDER CLOSURES ONLY.
- 3. REGULATORY SPEEDS SHALL REMAIN AS POSTED WITHIN THE LIMITS OF THE WORK ZONES. THE EXISTING POSTED SPEED IS 35 MPH FOR THE CR 361 SOUTHBOUND APPROACH TO 1ST AVE. N. AND 25 MPH FOR THE CR 361 NORTHBOUND APPROACH TO 1ST AVE. N. FOR THE REMAINDER OF THE CORRIDOR THE POSTED SPEED LIMIT VARIES FROM 25 MPH TO 55 MPH.
- 4. PORTABLE CHANGEABLE MESSAGE SIGNS HAVE BEEN INCLUDED TO PROVIDE INFORMATION TO THE MOTORIST DURING MAINTENANCE OF TRAFFIC PHASES. LOCATION OF THE SIGNS, ALONG WITH THEIR CONTENT AND LENGTH OF MESSAGE, TO BE APPROVED BY THE ENGINEER.



ADVANCE WARNING SIGNING DETAIL  
NOT TO SCALE

GENERAL NOTES &  
ADVANCE WARNING SIGNING

REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 DOW W. PETERS III, P.E. 65565	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01	11	



# TABULATION OF QUANTITIES

[illegible]

REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		12
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# TABULATION OF QUANTITIES

[illegible]

REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		13
					CR 361	TAYLOR	445563-1-58-01		

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TABULATION OF QUANTITIES

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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>TABULATION OF QUANTITIES</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		14
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# TABULATION OF QUANTITIES

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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		15
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# TABULATION OF QUANTITIES

[illegible]

REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		16
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# TABULATION OF QUANTITIES

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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>TABULATION OF QUANTITIES</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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# TABULATION OF QUANTITIES

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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>TABULATION OF QUANTITIES</i>	SHEET NO.
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									18

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TABULATION OF QUANTITIES

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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>TABULATION OF QUANTITIES</i>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		19
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

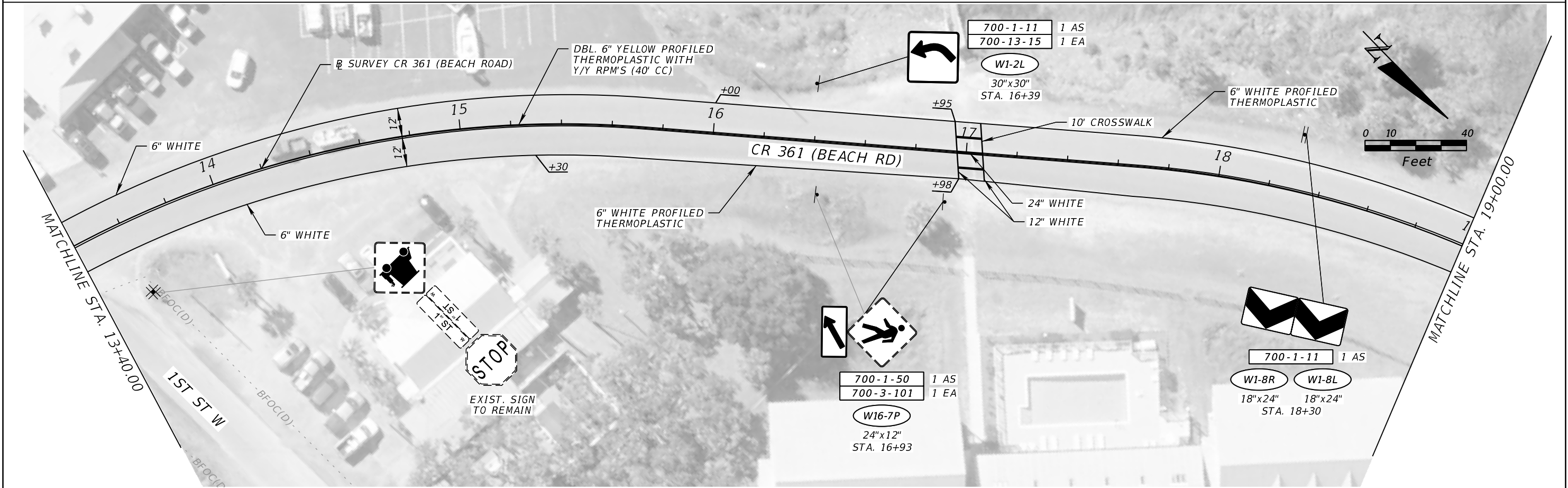
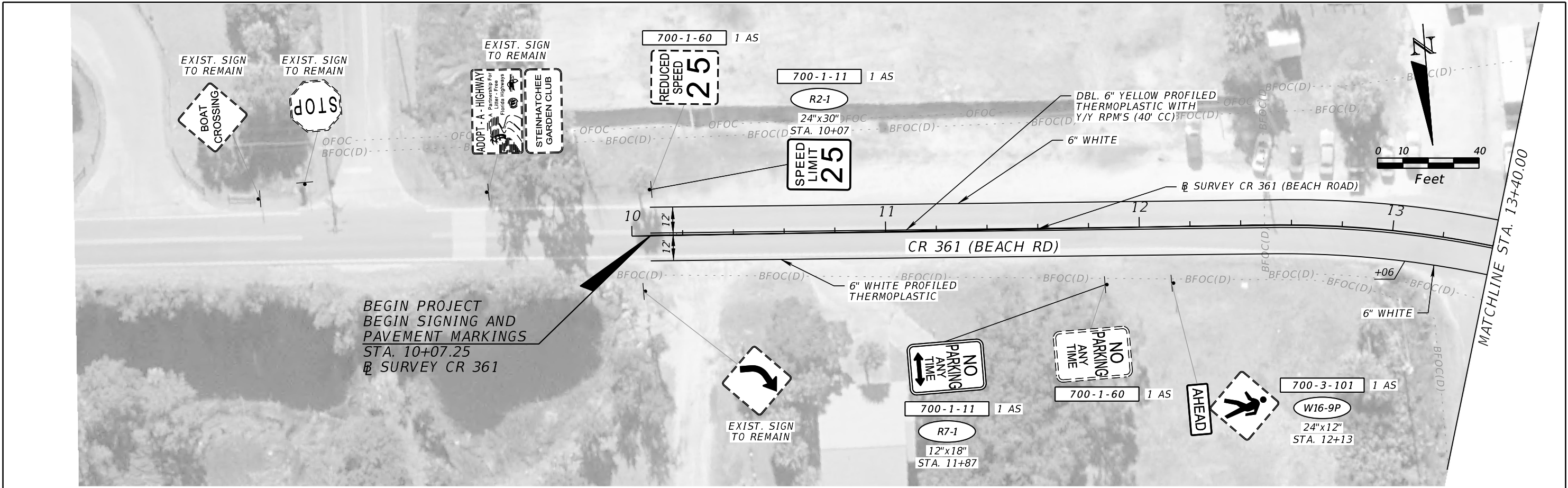


# TABULATION OF QUANTITIES

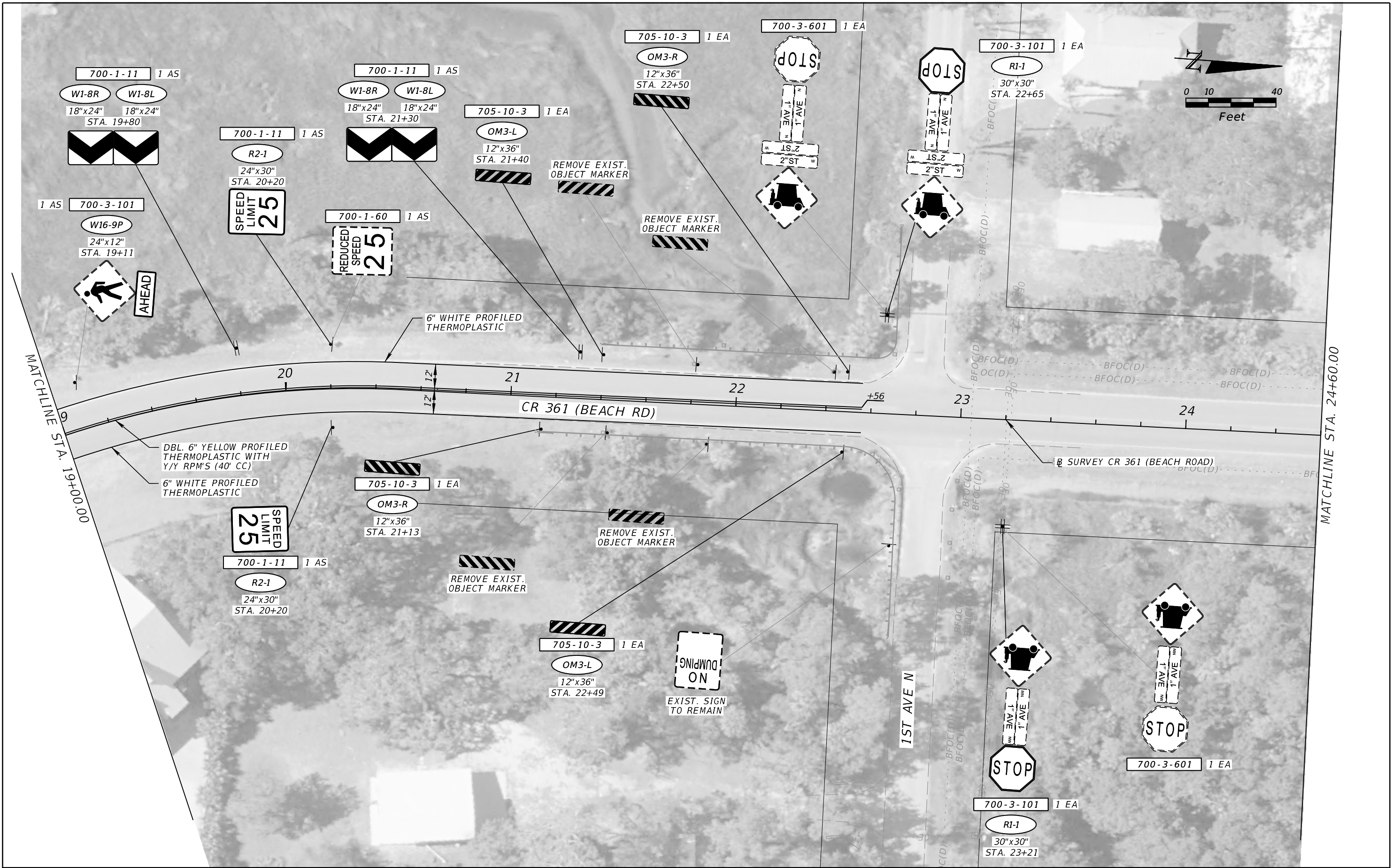
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REVISIONS				PETERS AND YAFFEE, INC. 8922 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		20
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

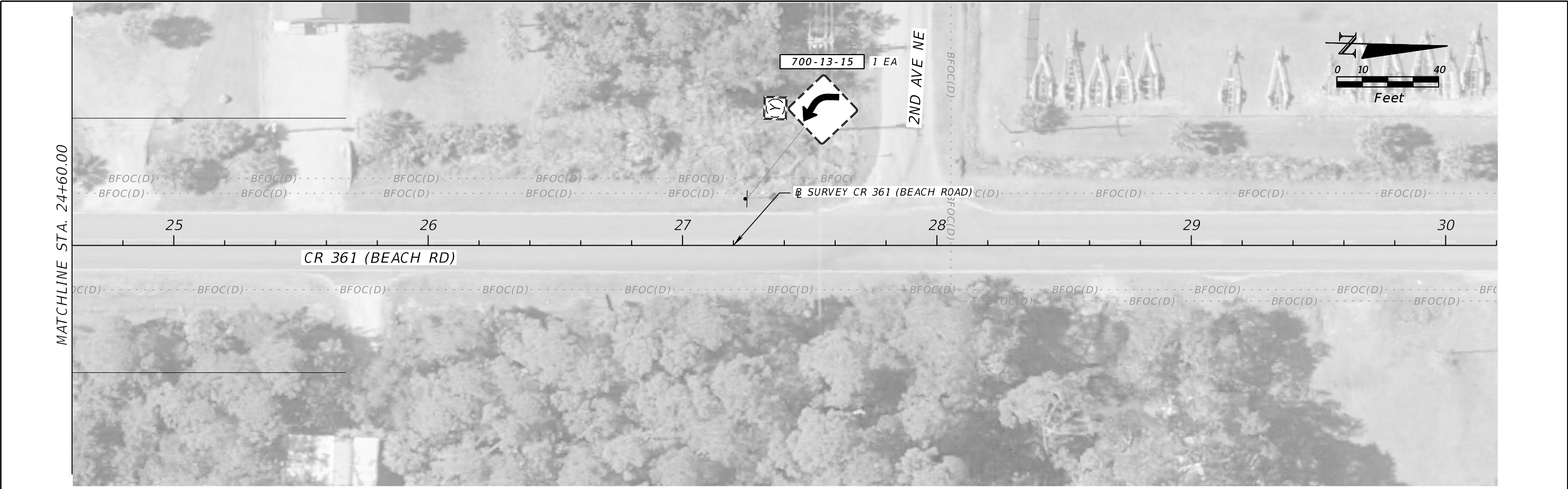


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  21
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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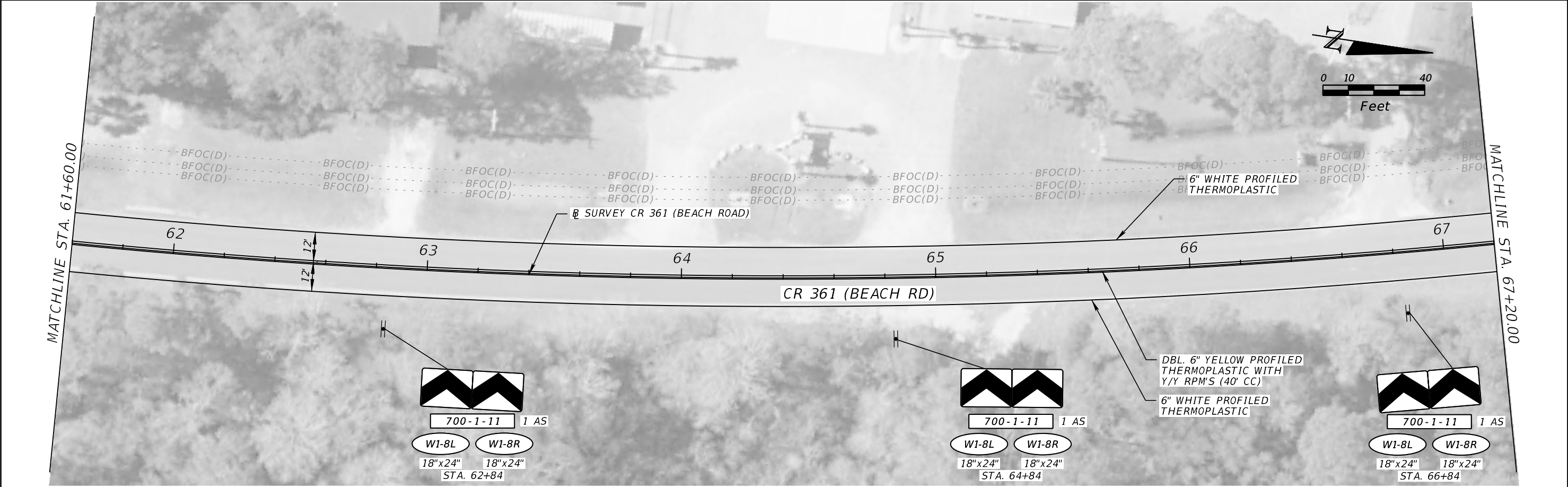
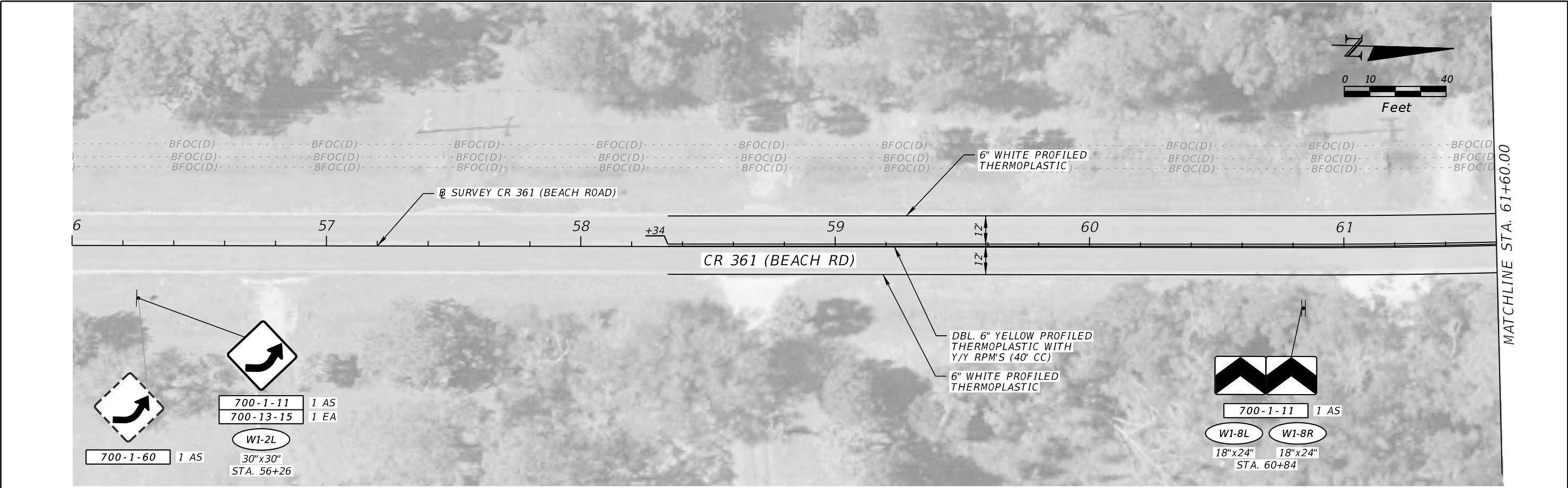


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  22
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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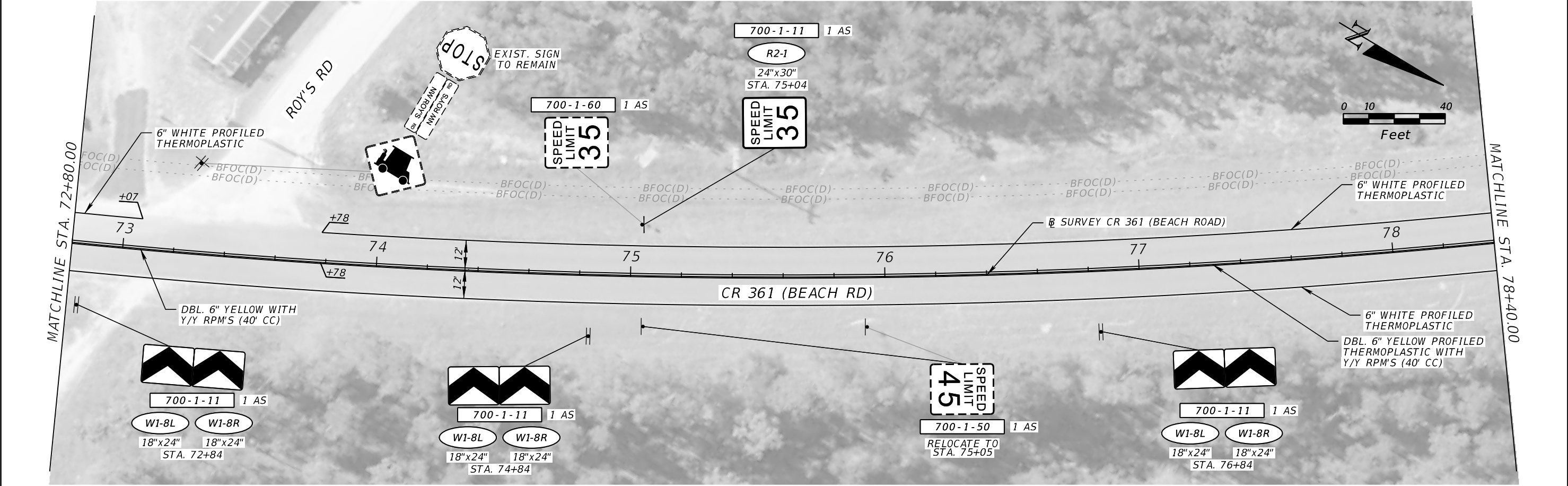
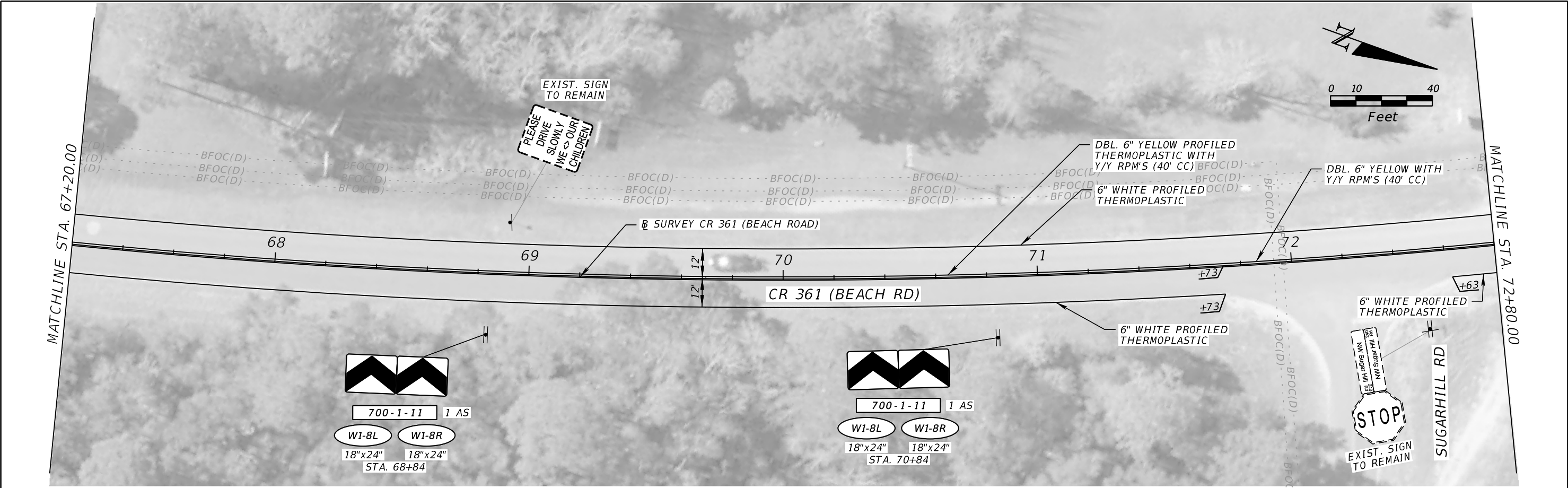




							SIGNING AND PAVEMENT MARKINGS	SHEET NO.		
REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION						
DATE	DESCRIPTION	DATE	DESCRIPTION							
				ROAD NO. COUNTY FINANCIAL PROJECT ID				23		

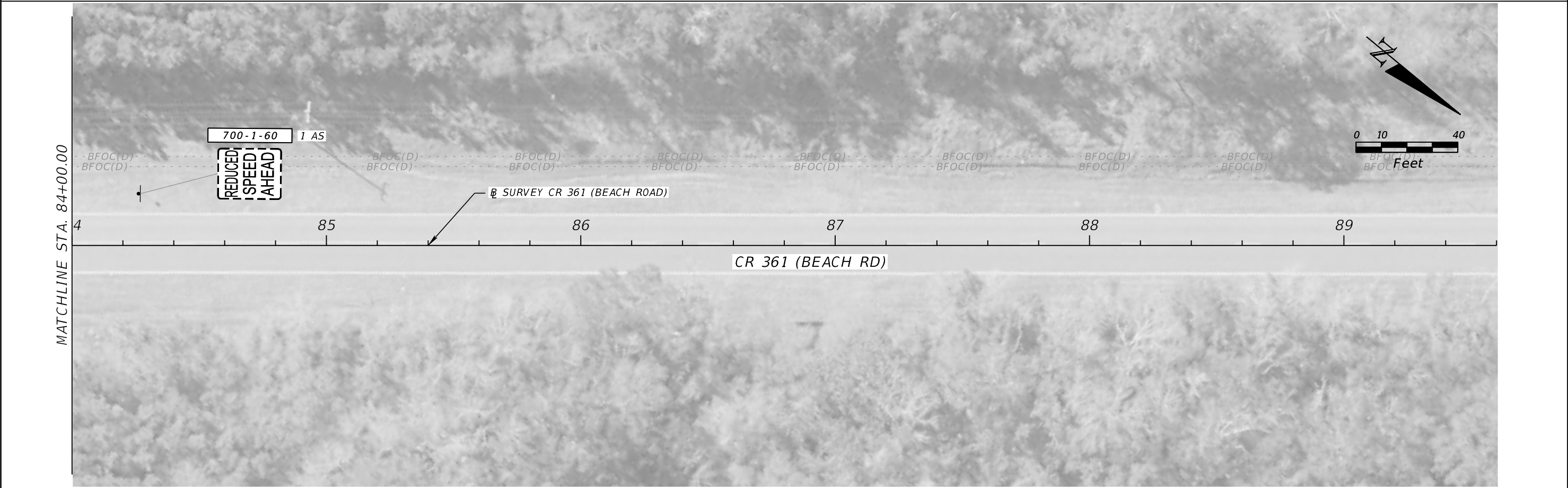
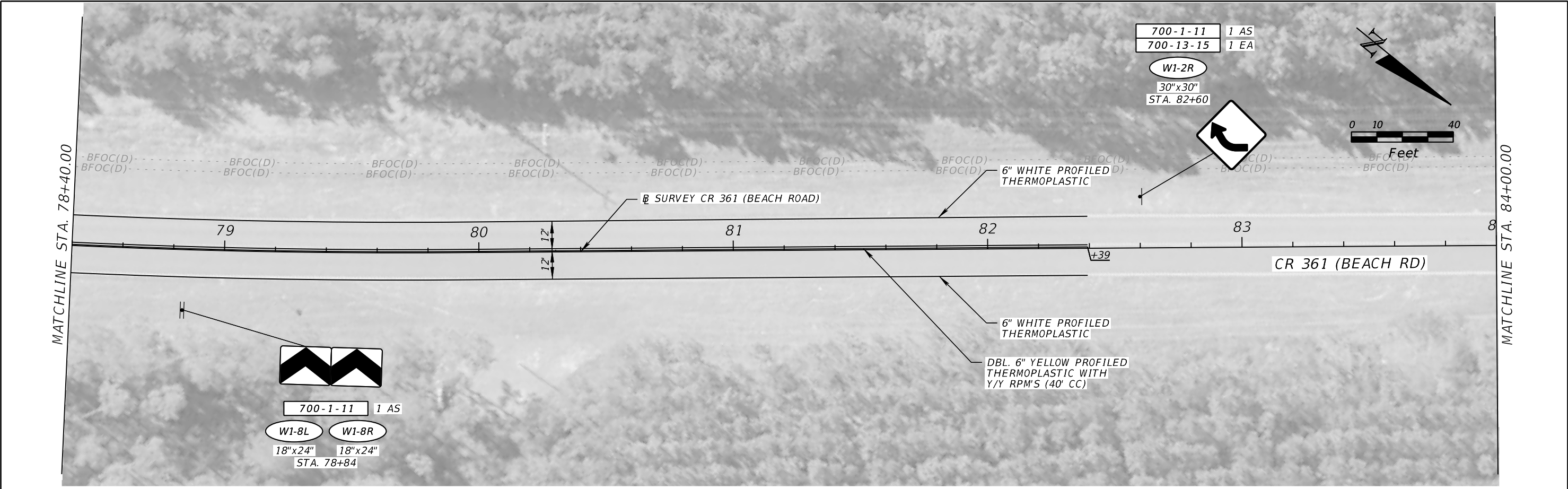


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  24
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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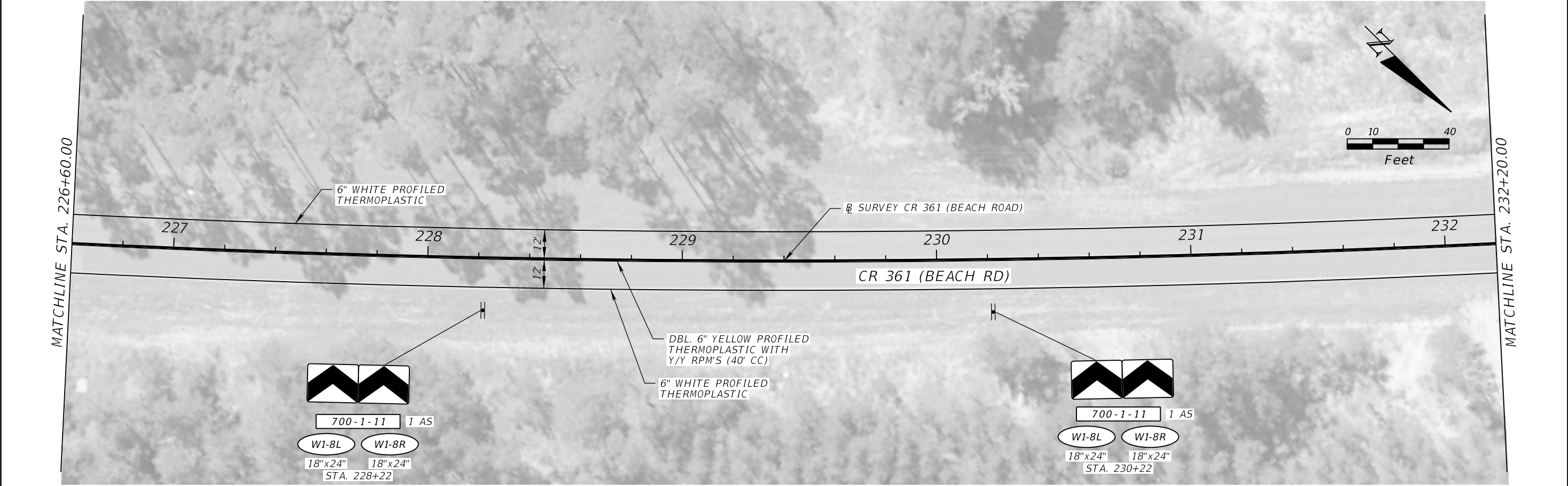
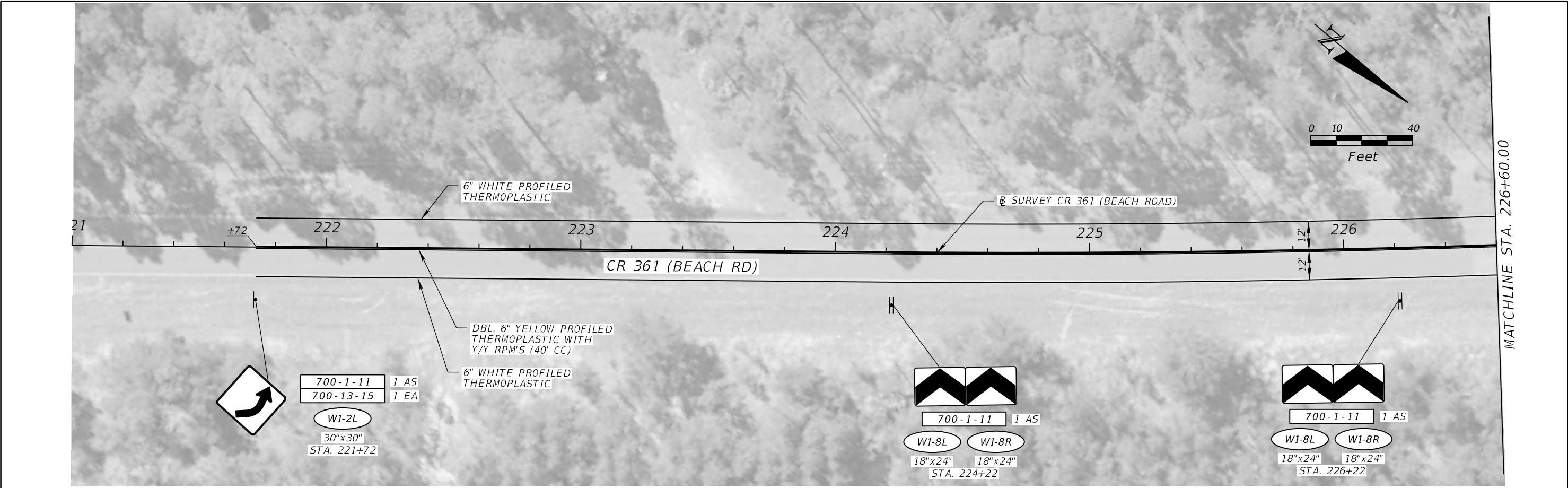


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  25
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



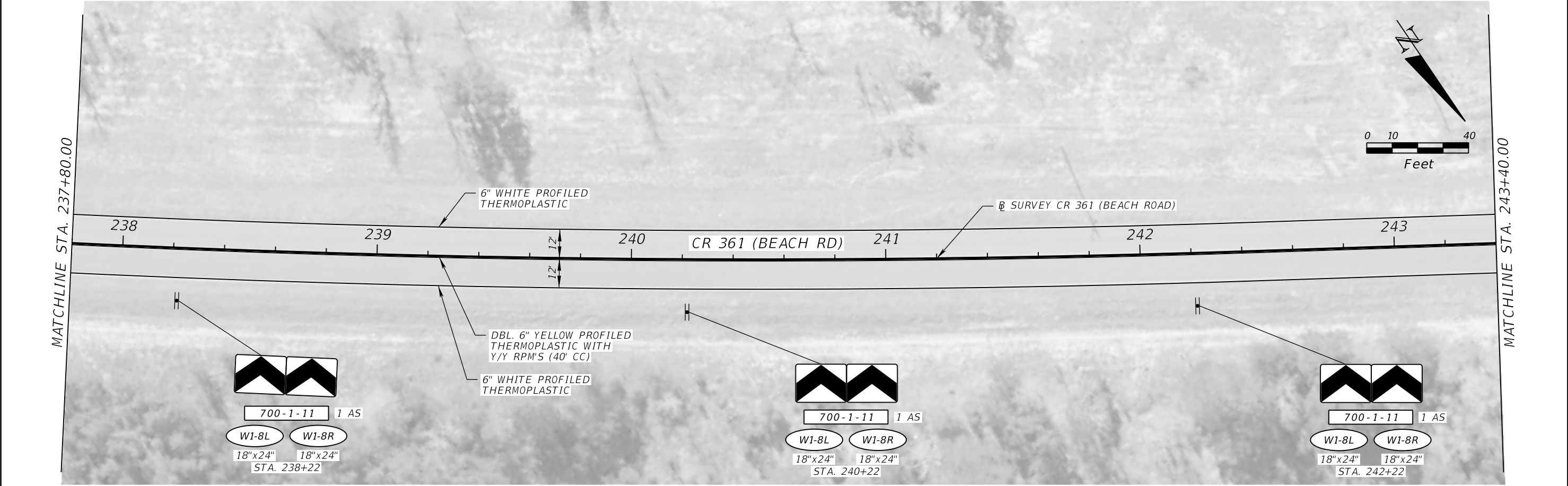
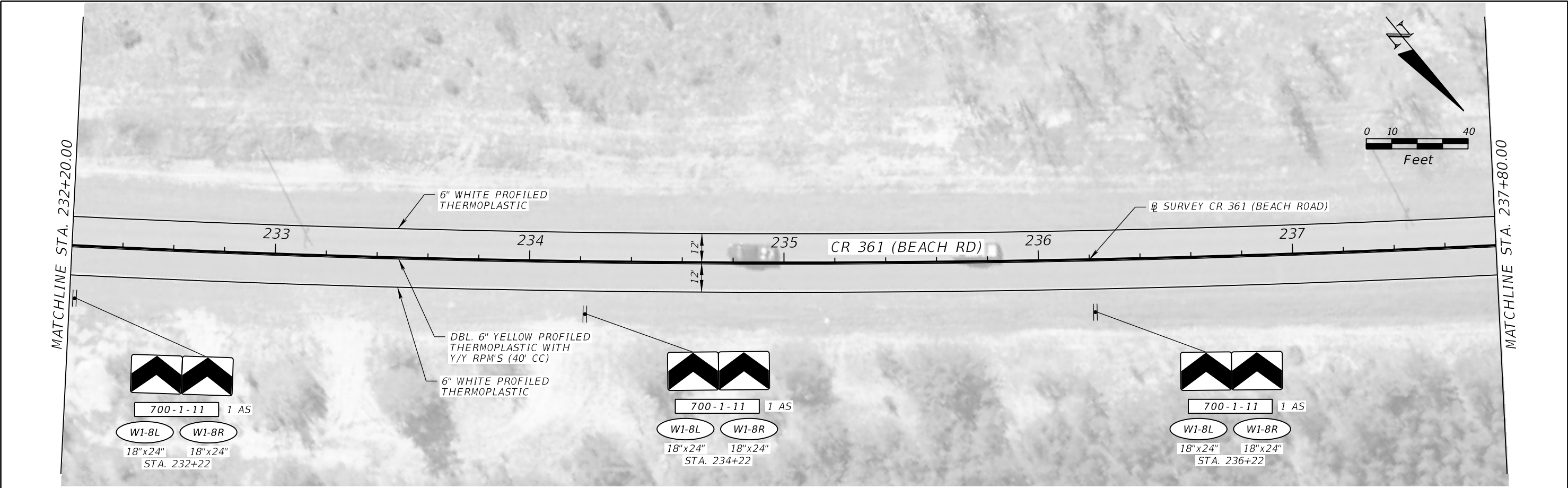


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		26
					CR 361	TAYLOR	445563-1-58-01		

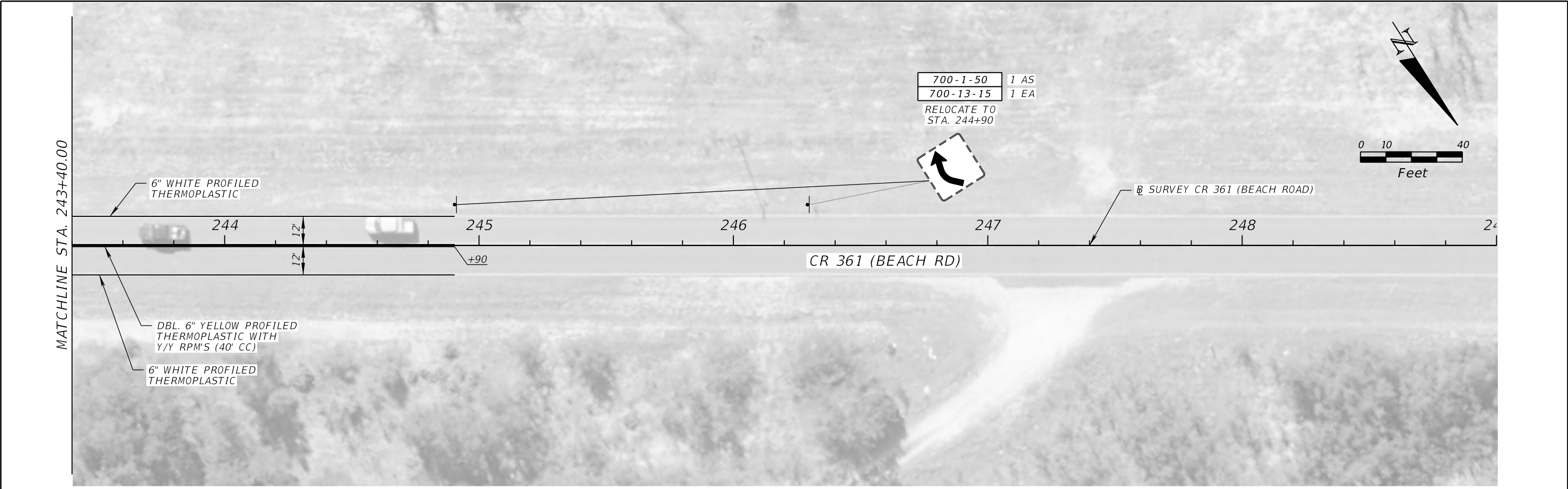


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					CR 361	TAYLOR	445563-1-58-01		





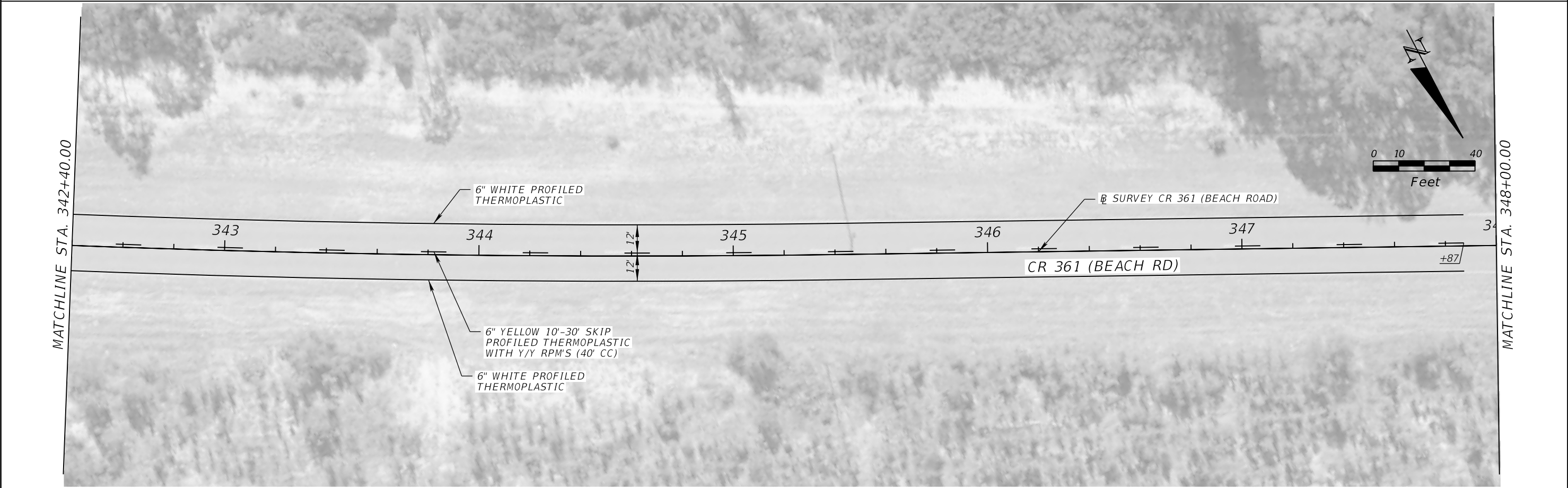
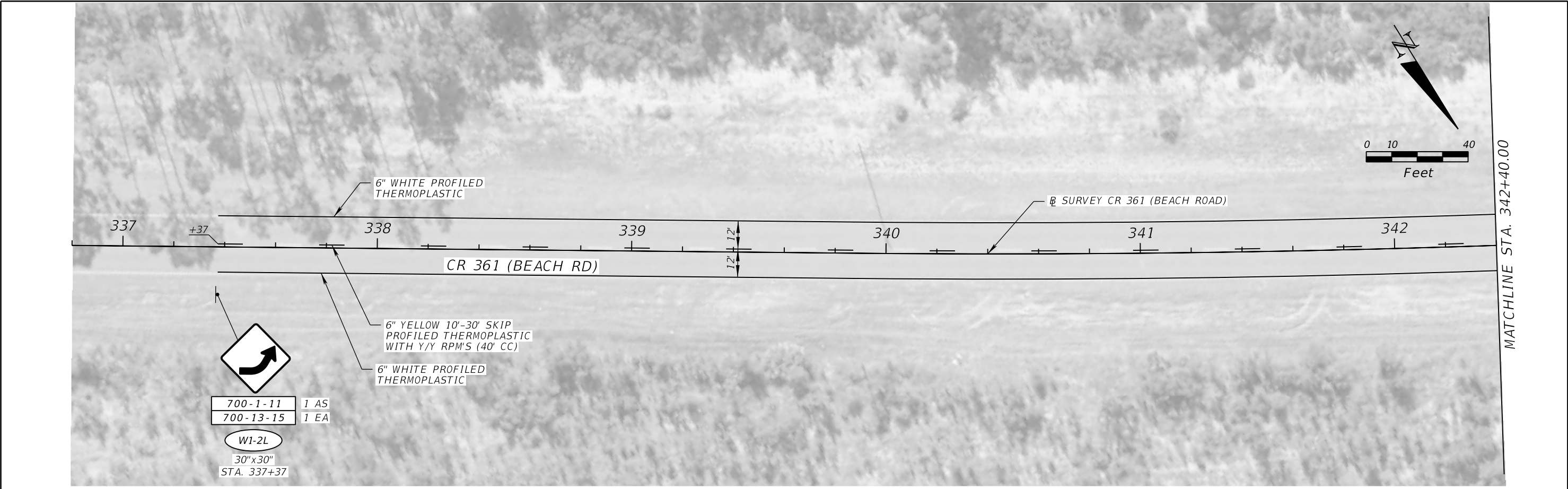
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					CR 361	TAYLOR	445563-1-58-01		



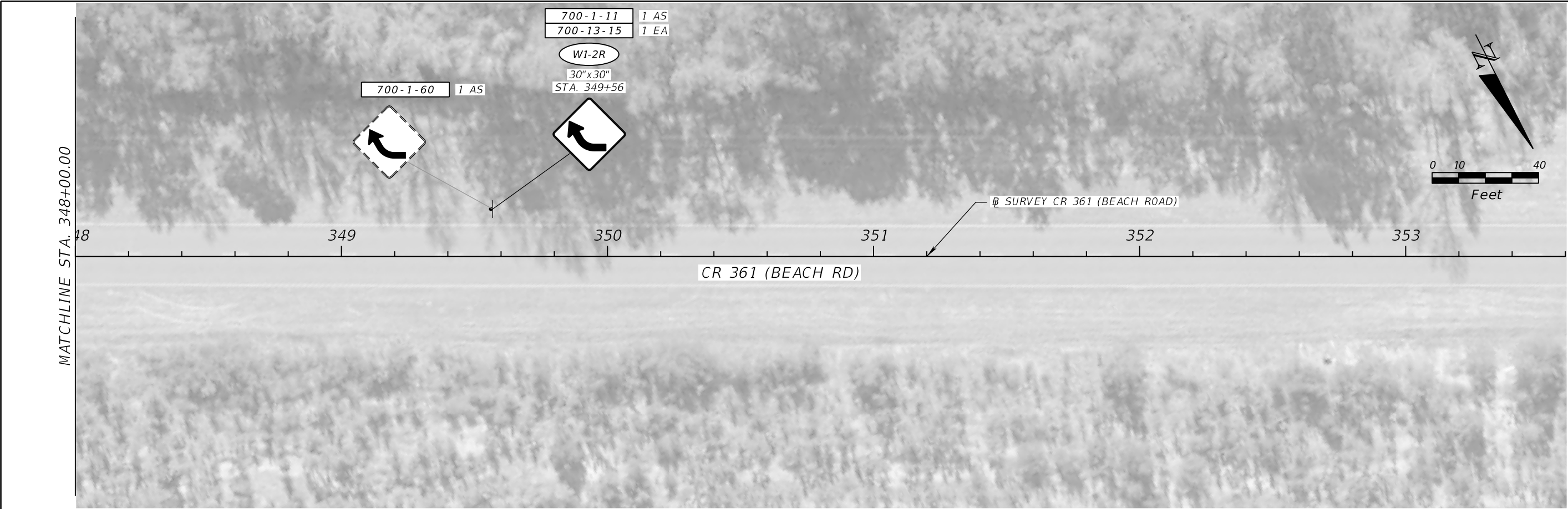
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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CR 361	TAYLOR	445563-1-58-01	



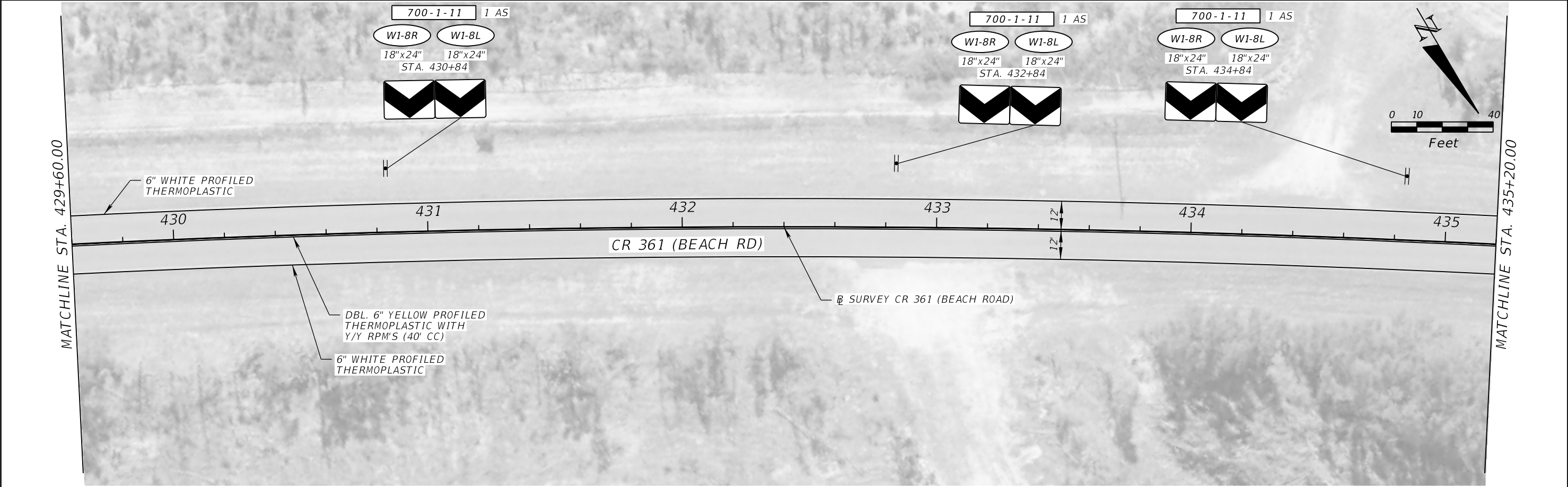
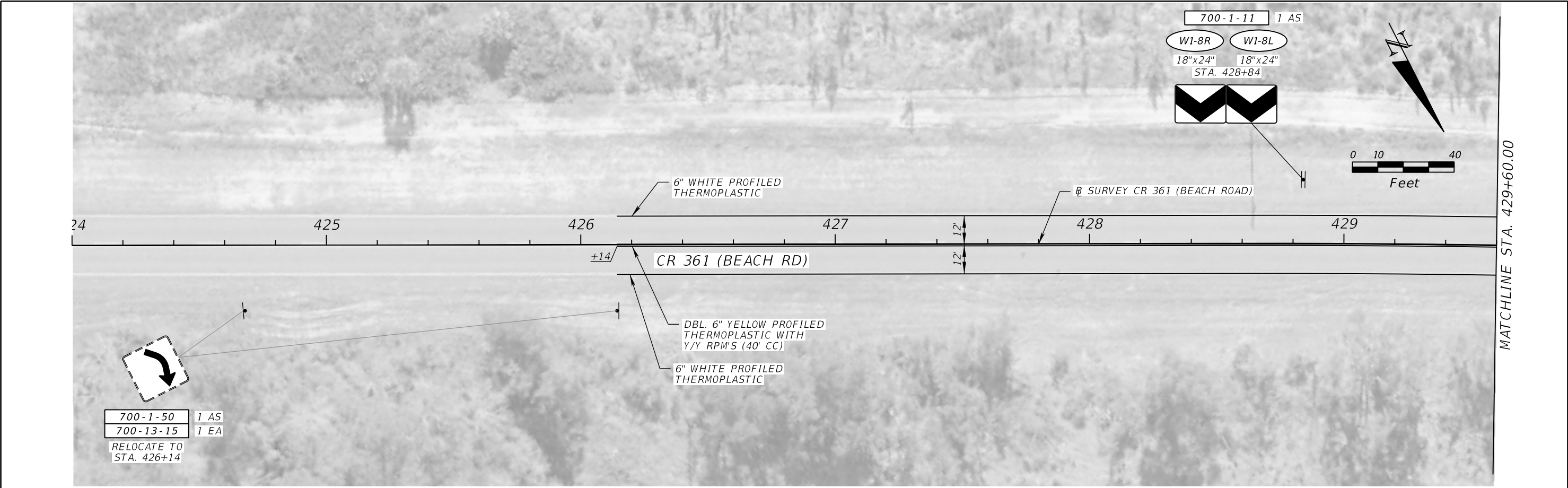


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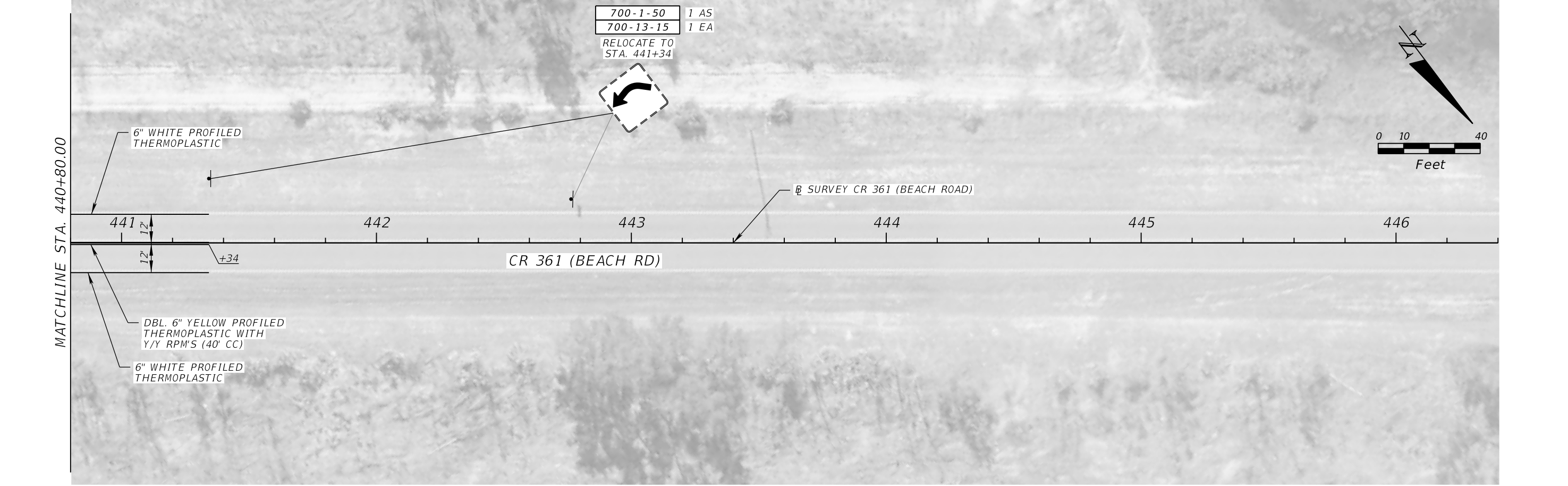
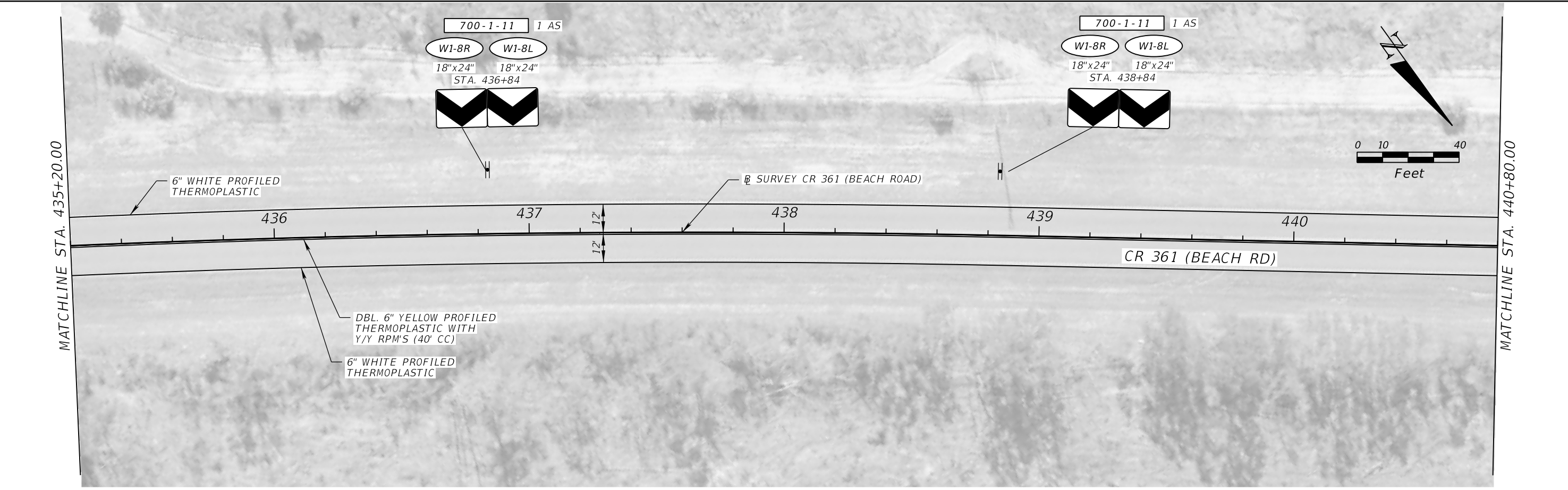


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REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION						
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID				
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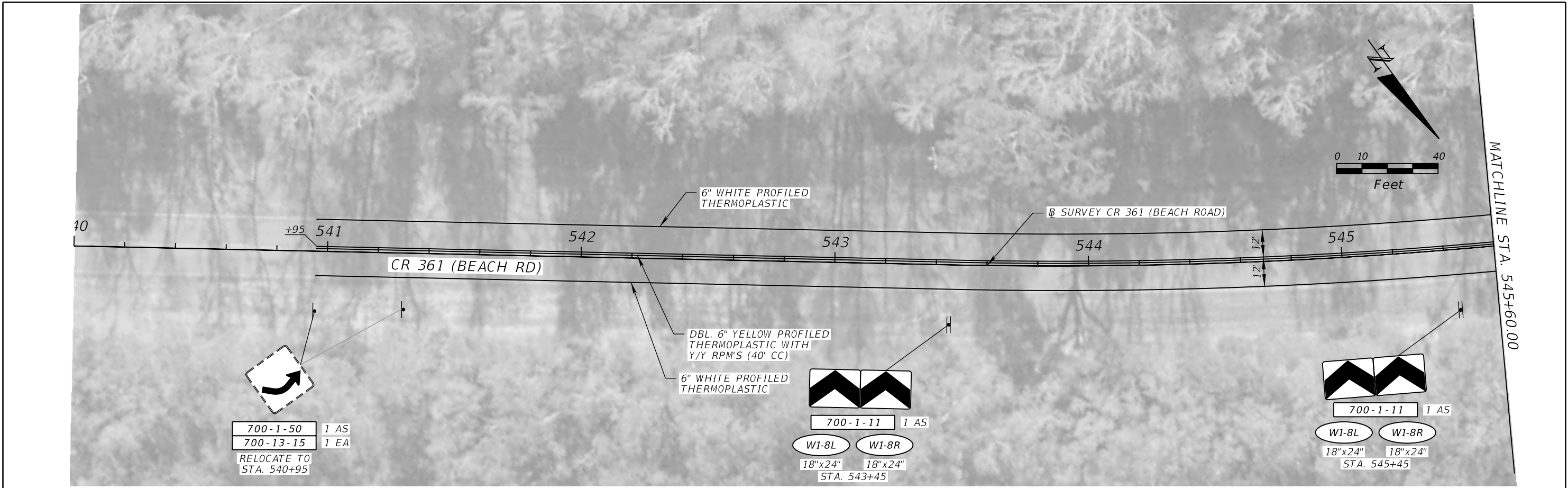
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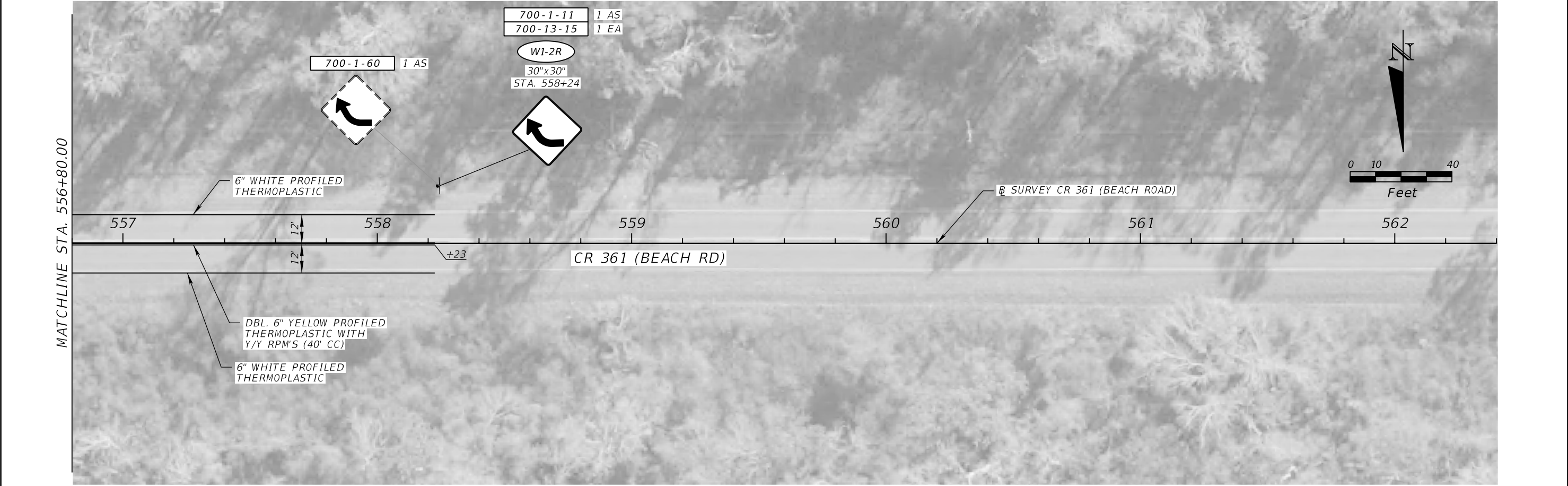
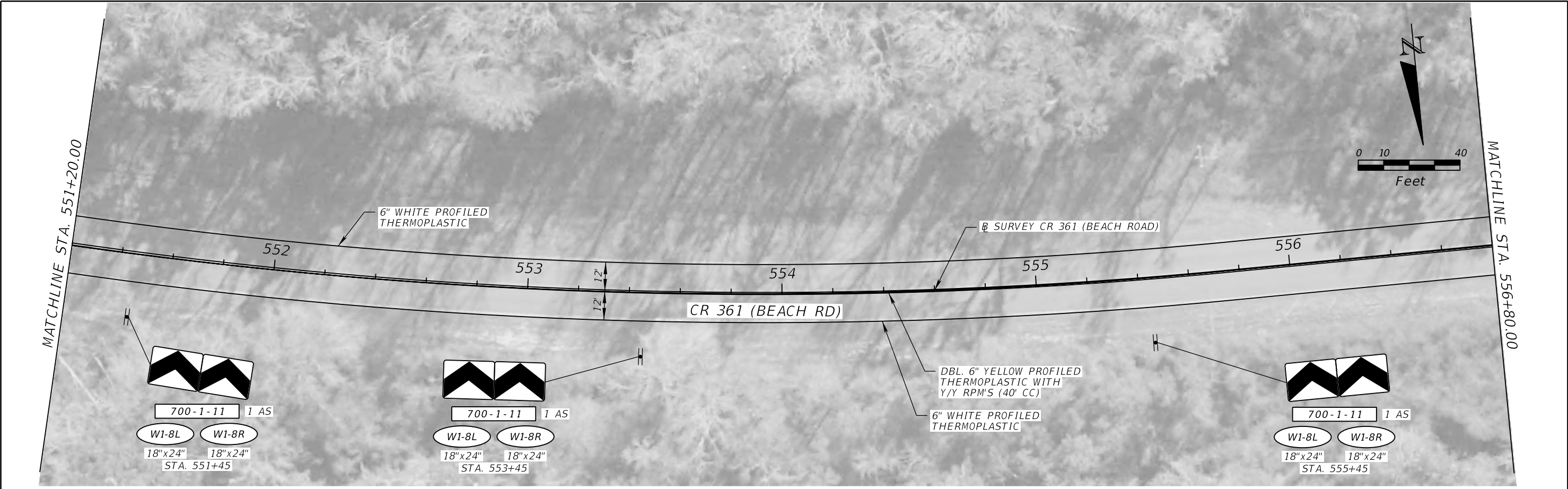
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
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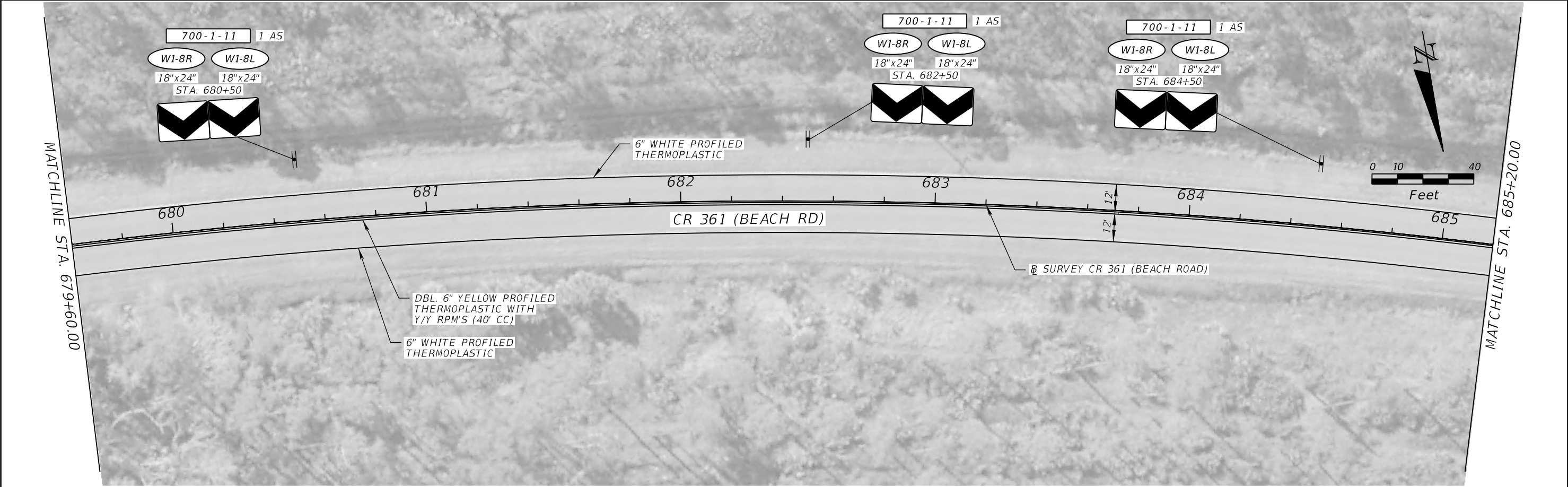
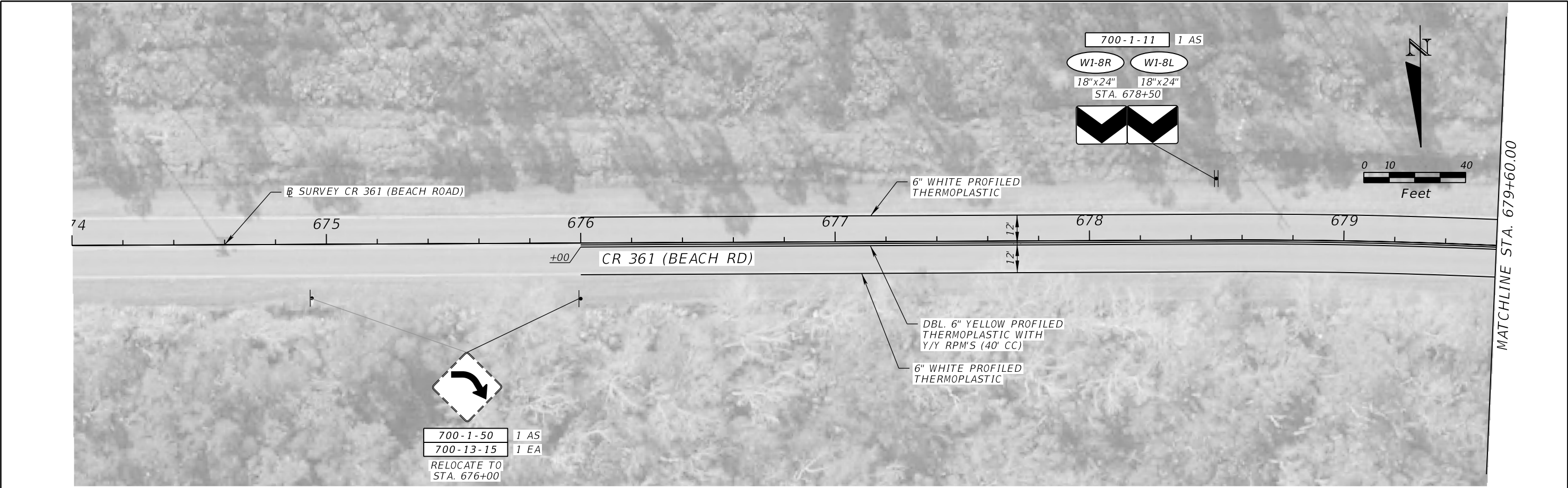
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  34
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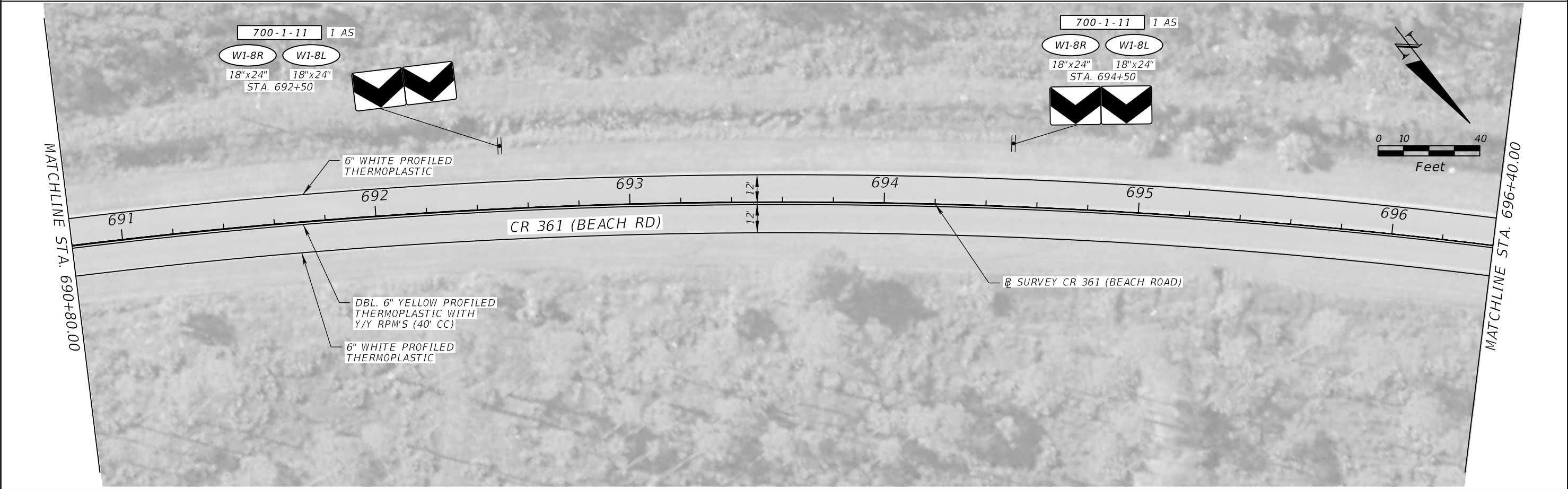
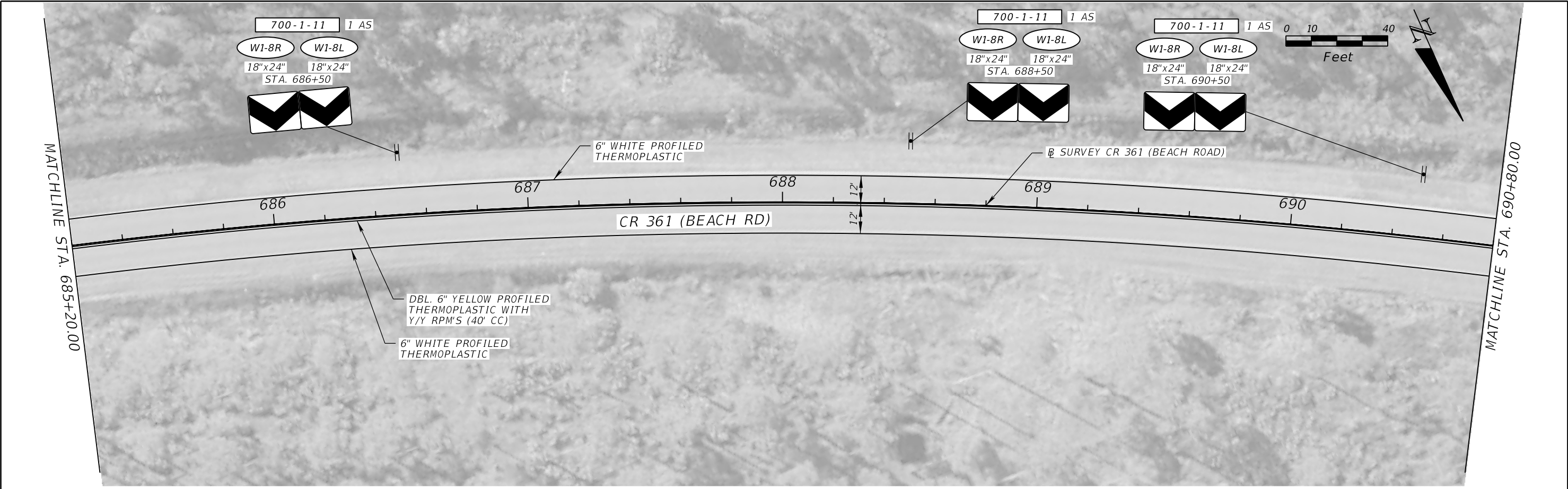
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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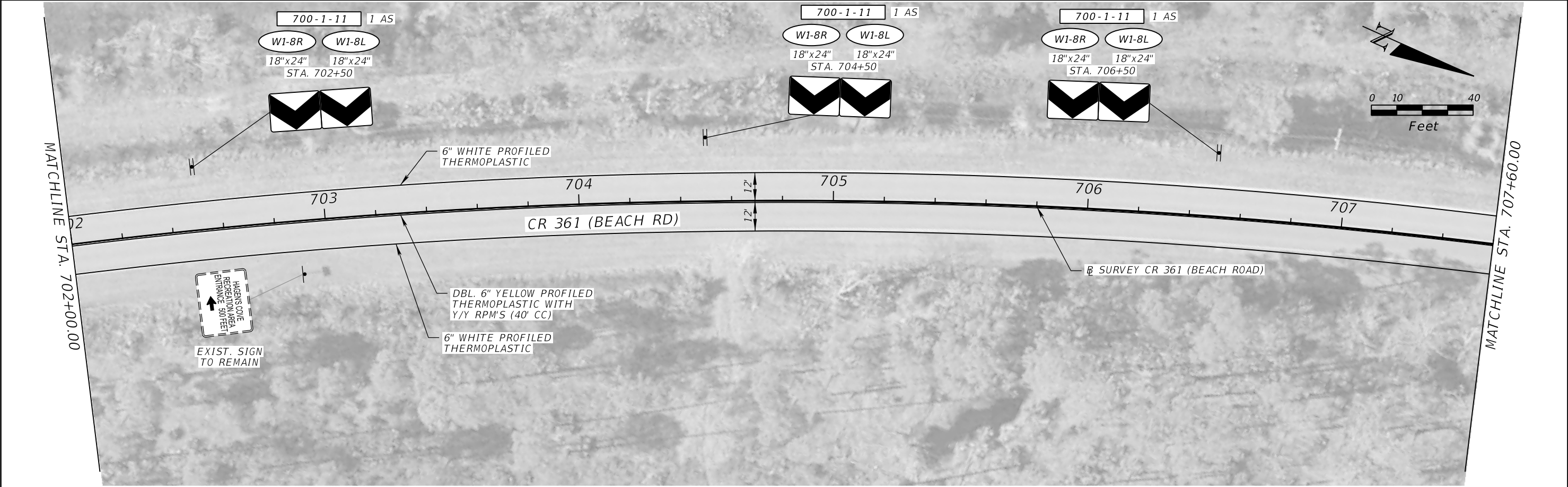
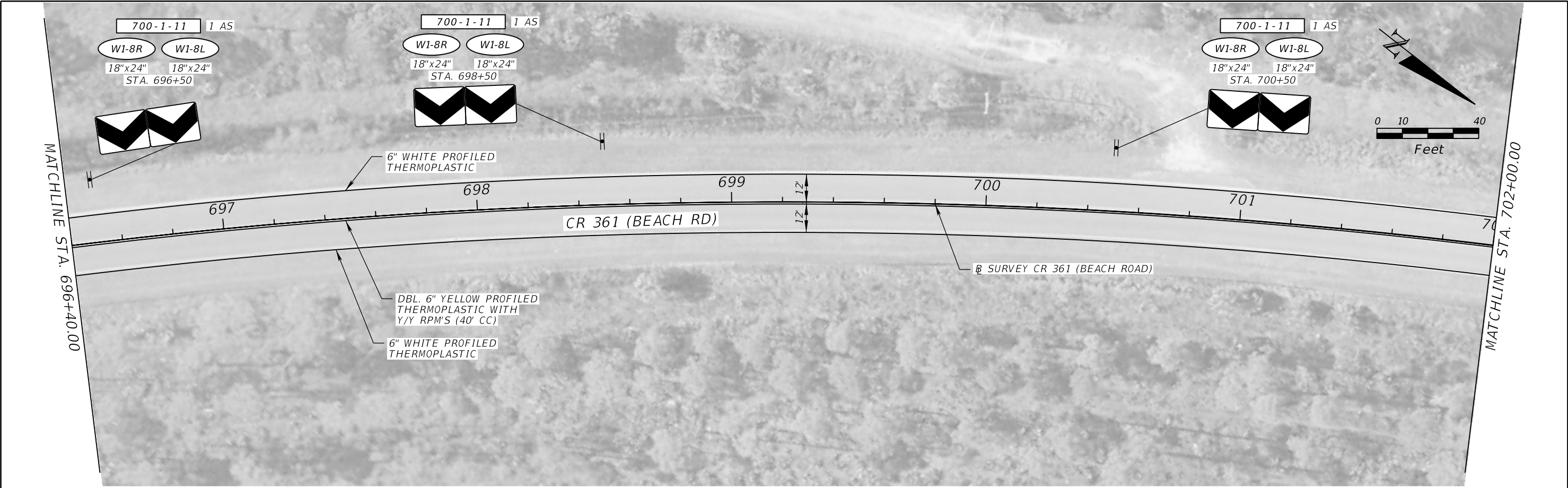
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			37	
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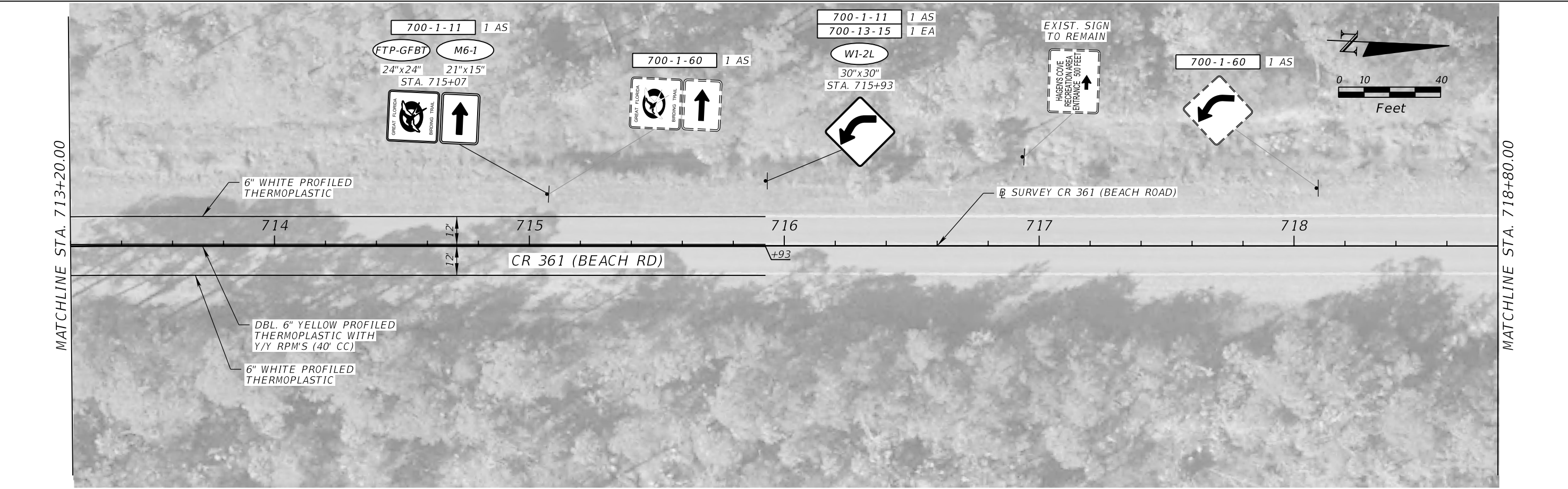
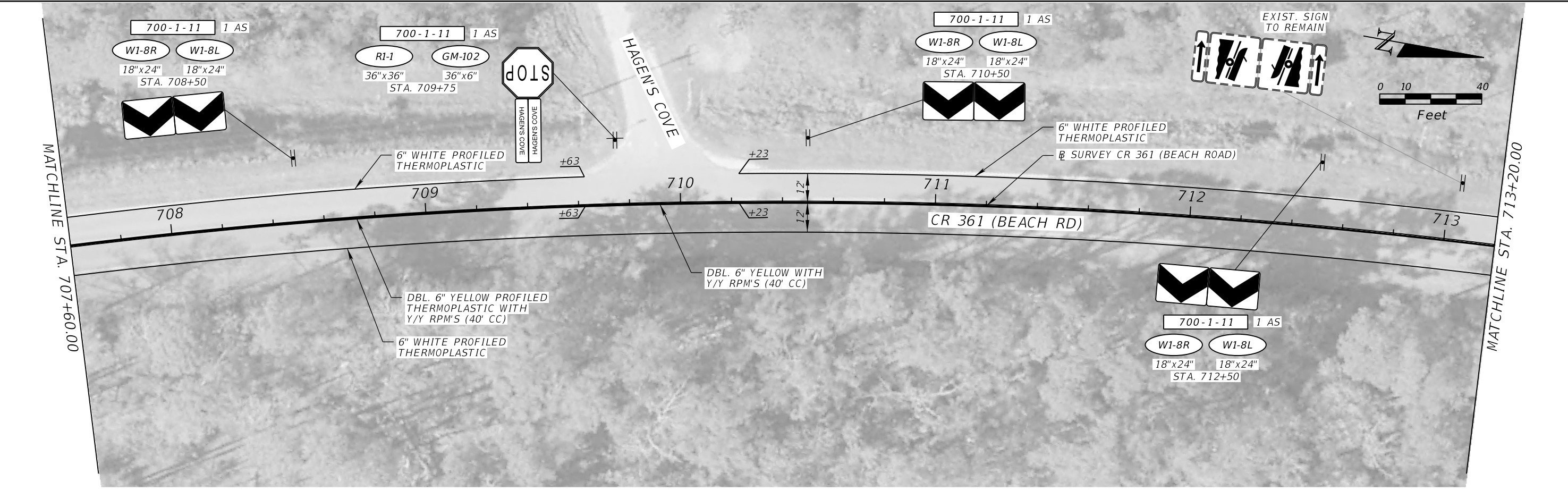
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





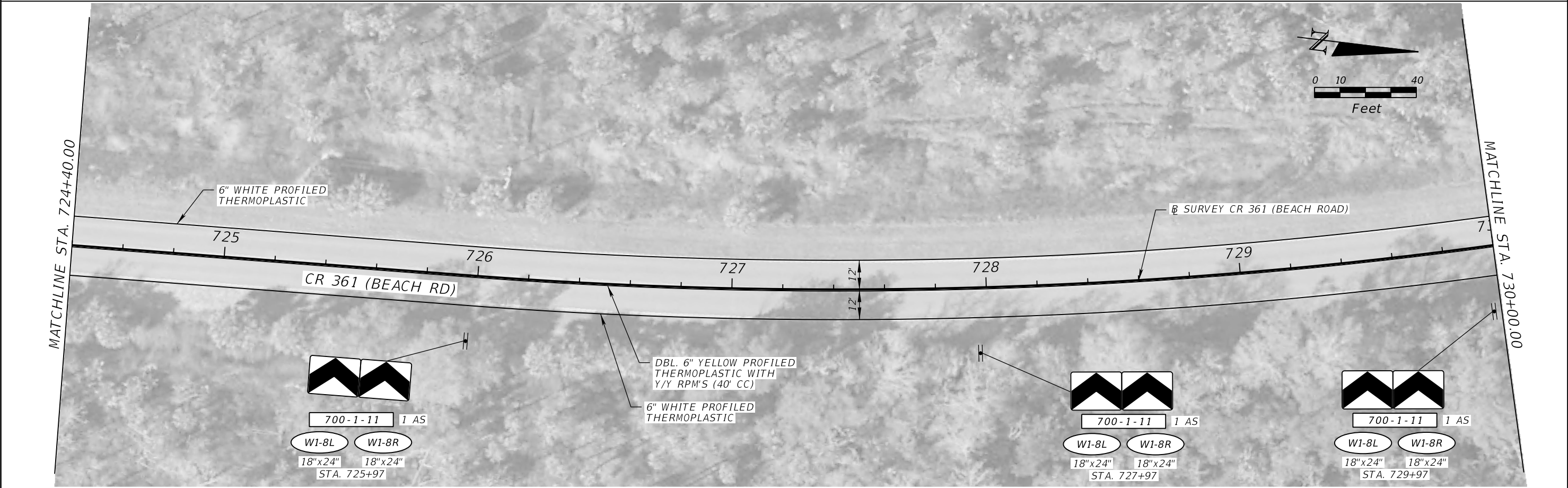
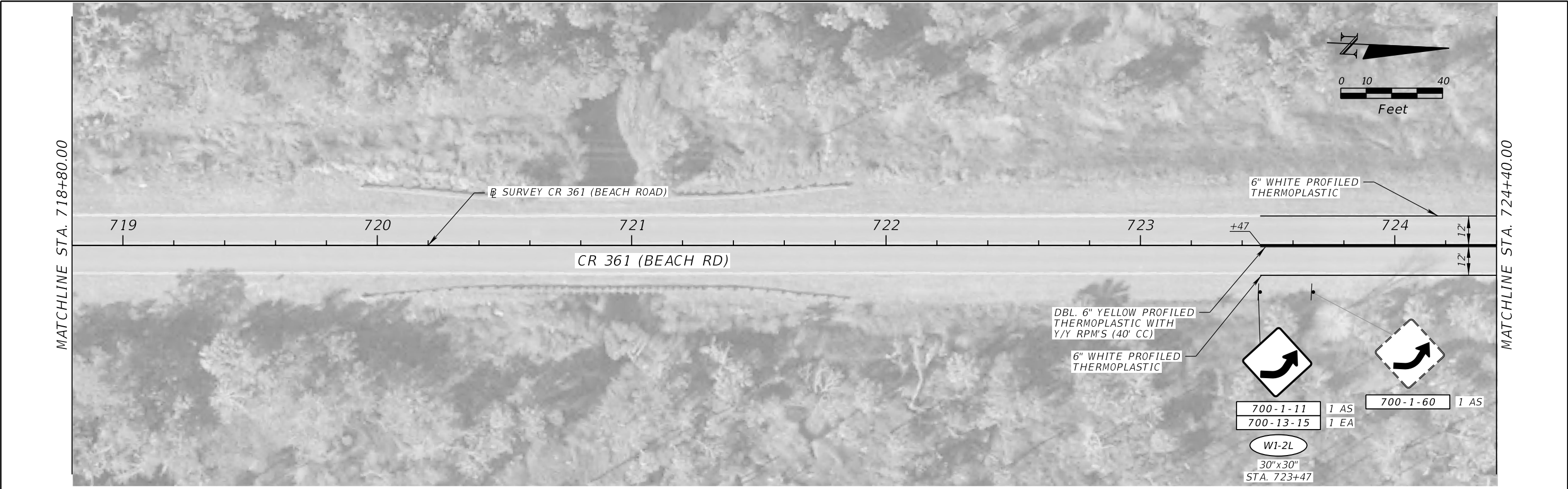
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					CR 361	TAYLOR	445563-1-58-01			

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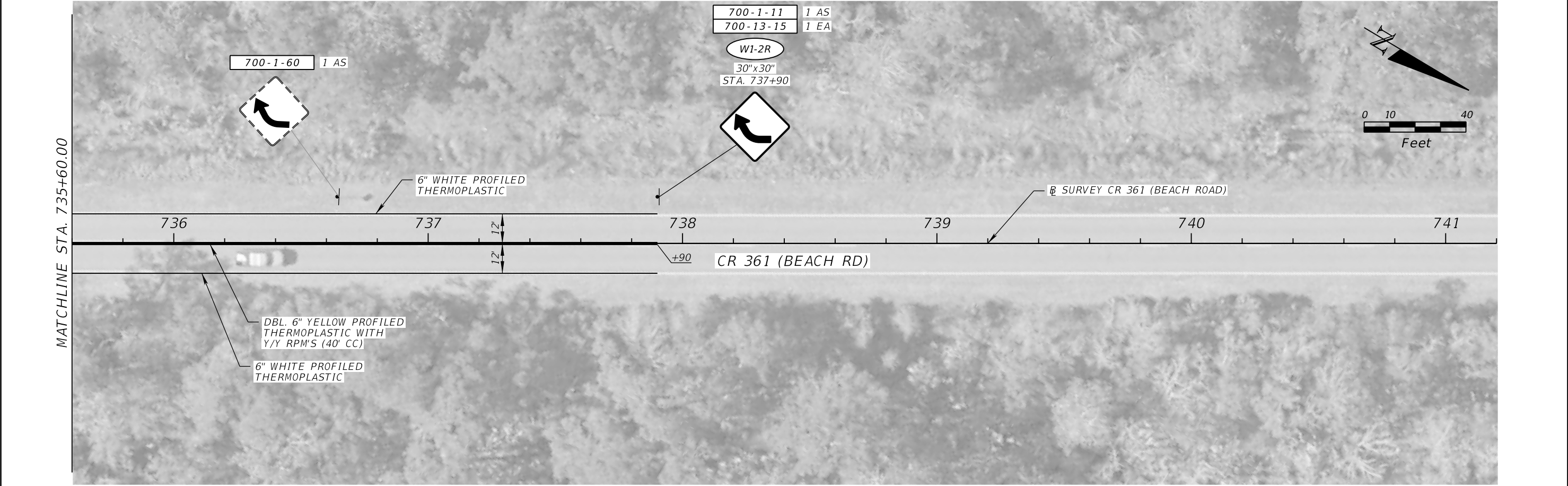
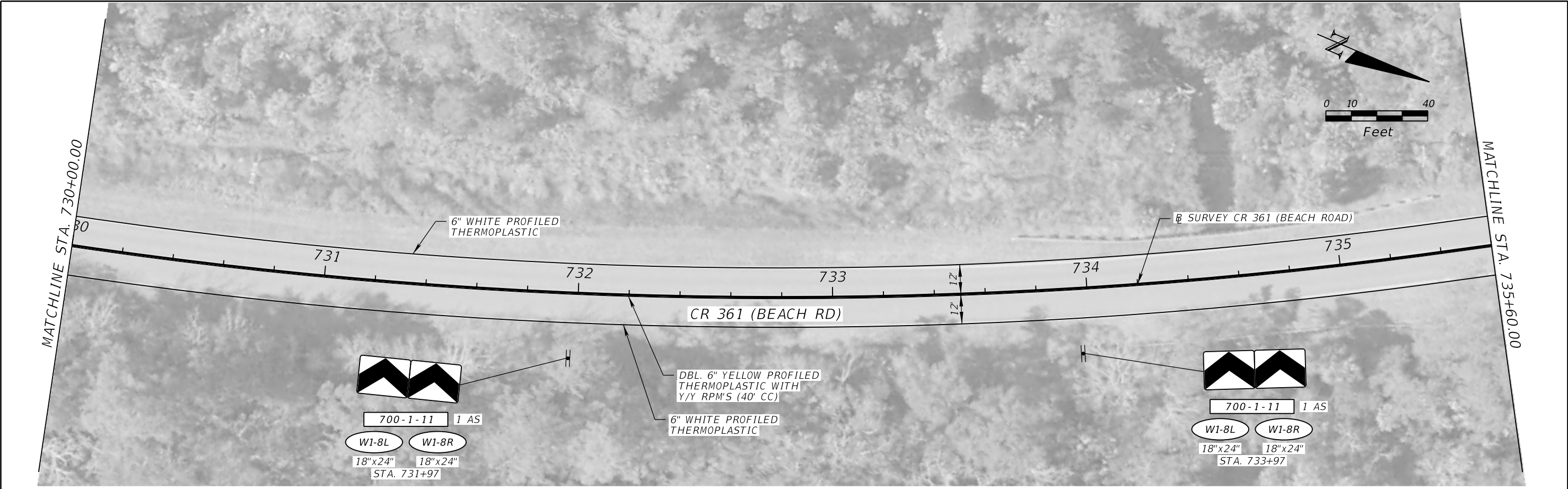
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  40
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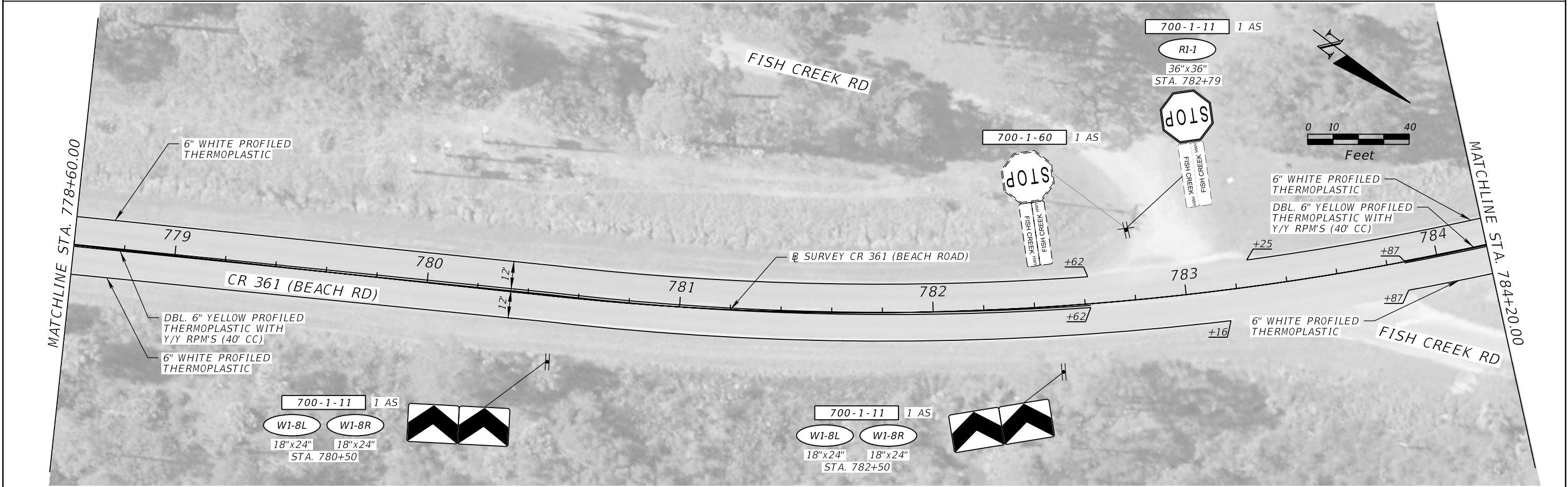
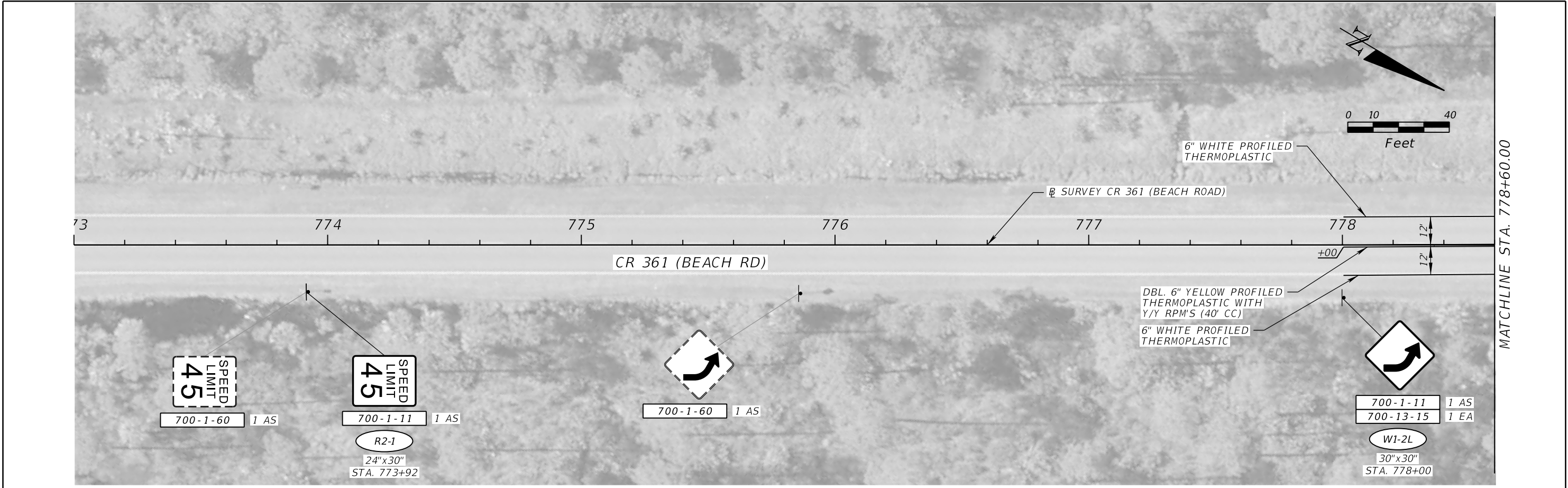
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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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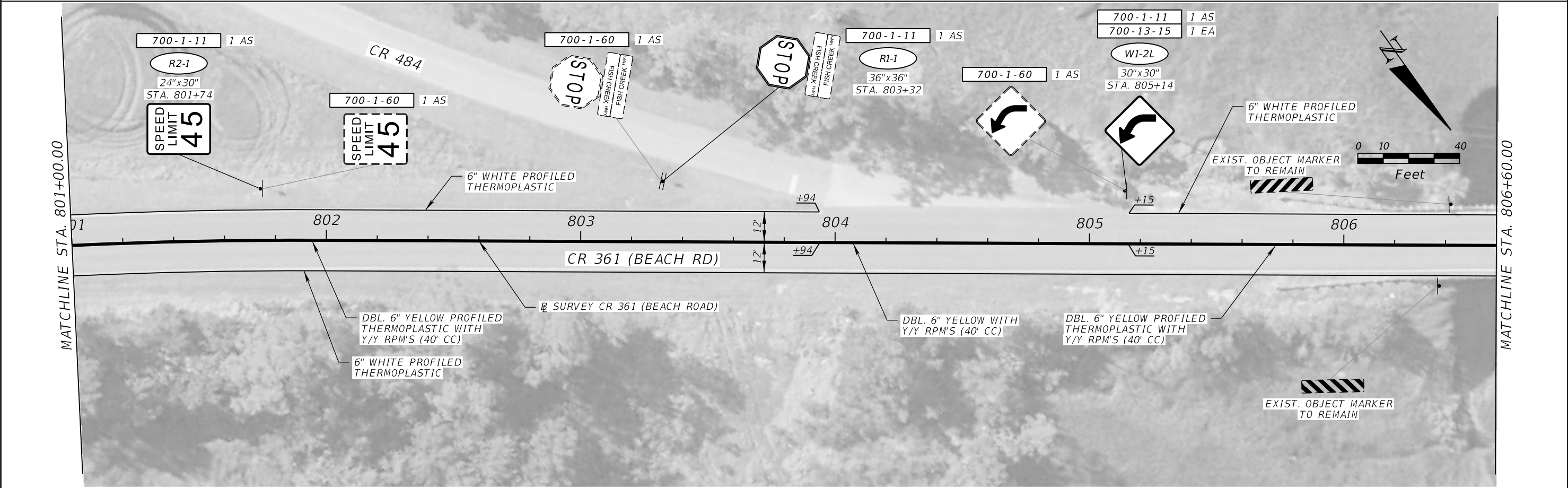
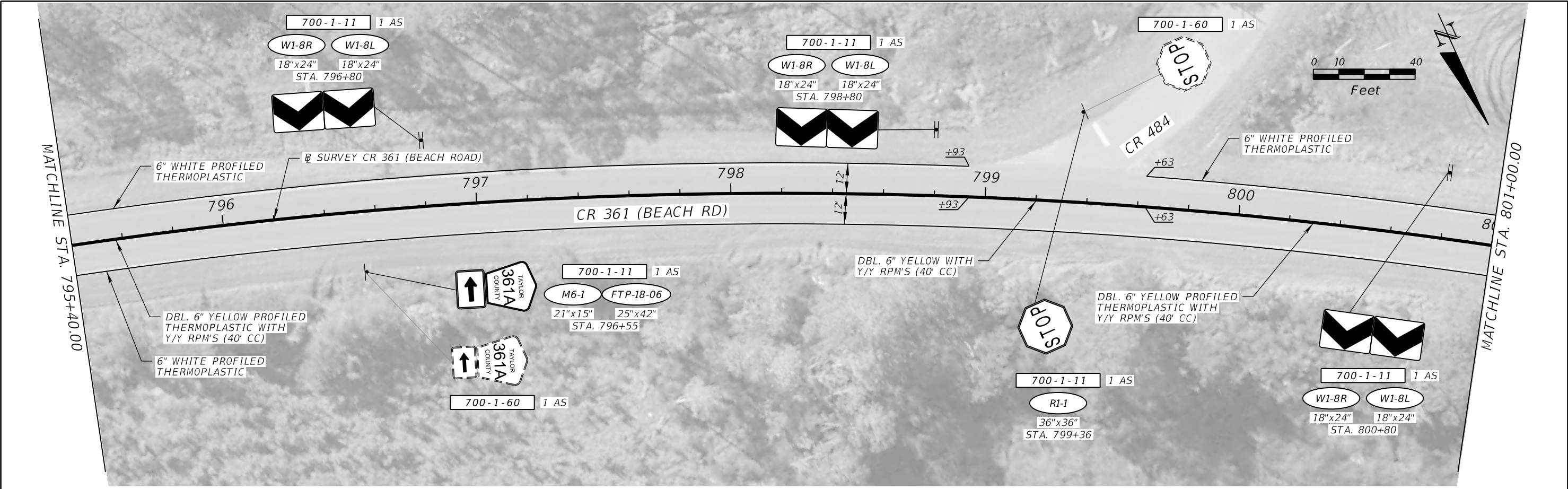




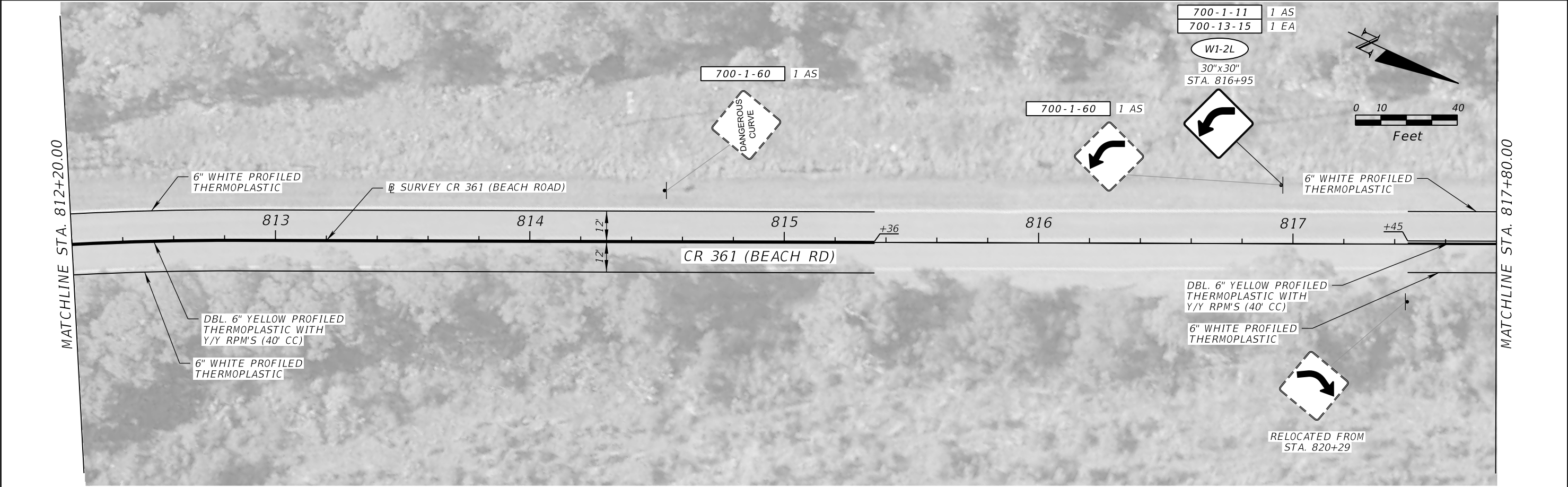
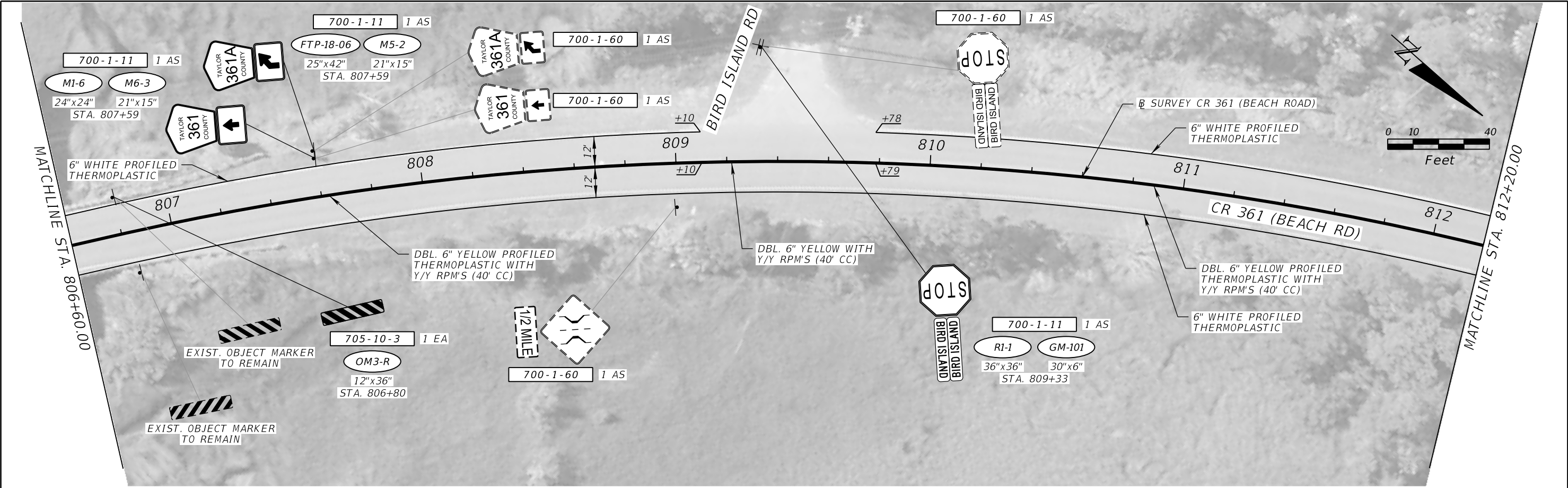
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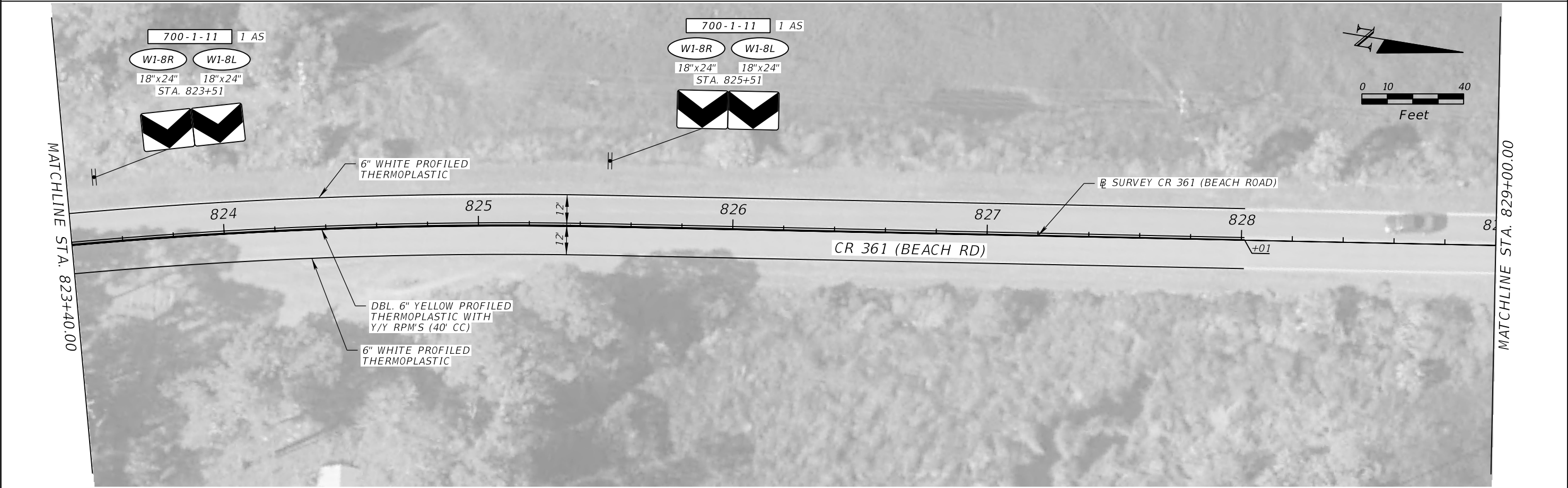
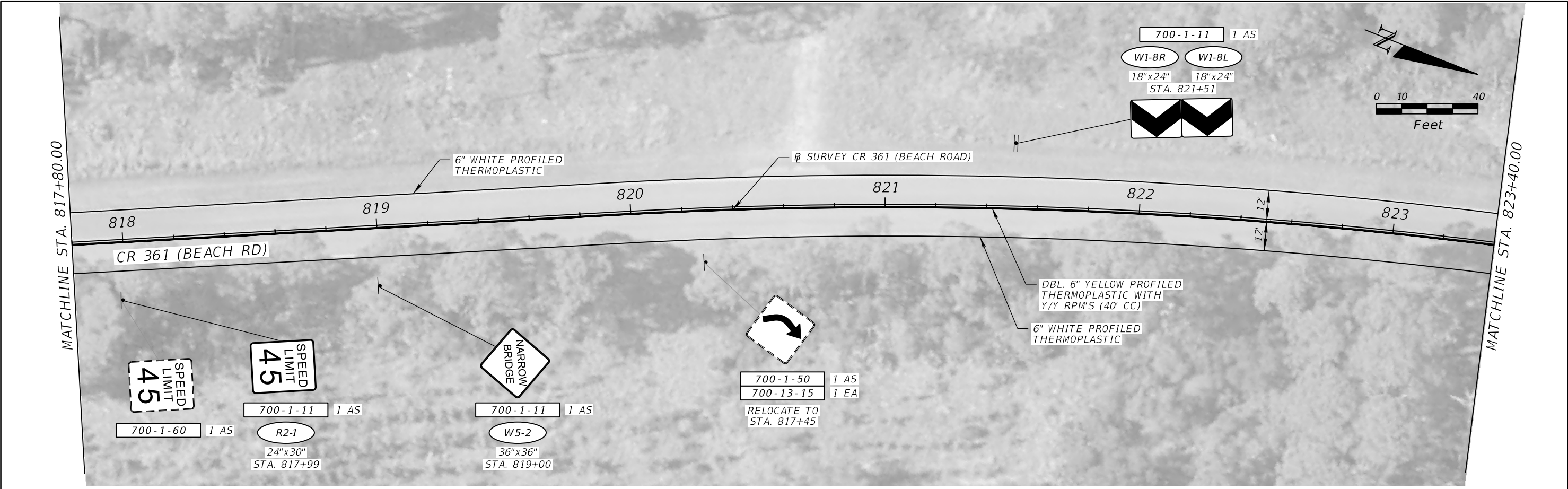


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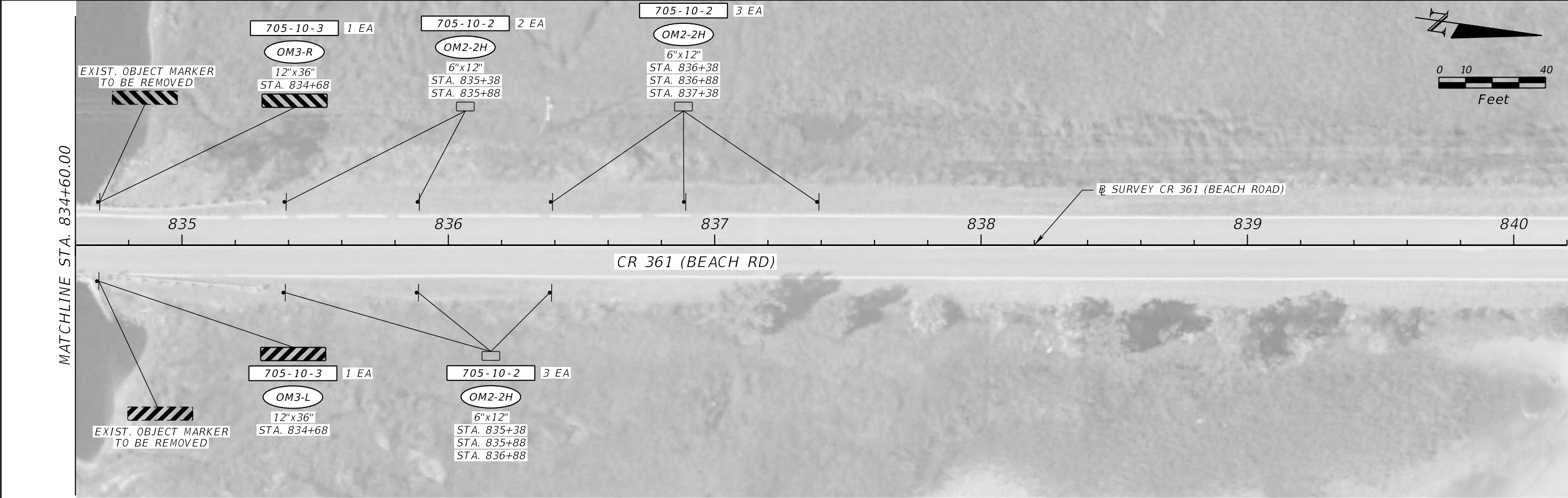
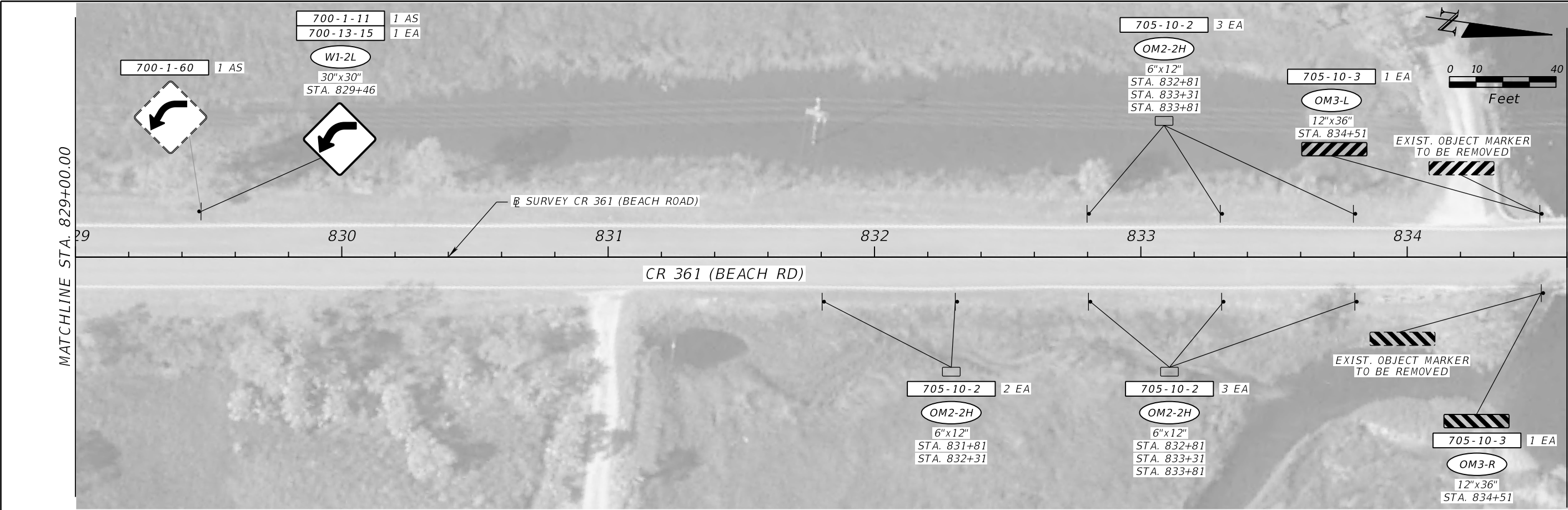


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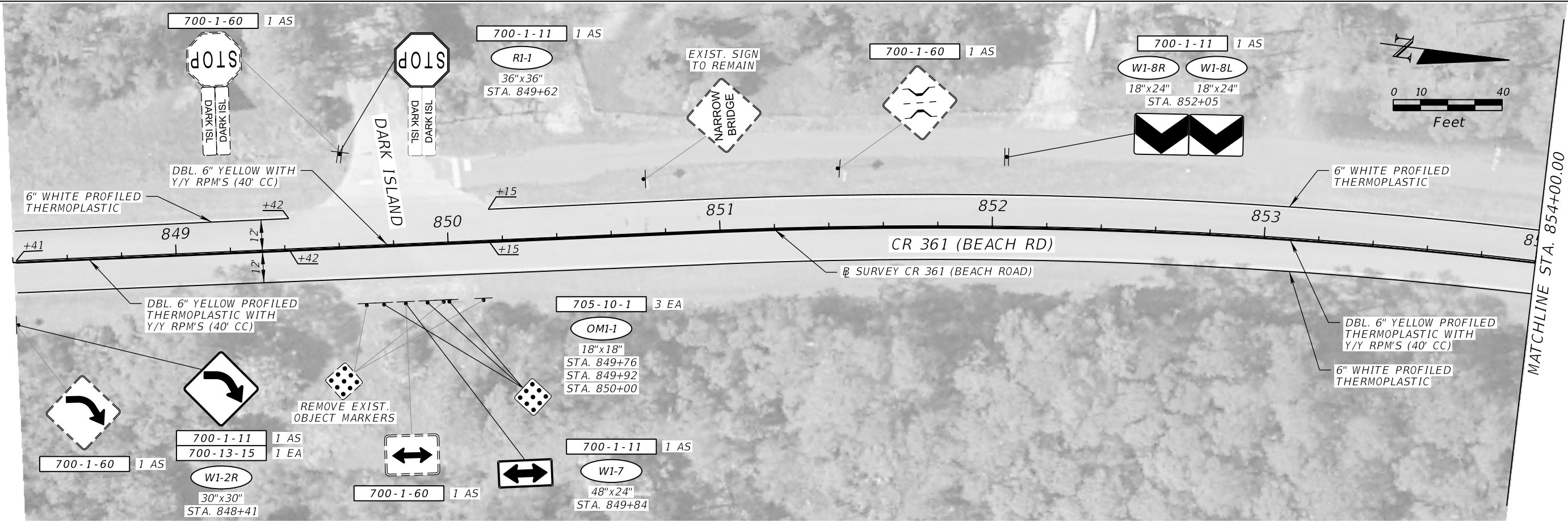


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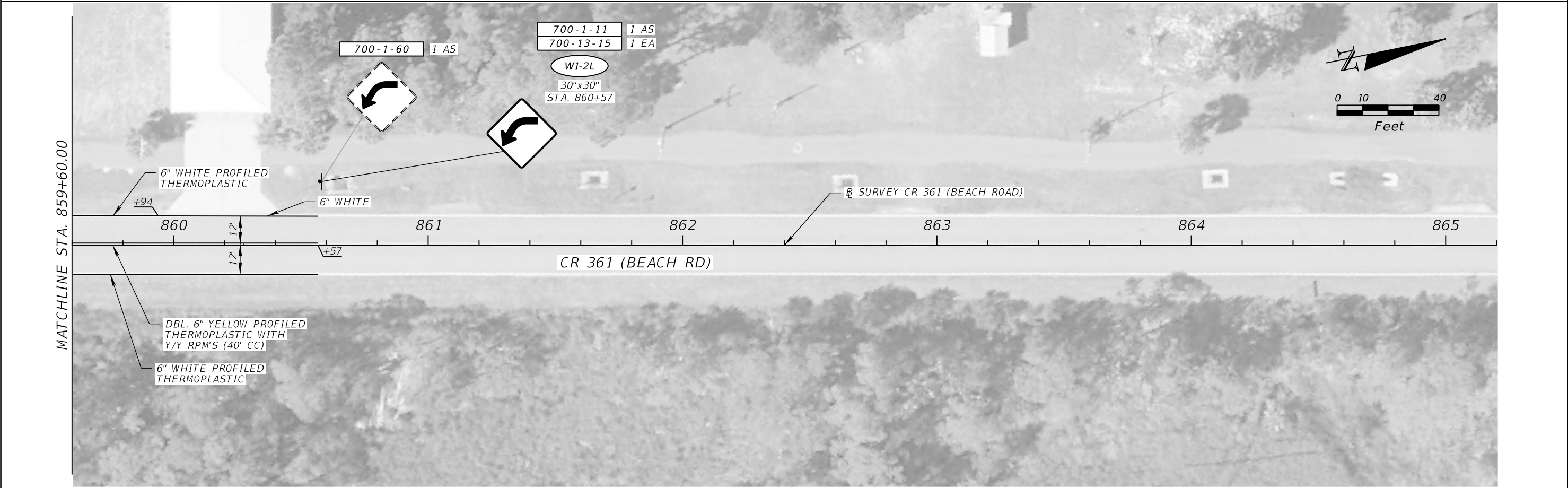
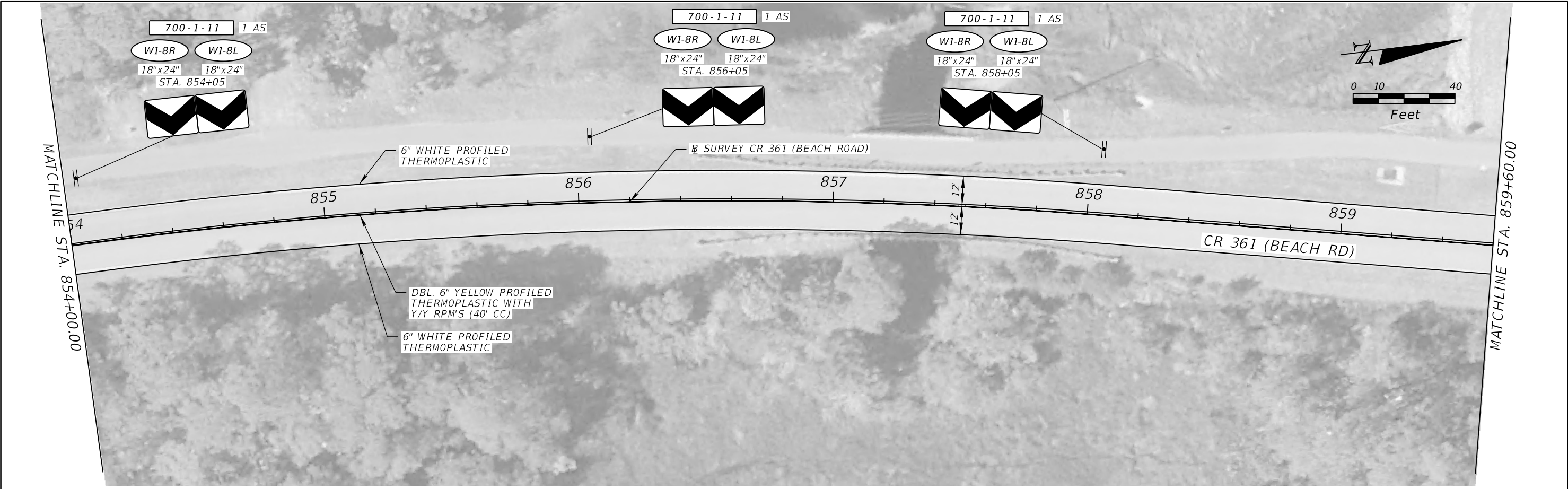
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
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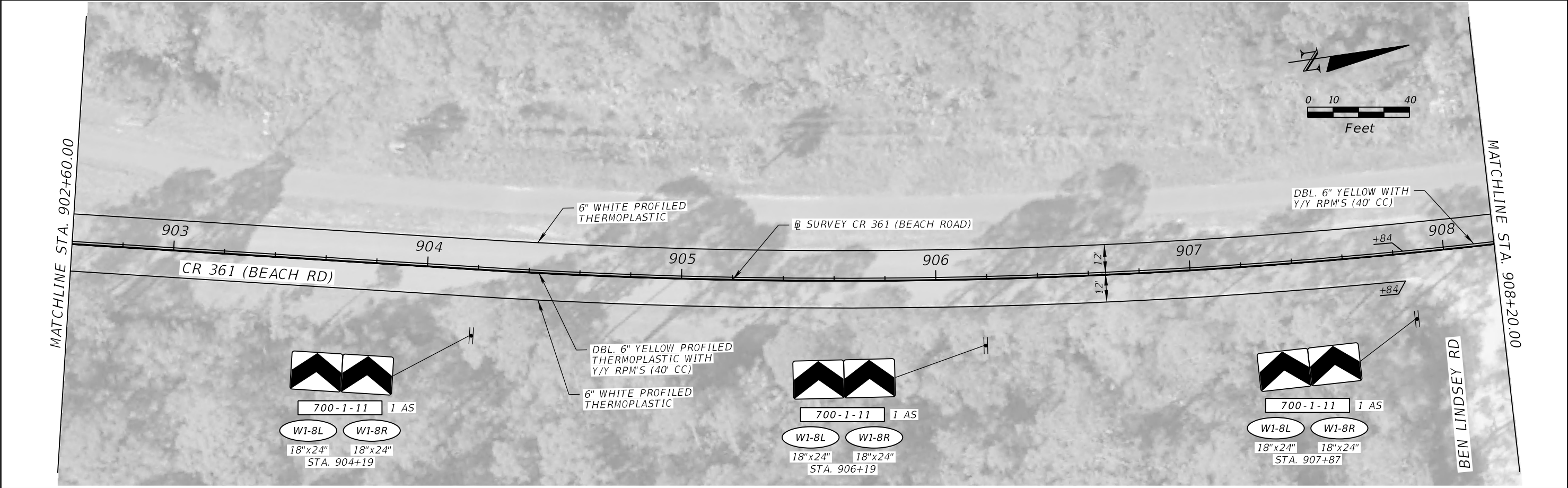
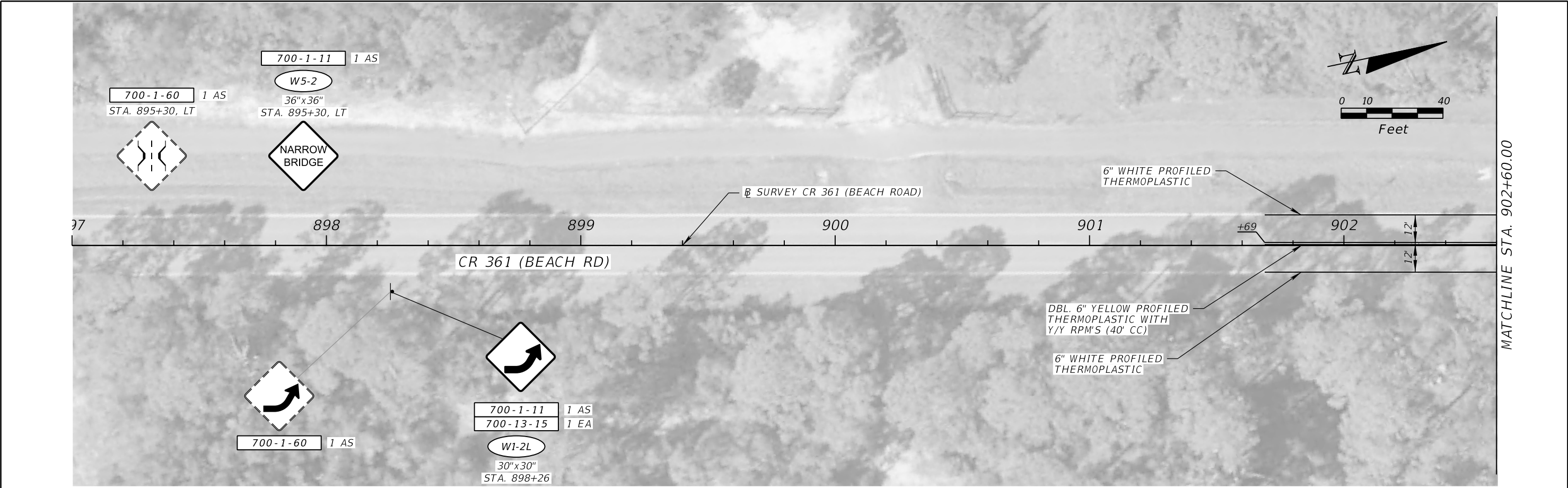


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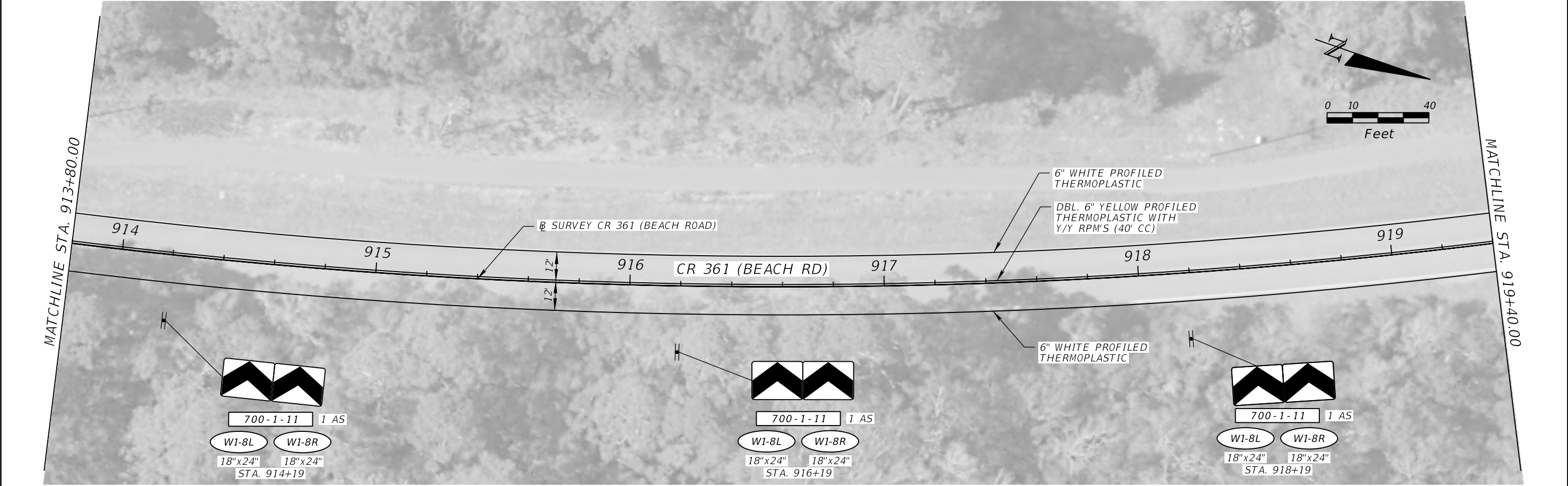
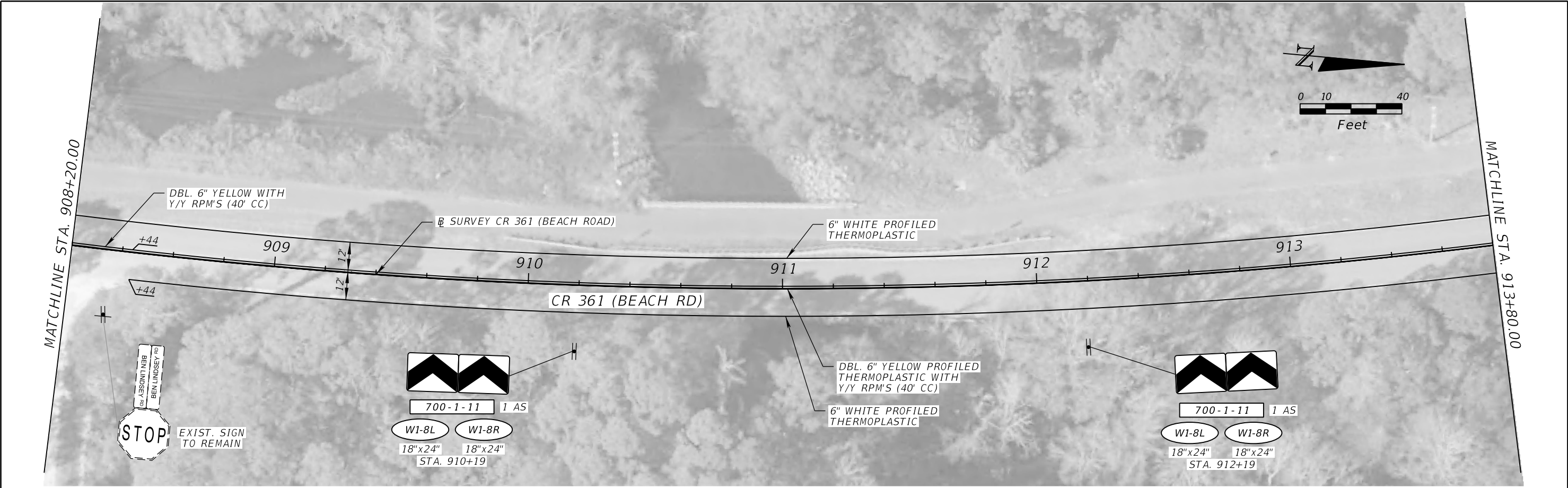


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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		49
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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  50
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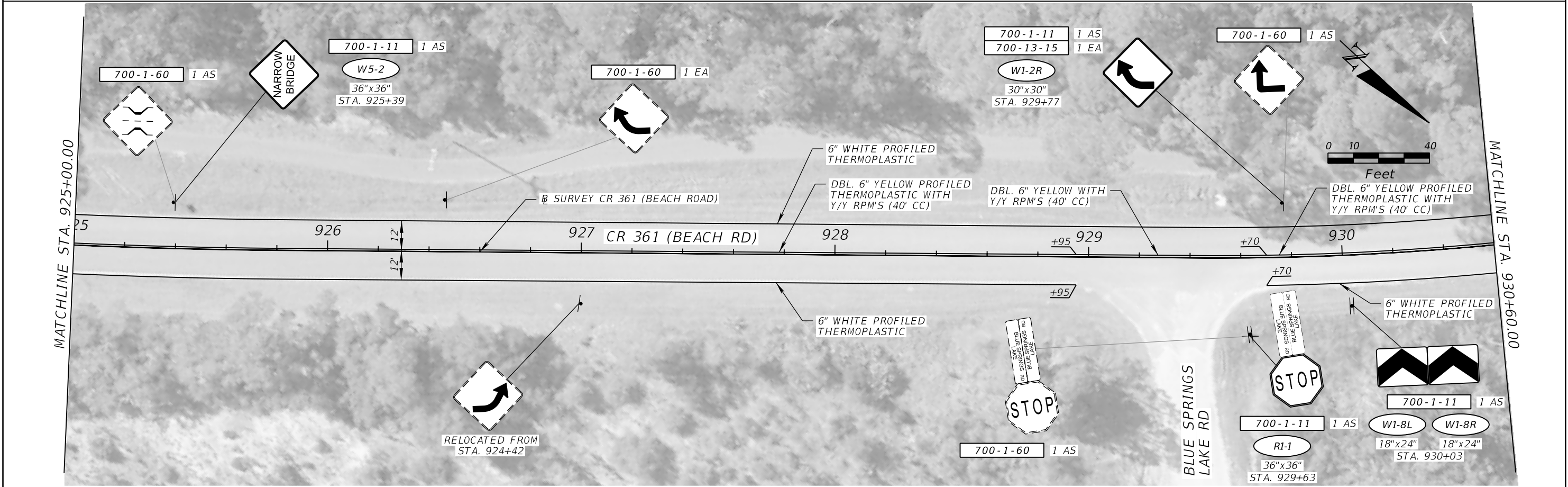
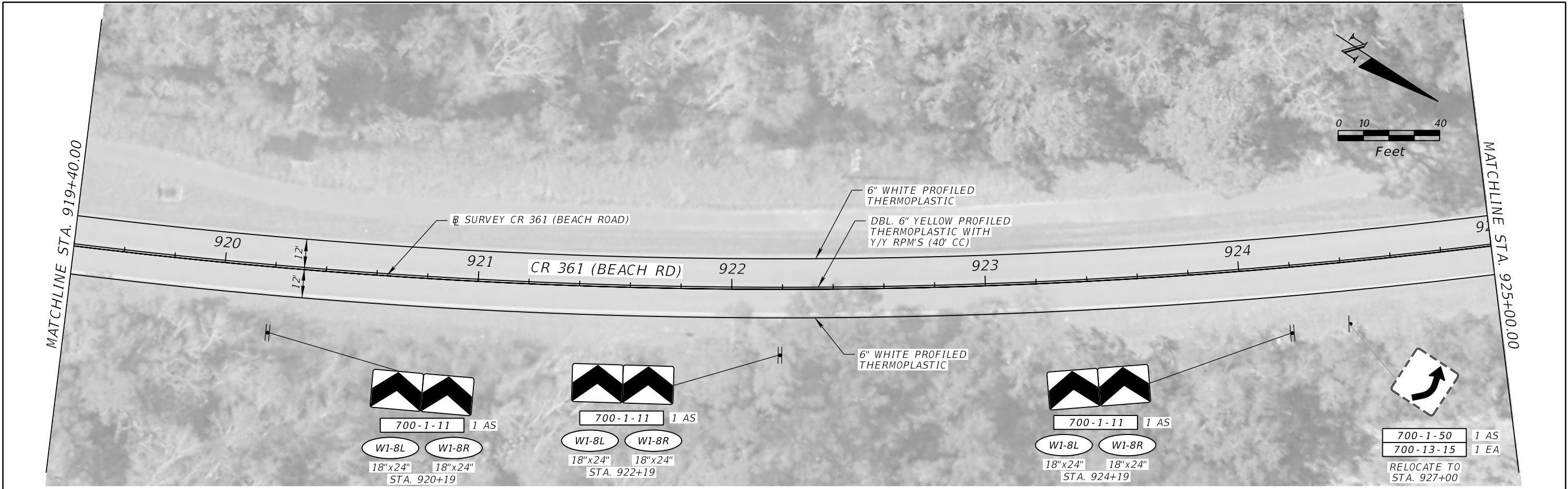




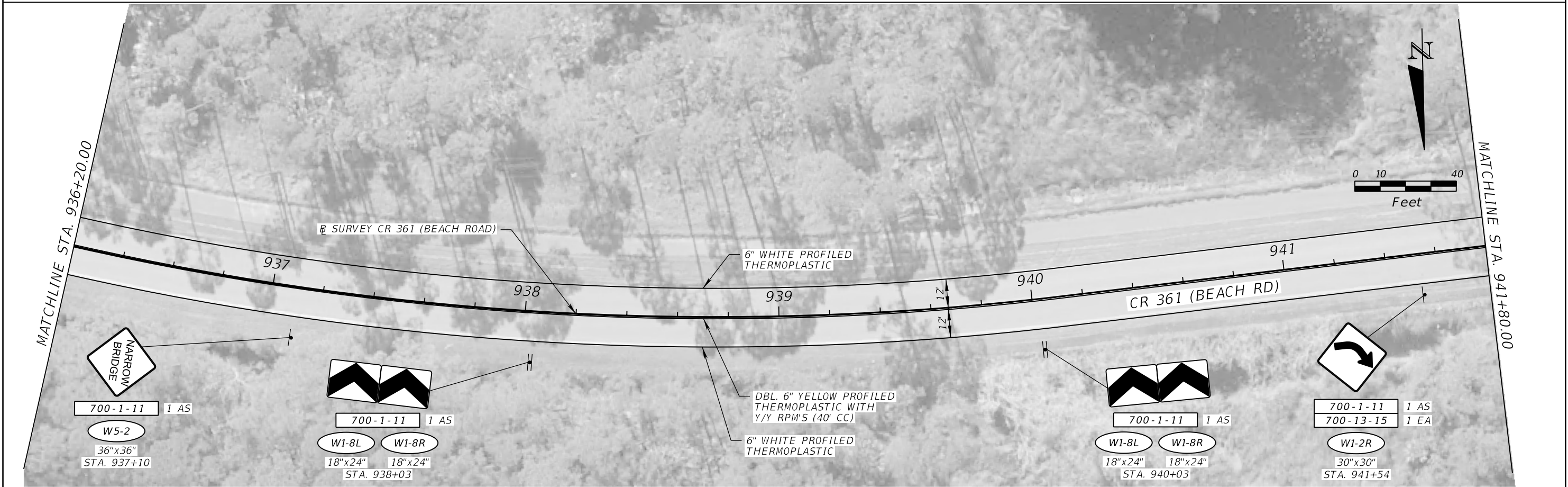
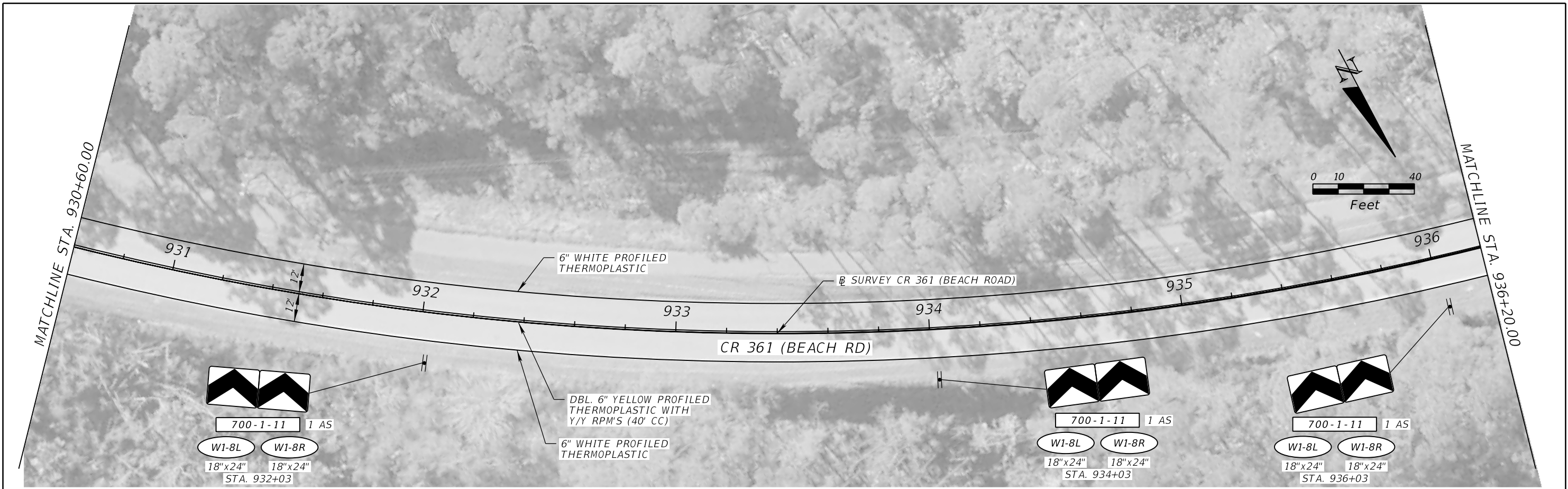
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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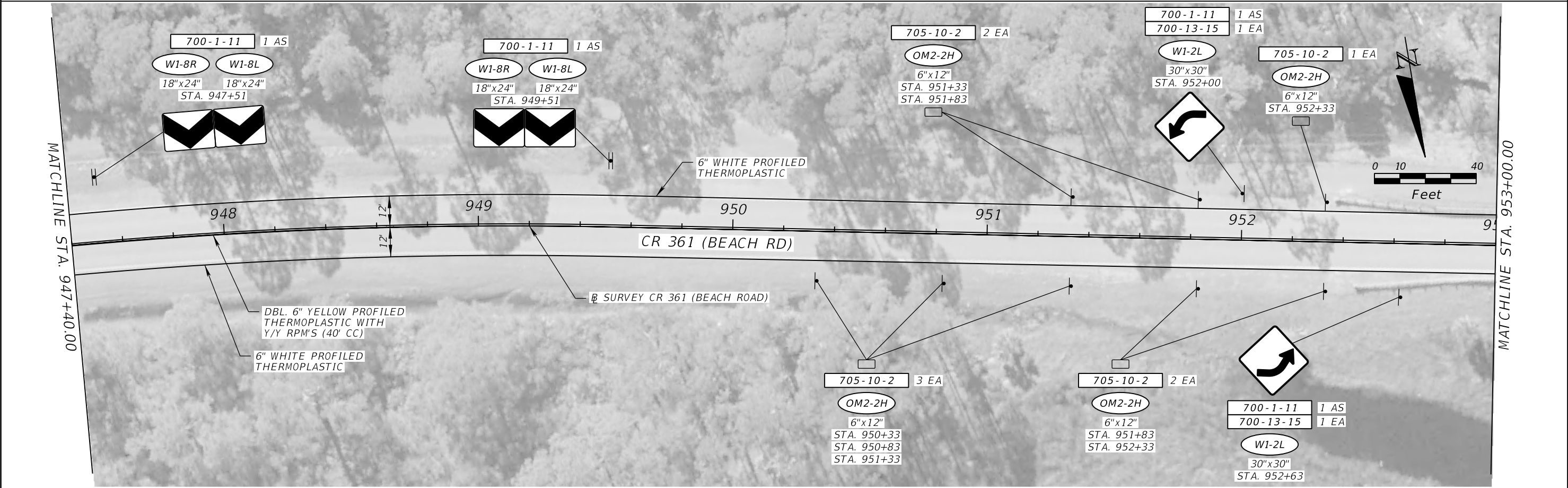
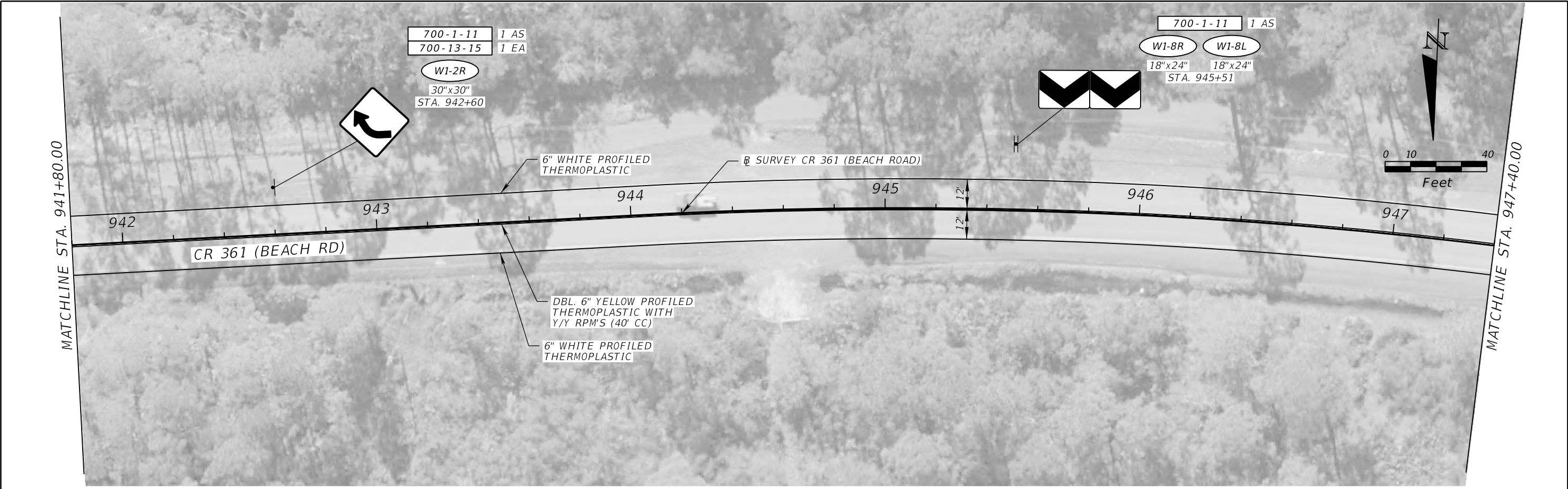


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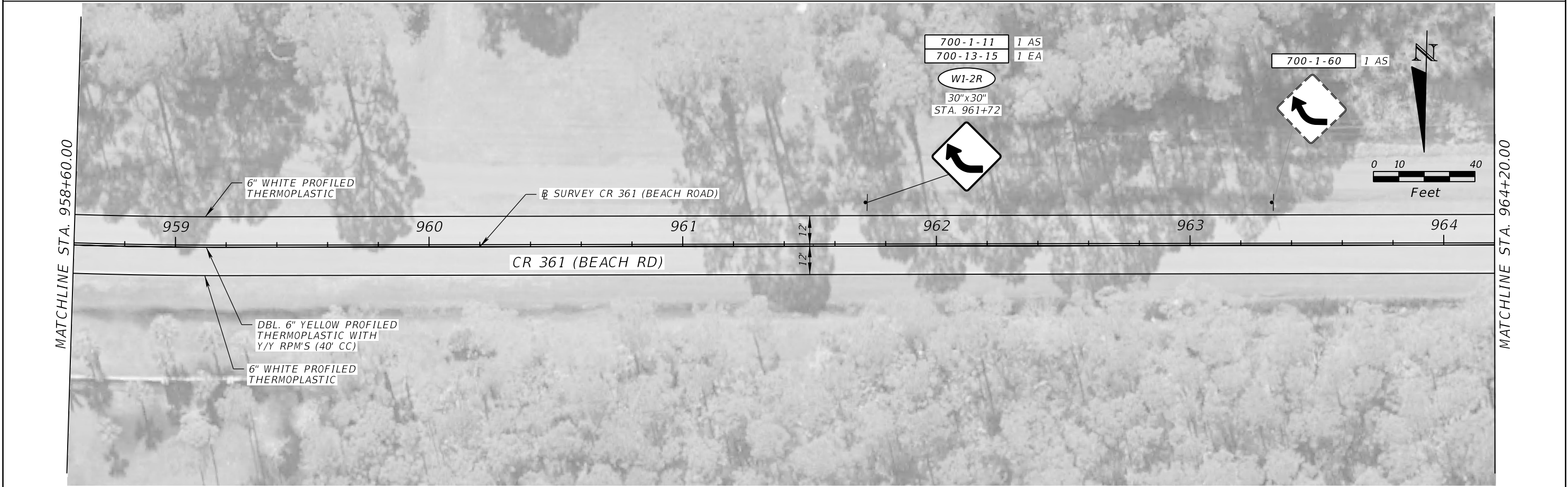
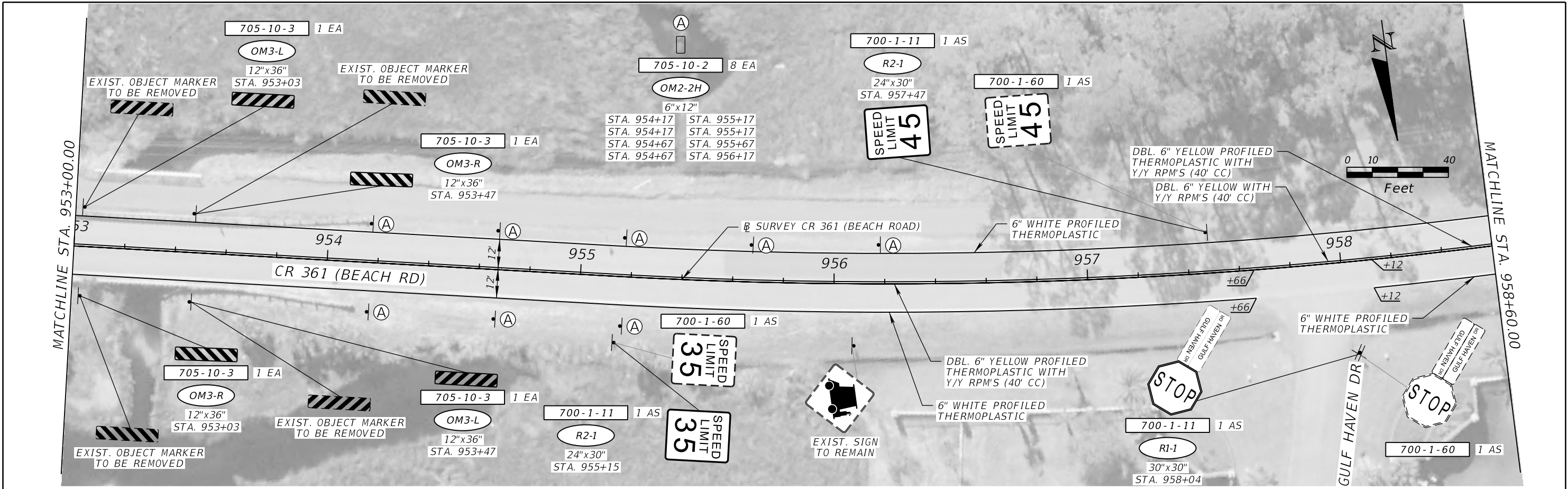


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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



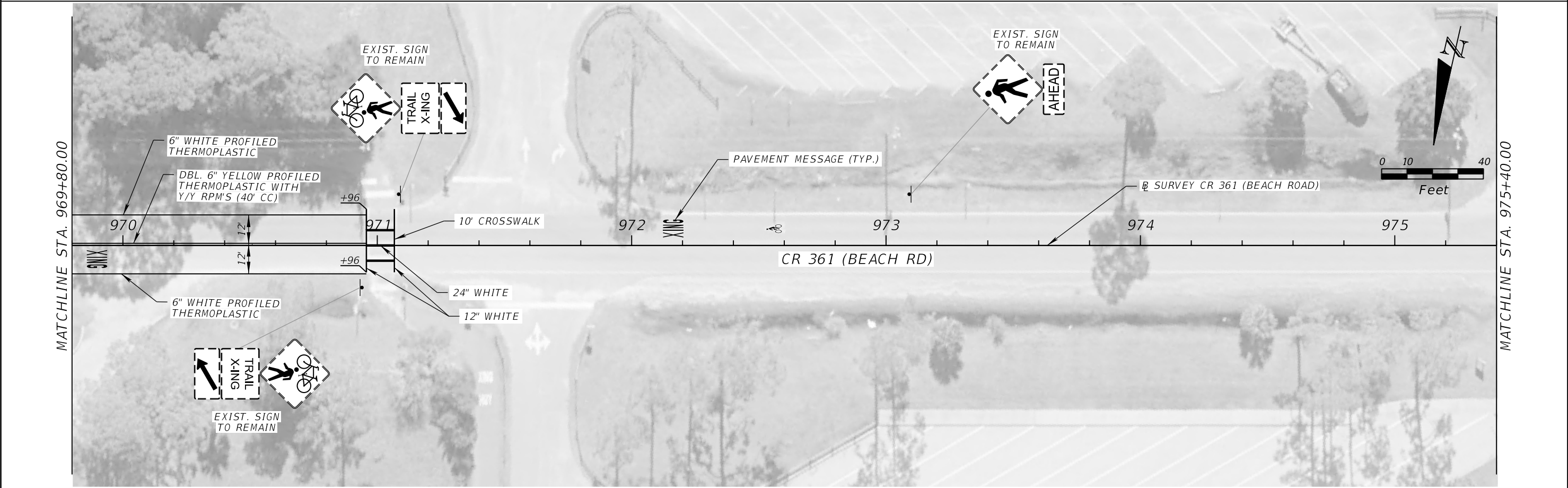


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  54
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  55
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		





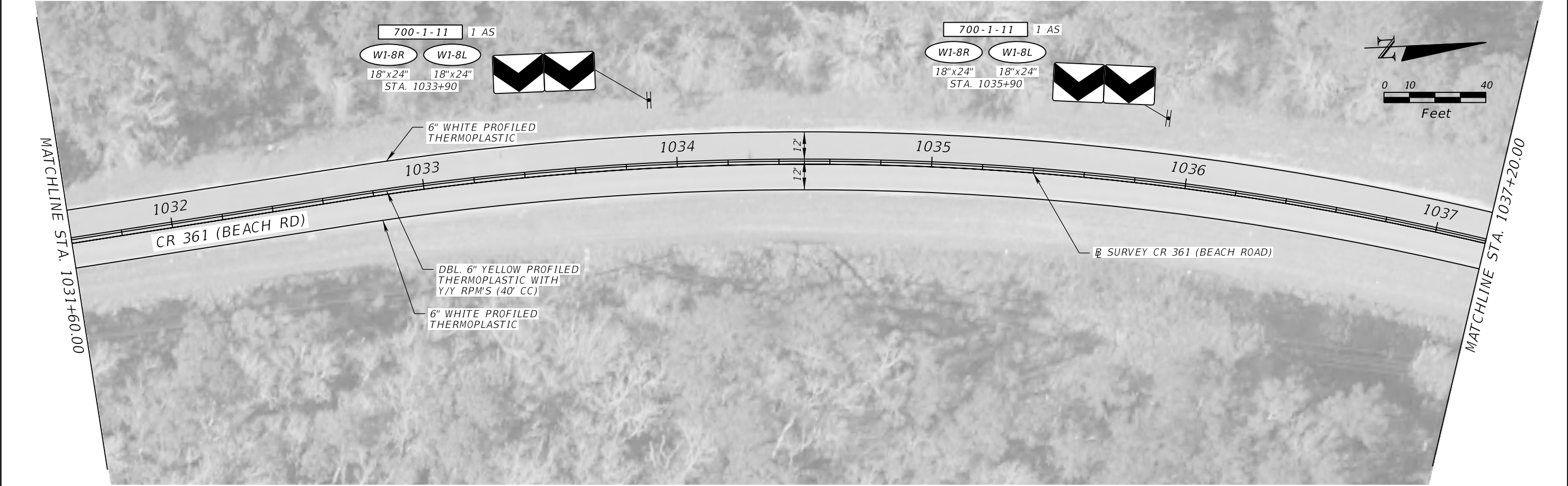
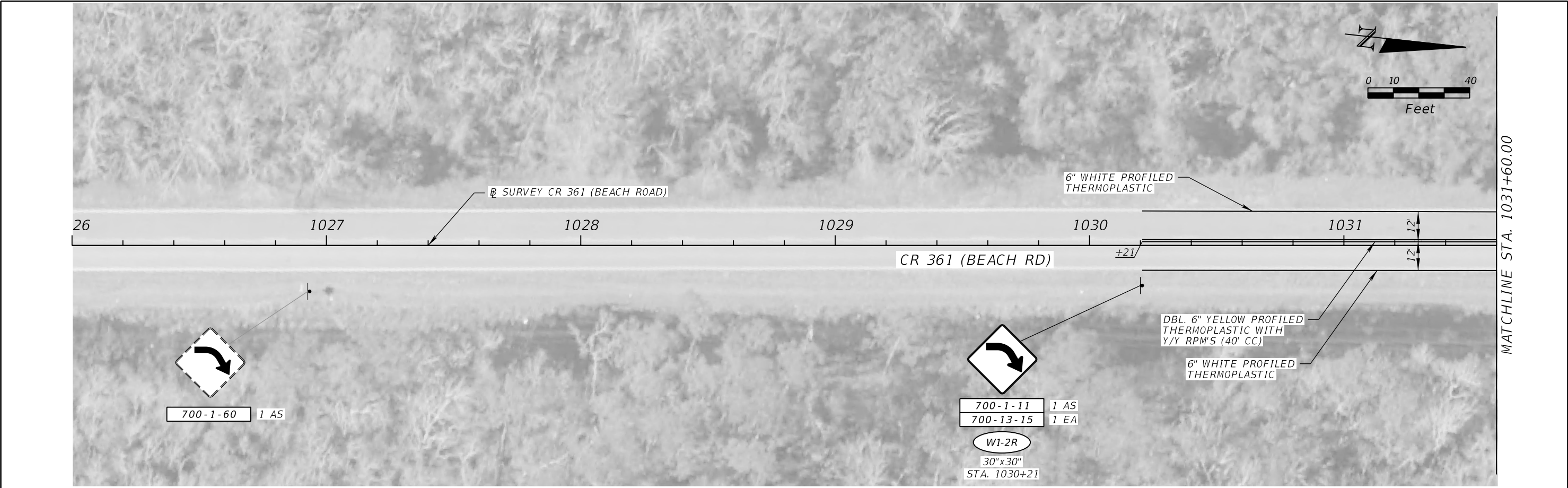
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  56
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



							SIGNING AND PAVEMENT MARKINGS	SHEET NO.		

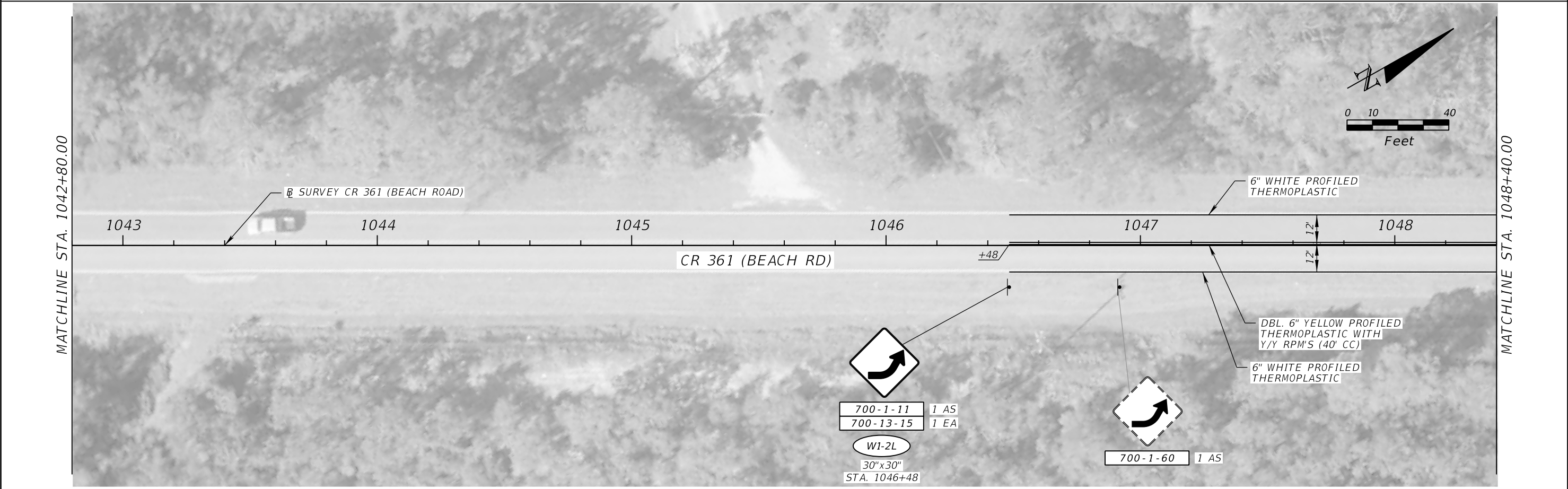
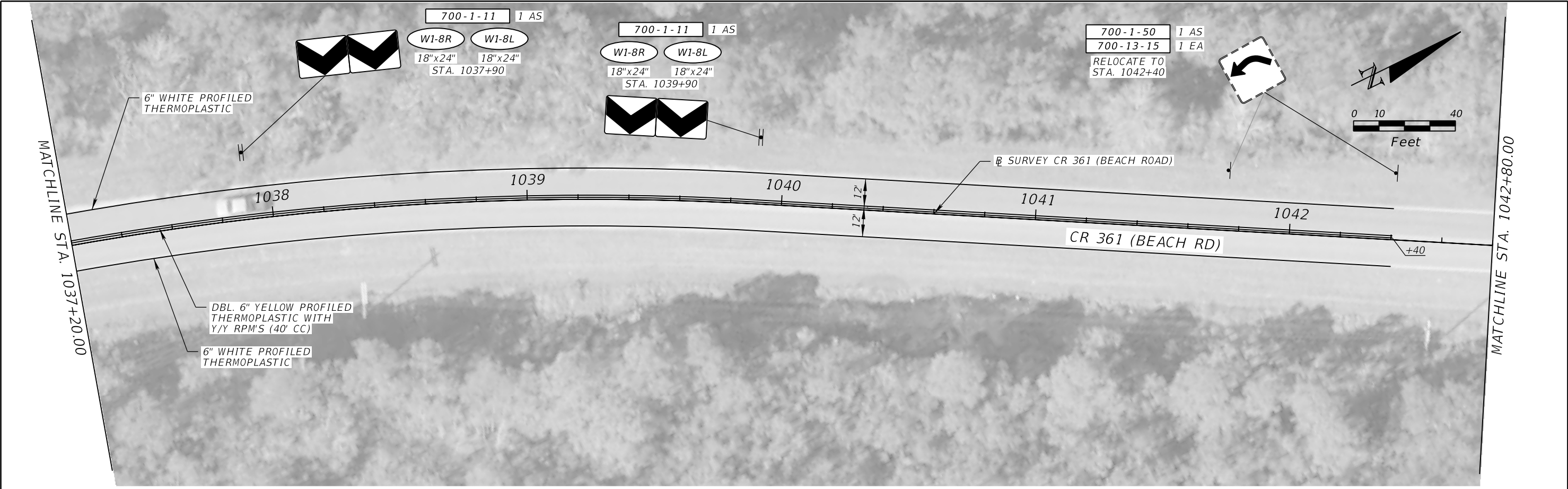
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.  57
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CR 361	TAYLOR	445563-1-58-01	

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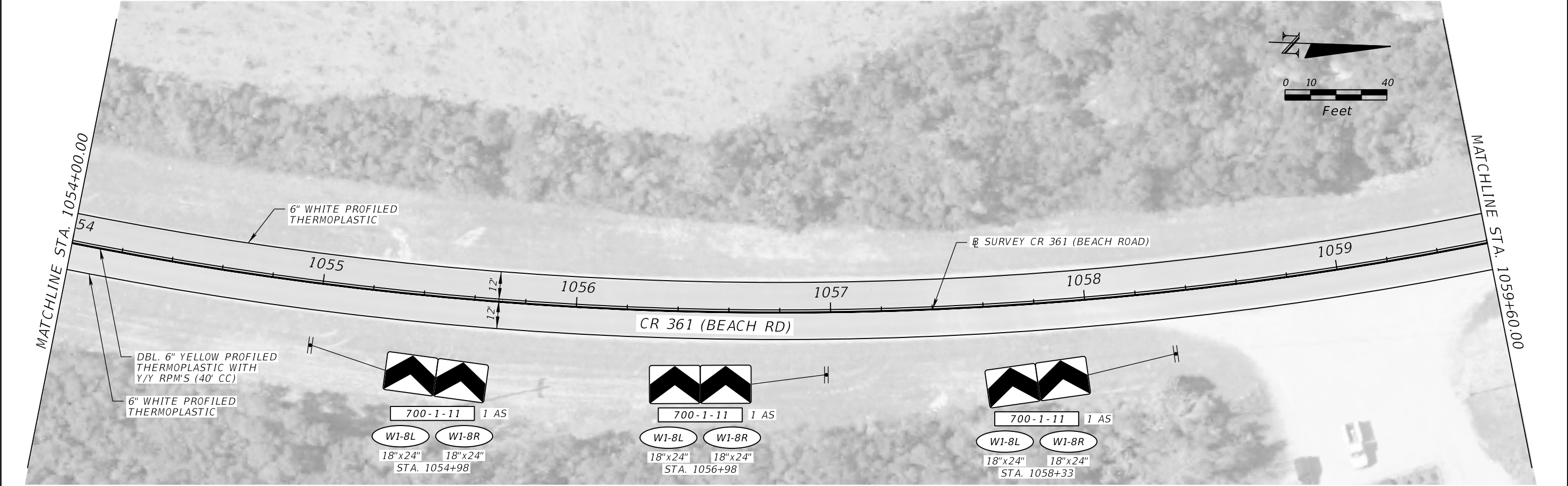
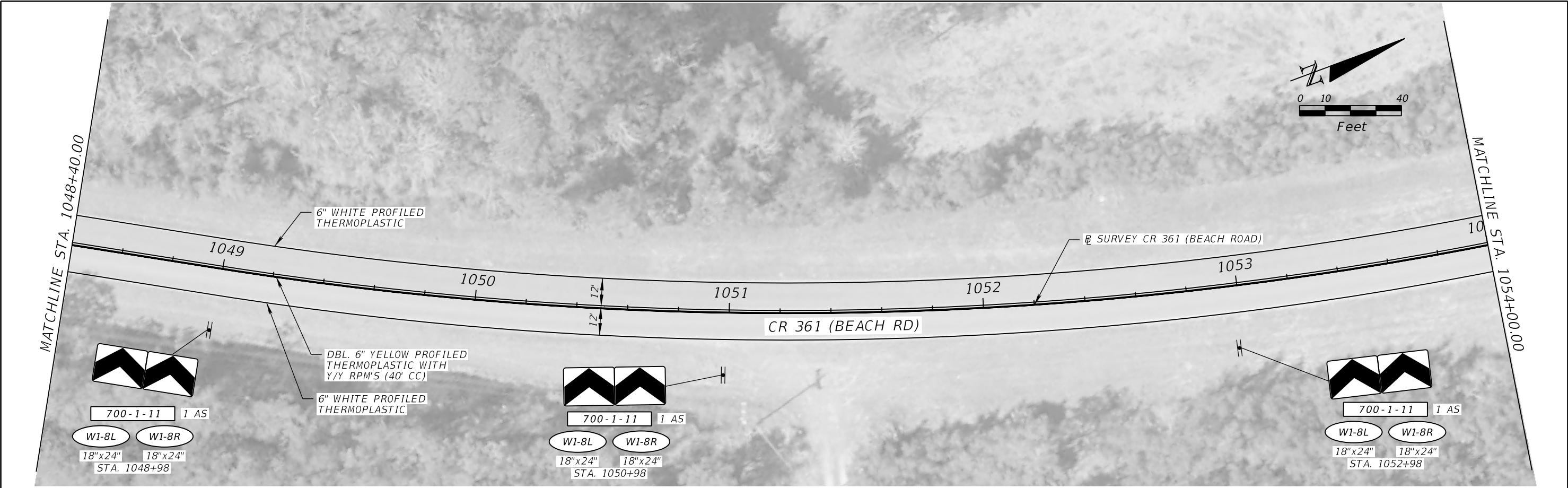
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  58
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		





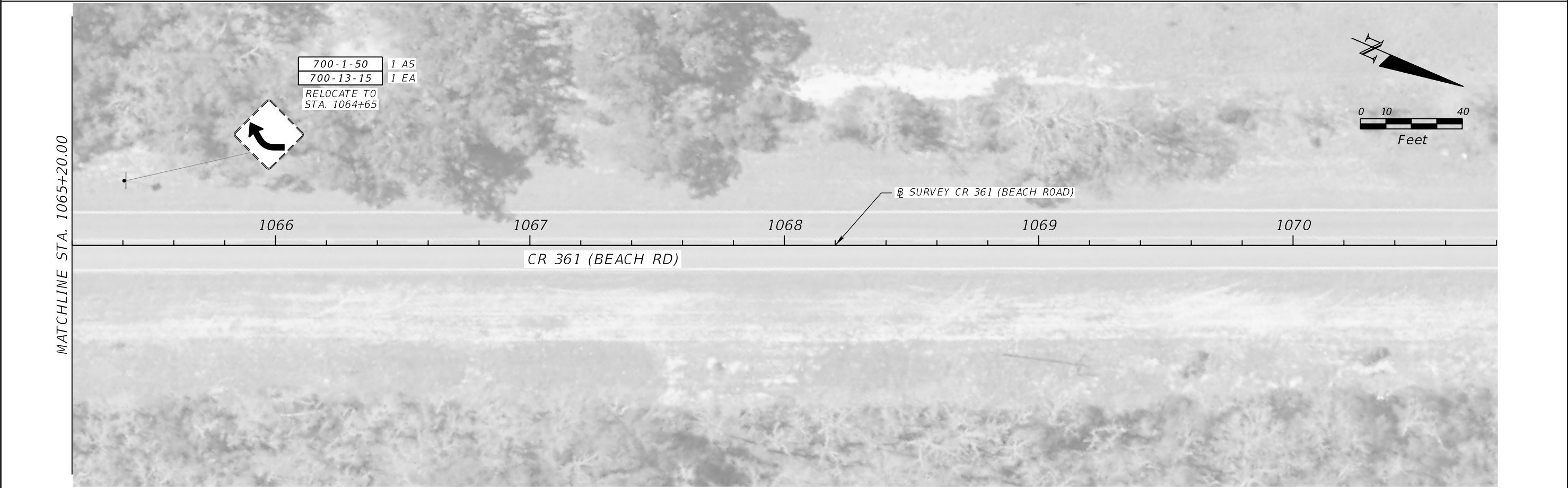
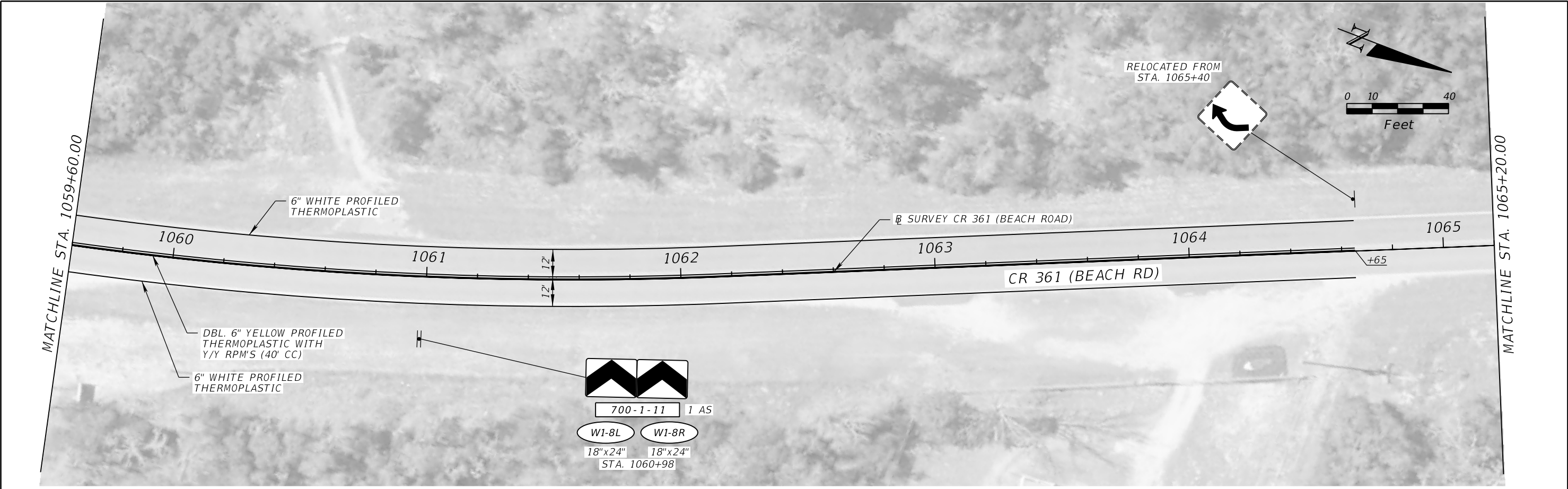
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		59





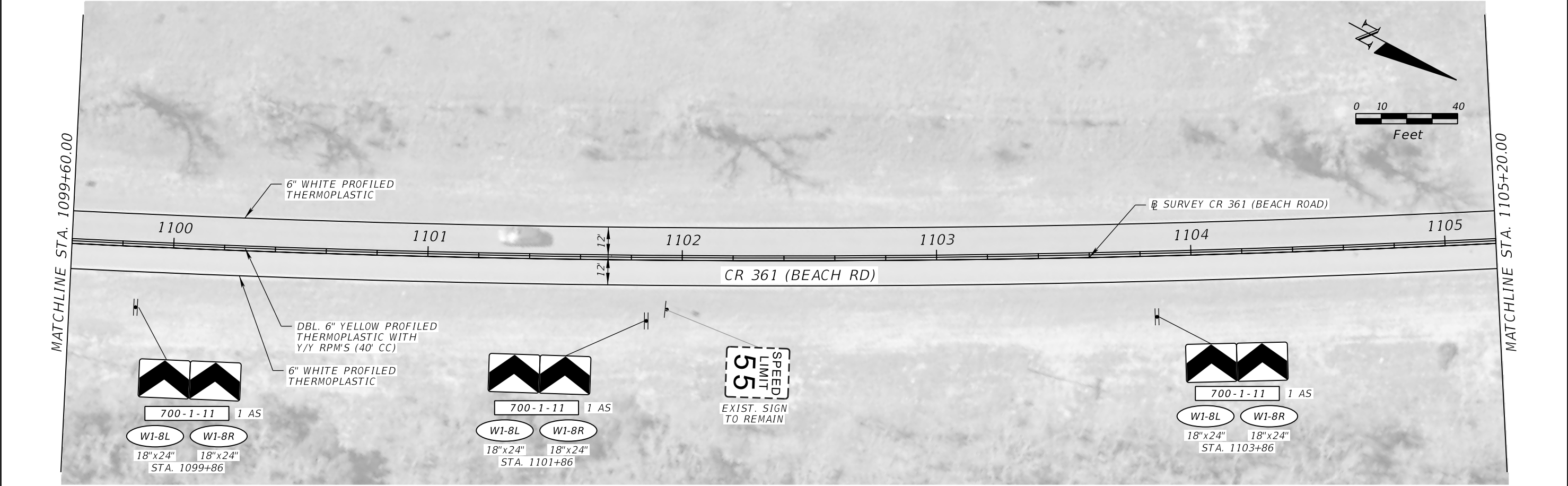
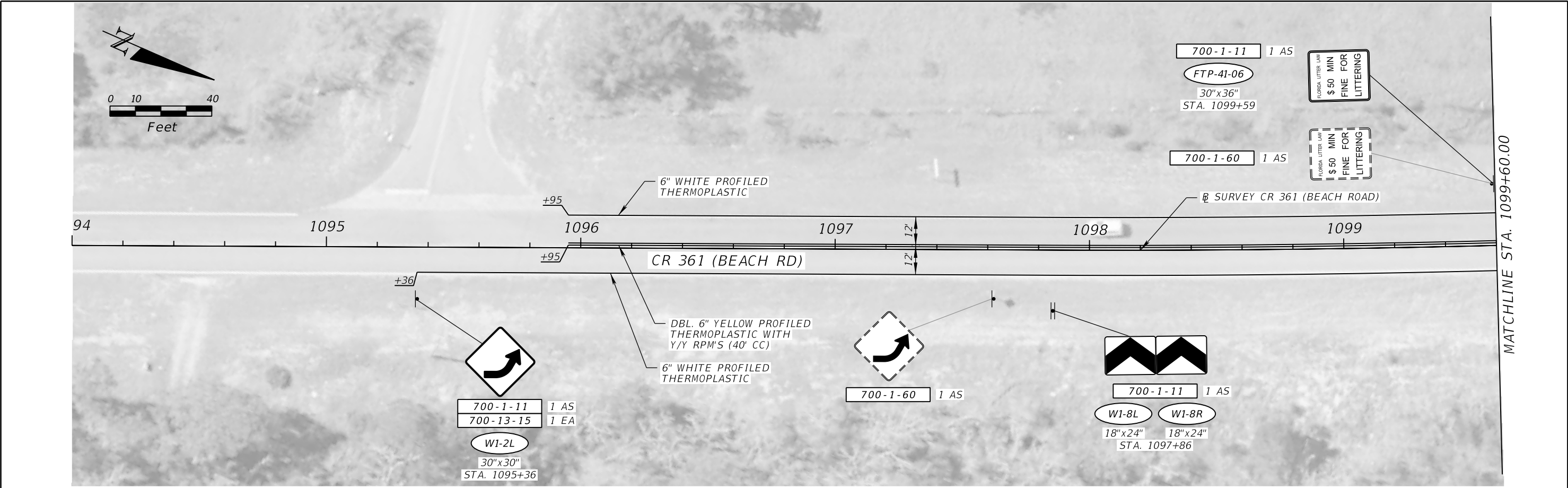
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  60
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

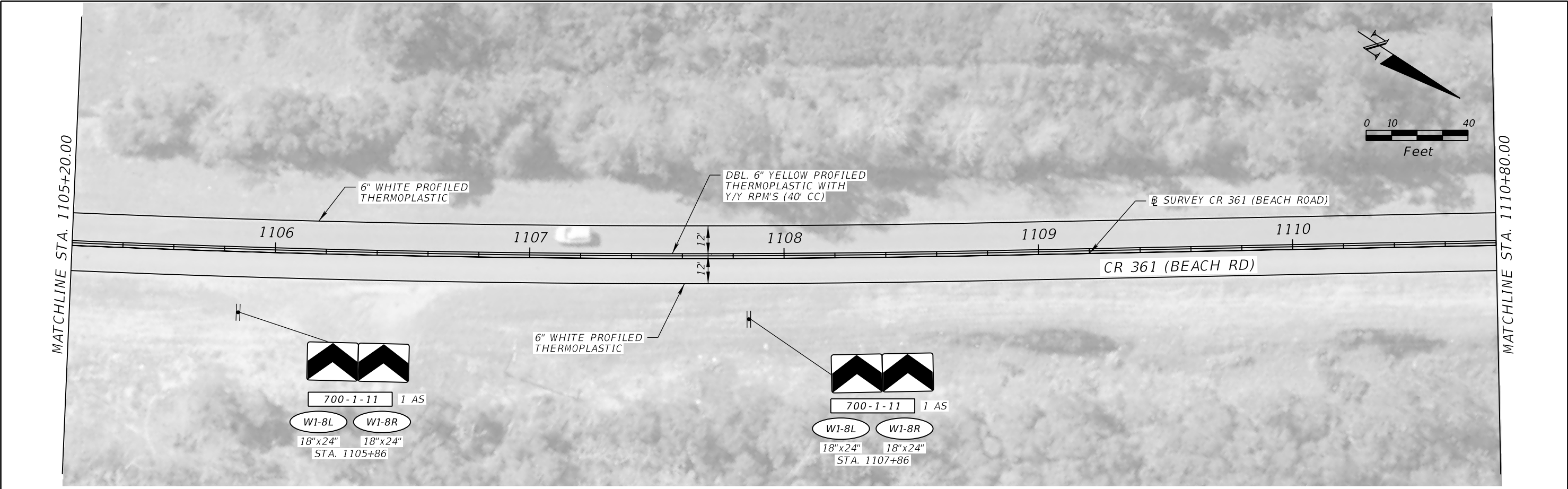


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS		SHEET NO.  61
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					CR 361	TAYLOR	445563-1-58-01			





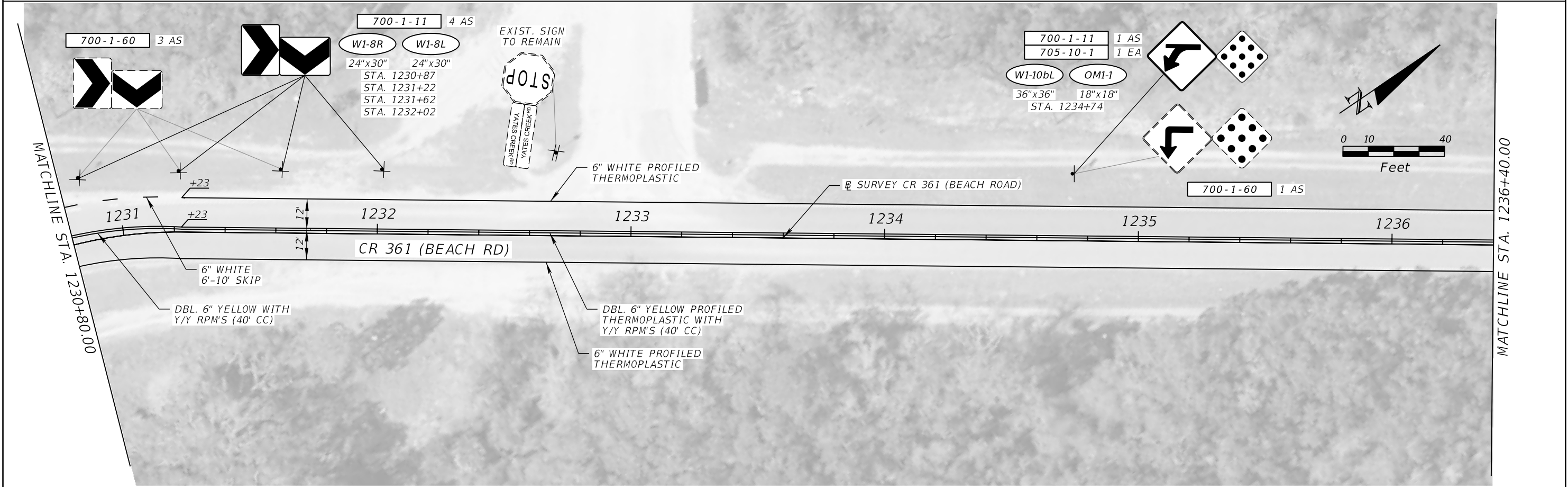
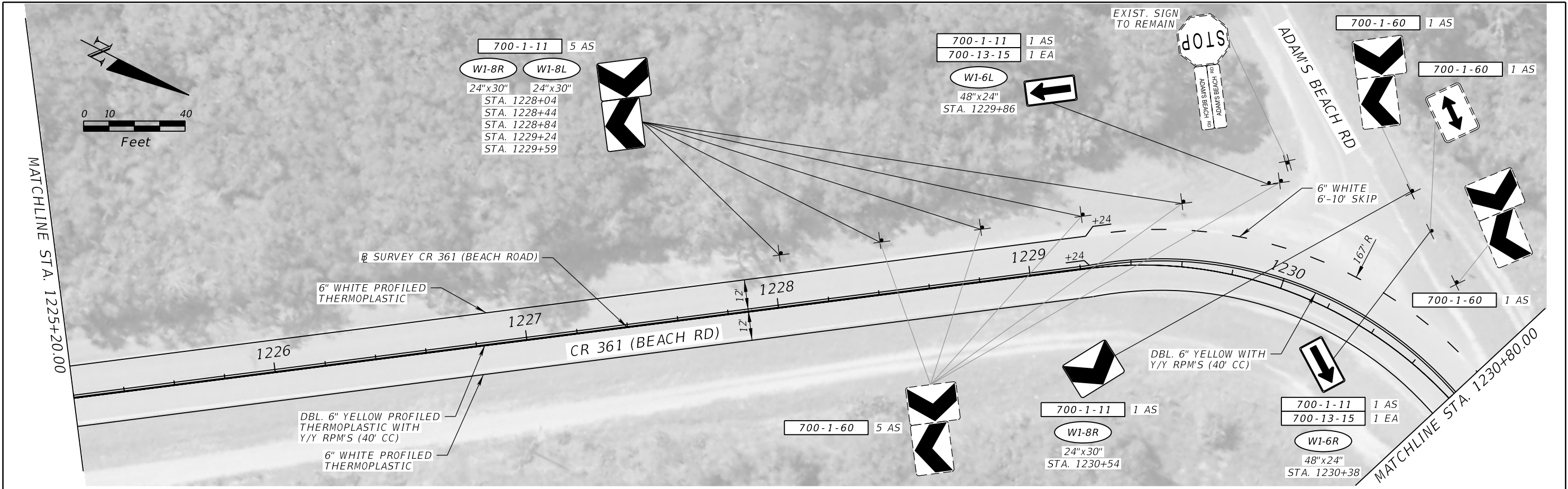
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  62
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		63

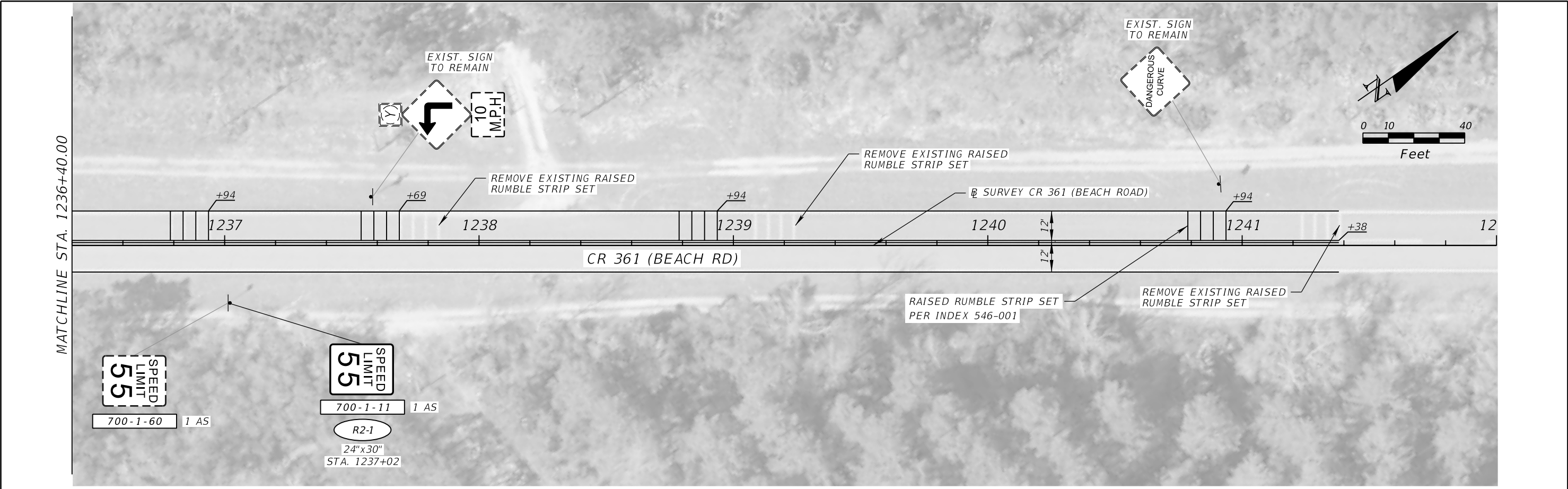






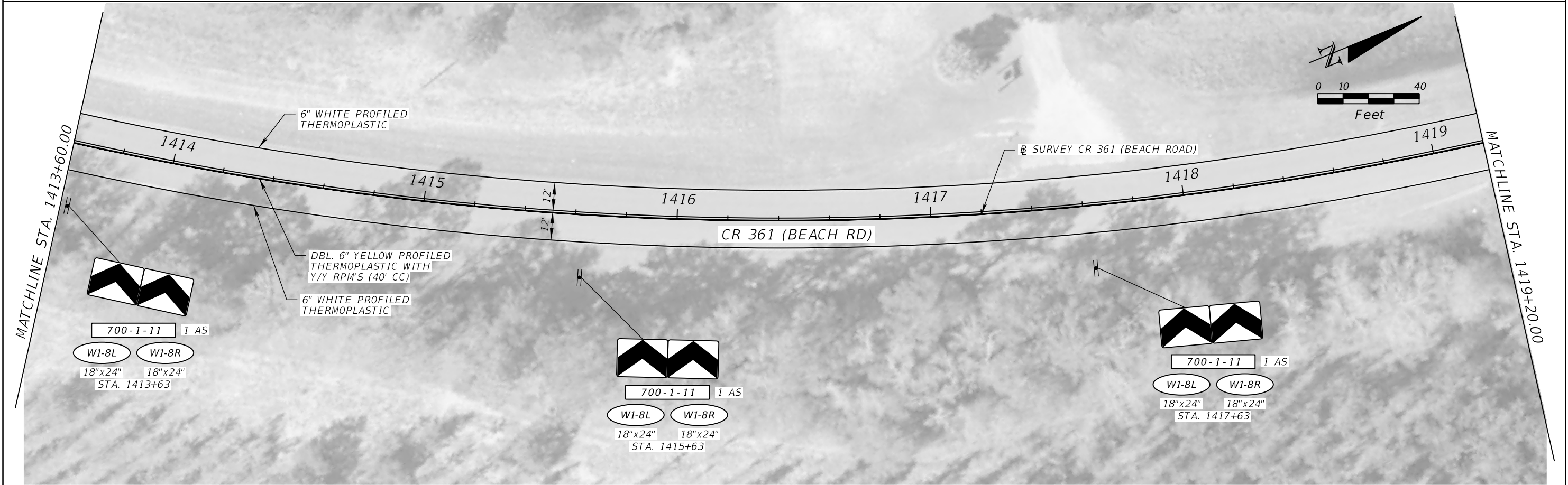
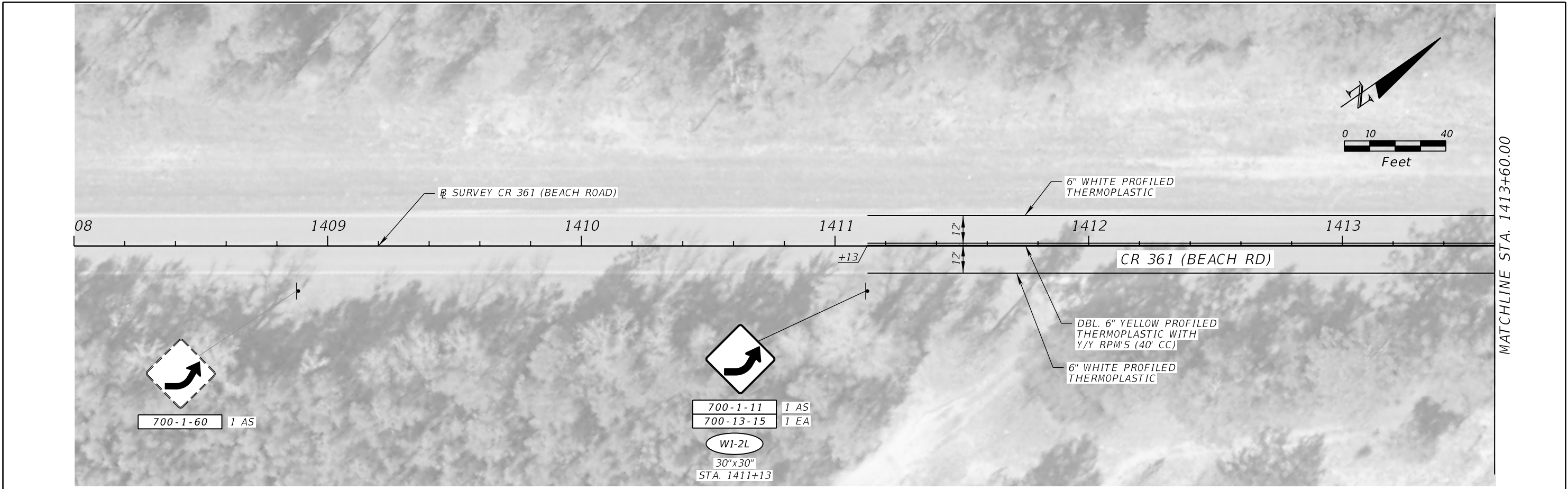
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  65
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



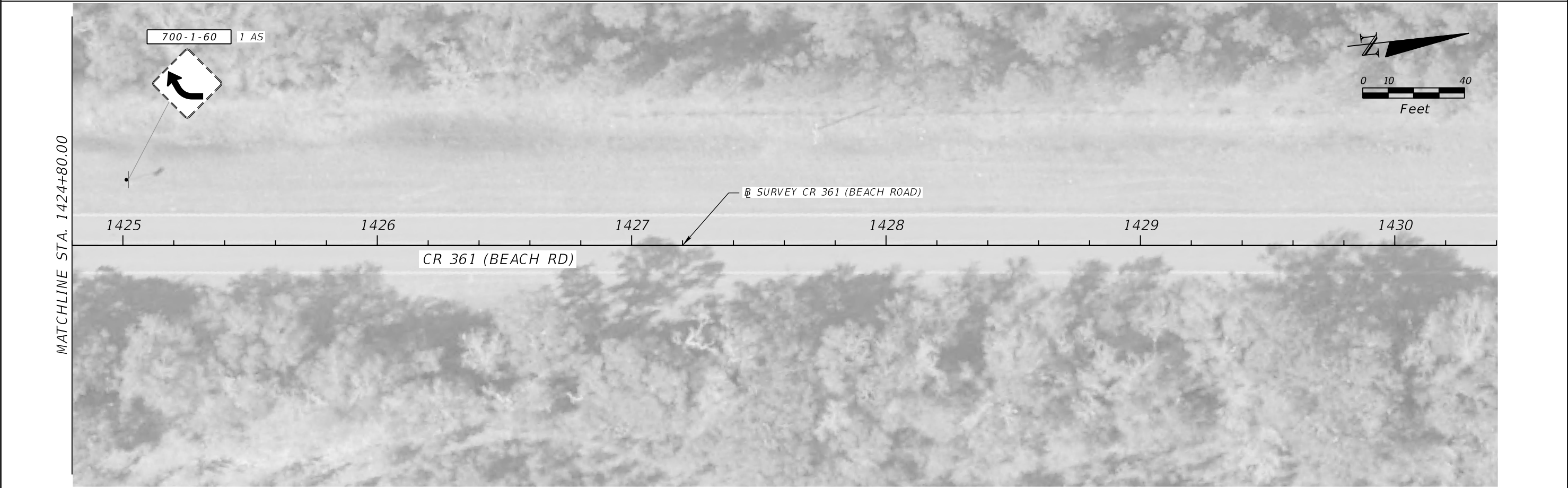
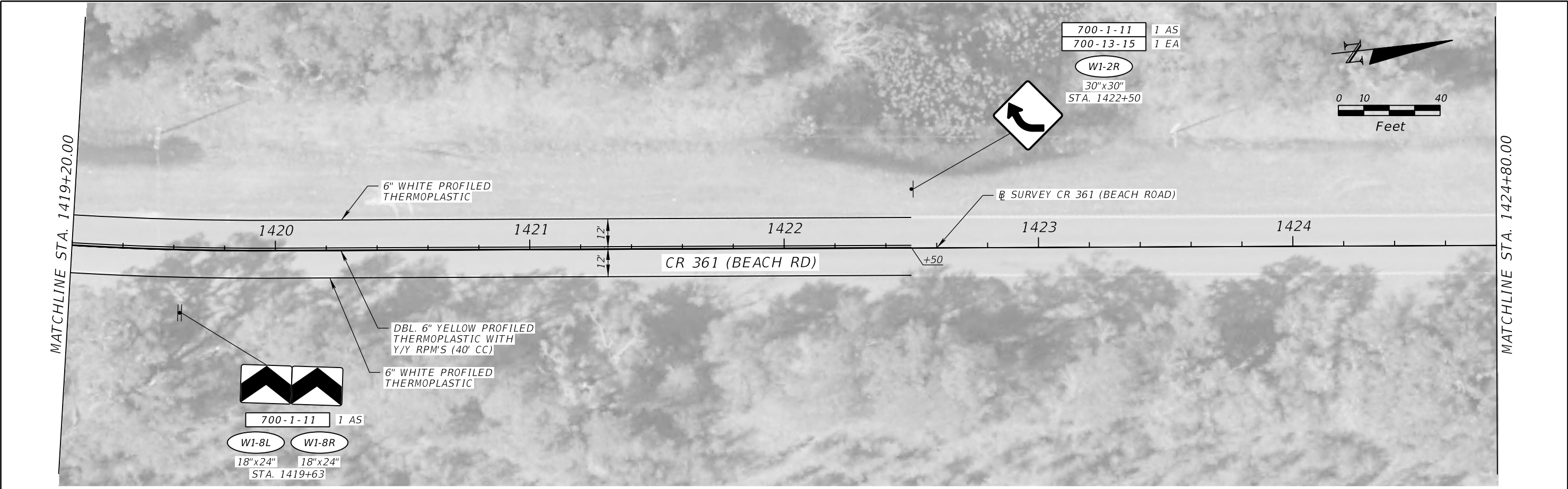


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01	66	



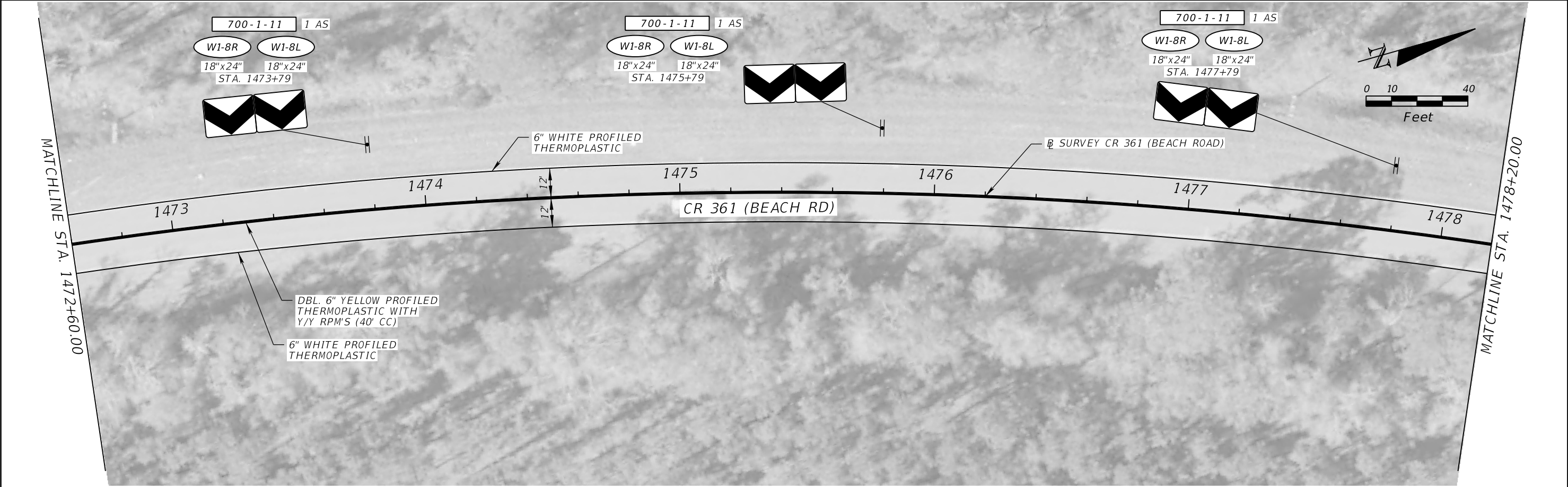
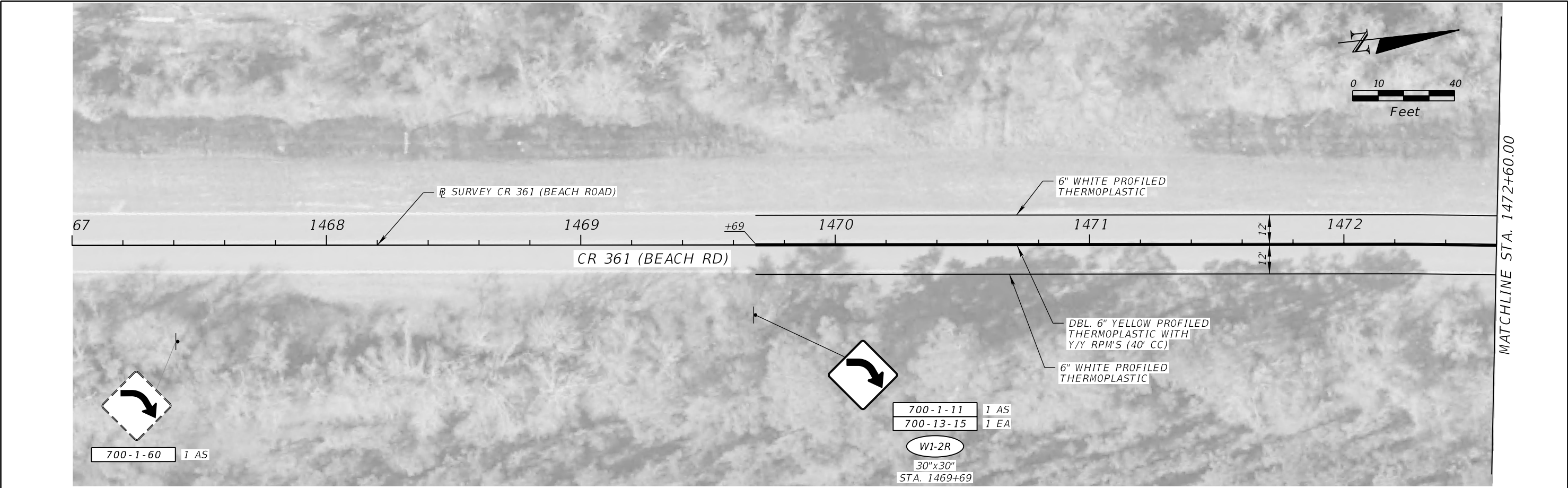


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  67
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		

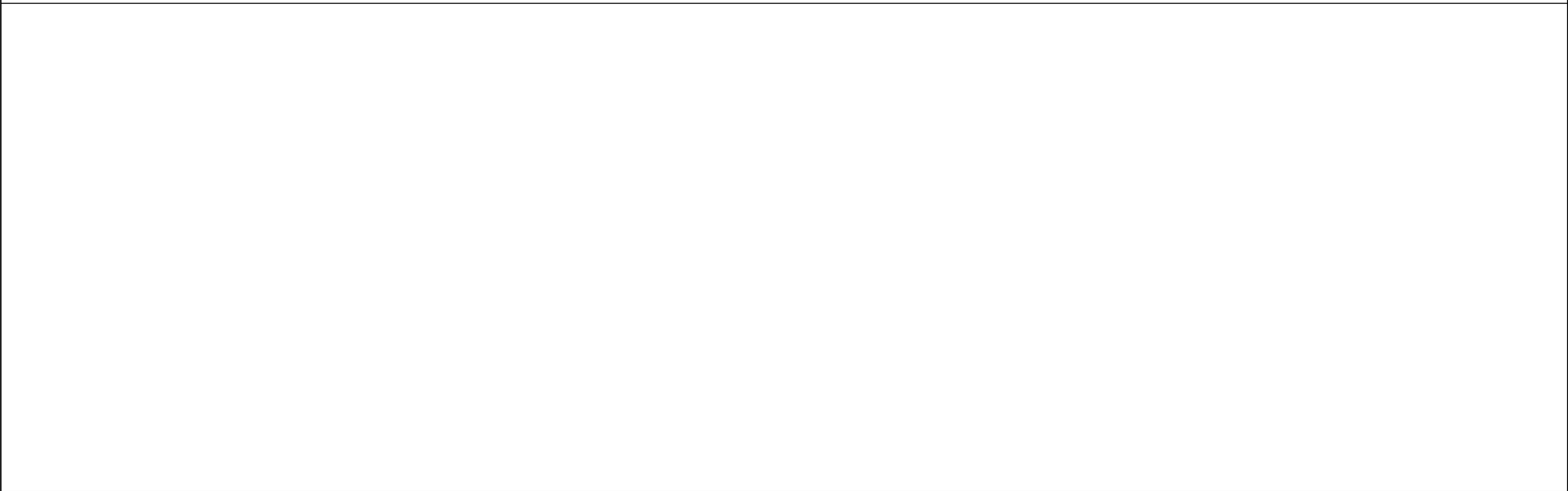
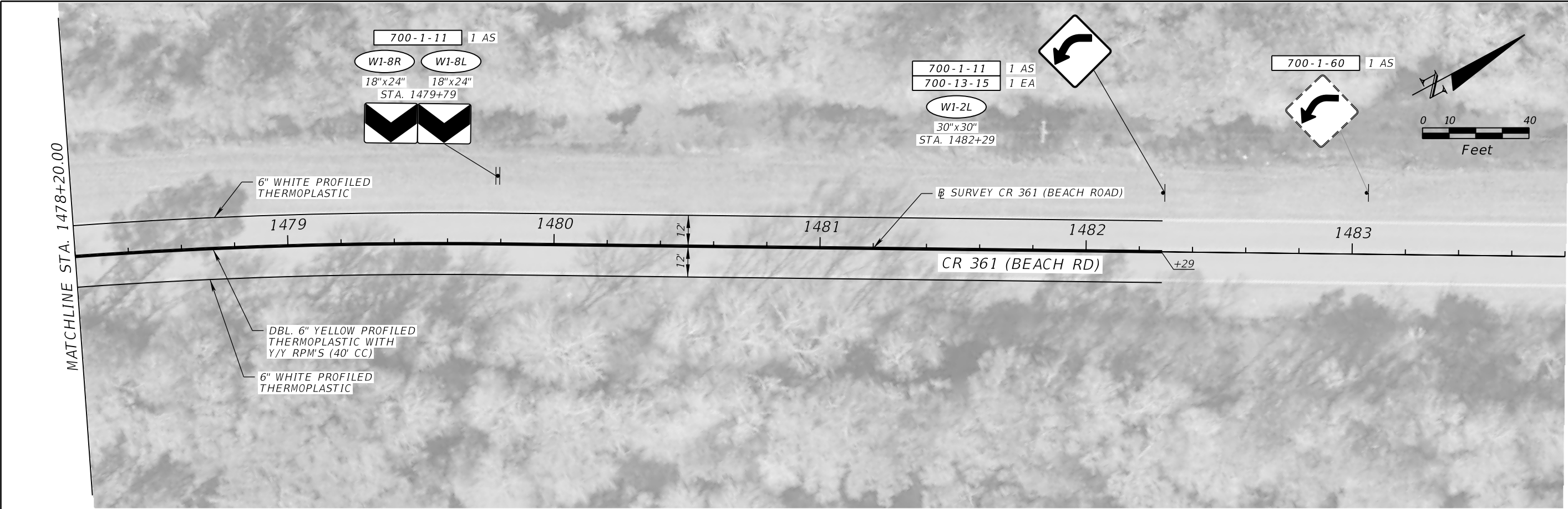


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		68
					CR 361	TAYLOR	445563-1-58-01		





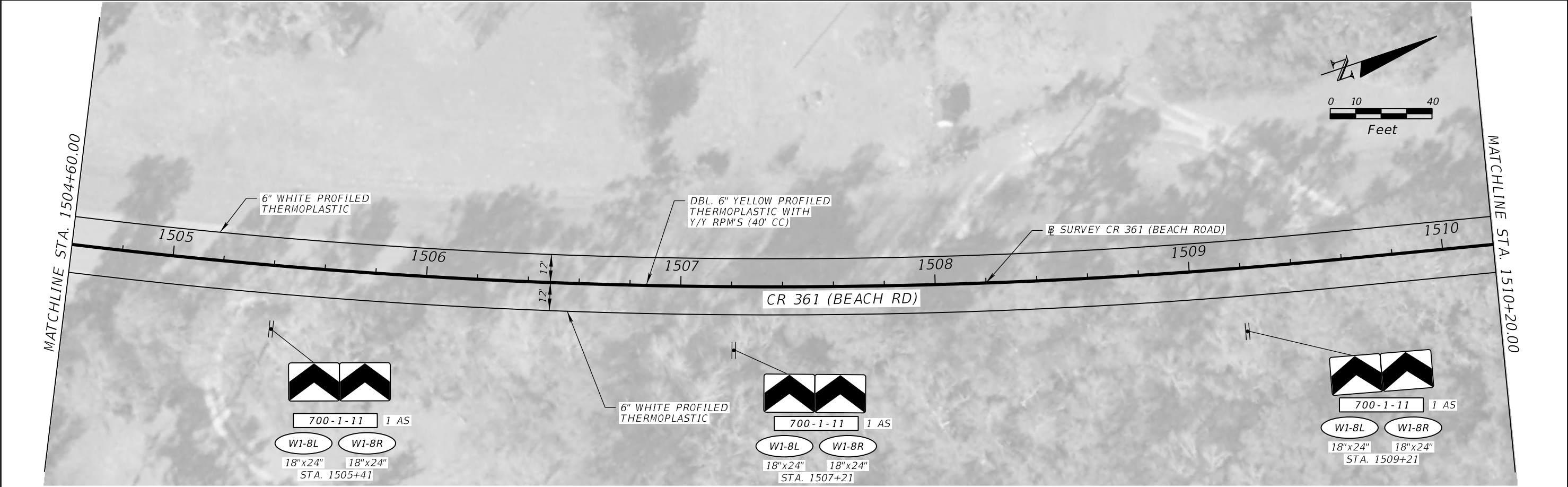
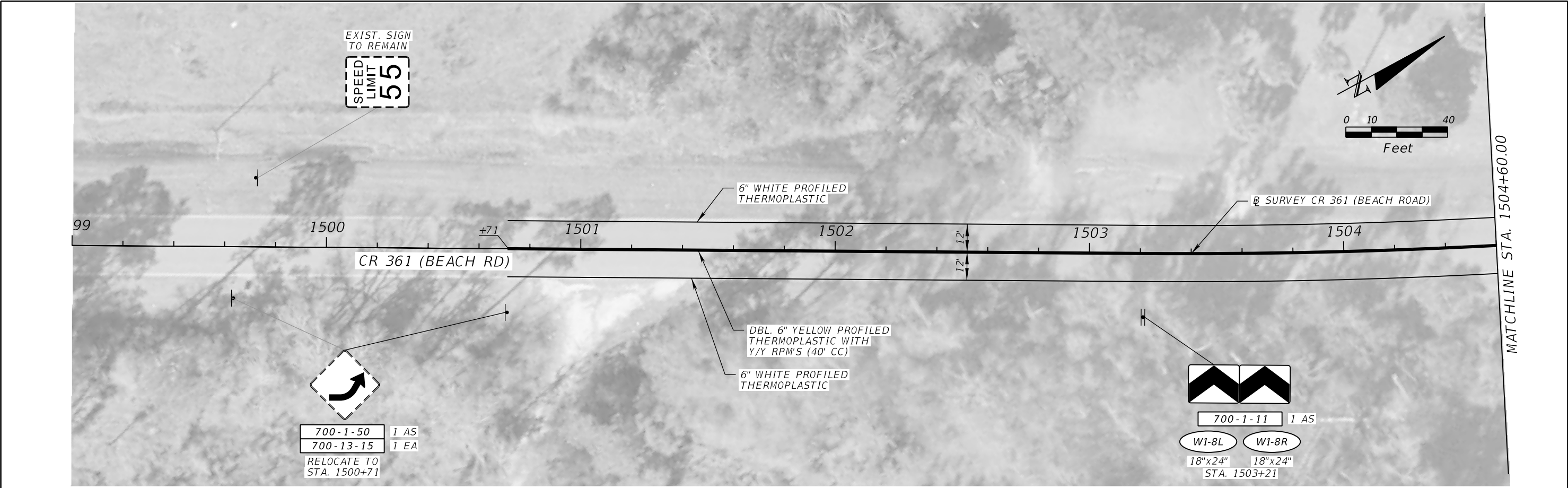
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  69
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



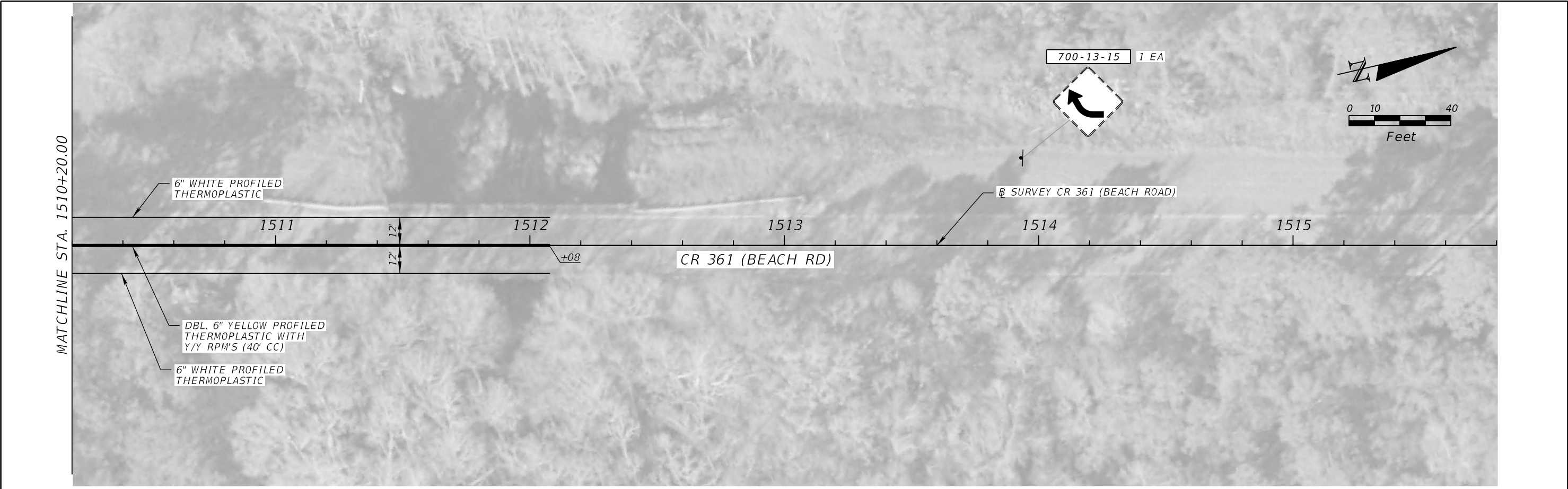
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		70
					CR 361	TAYLOR	445563-1-58-01		

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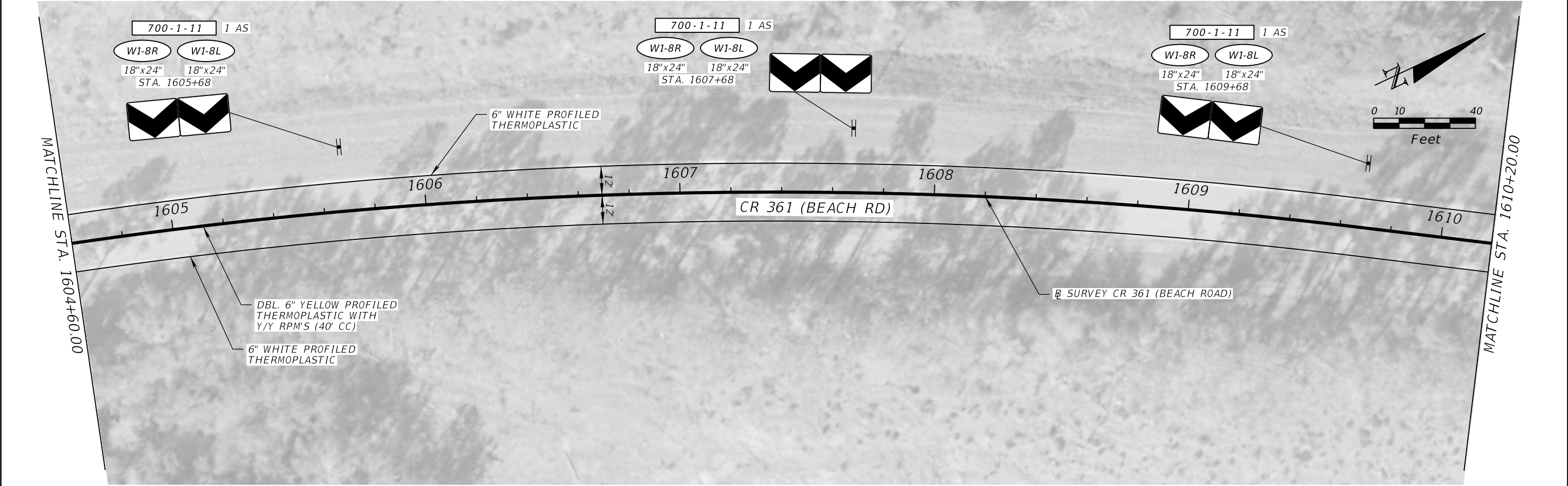
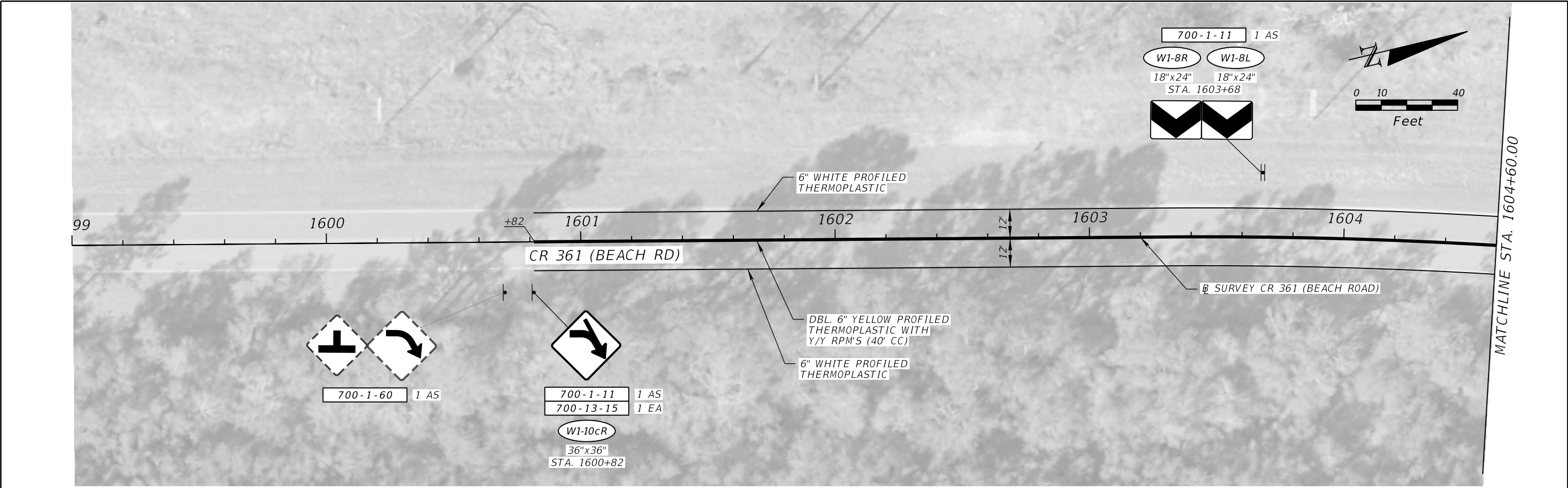
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  71
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



							SIGNING AND PAVEMENT MARKINGS	SHEET NO.		

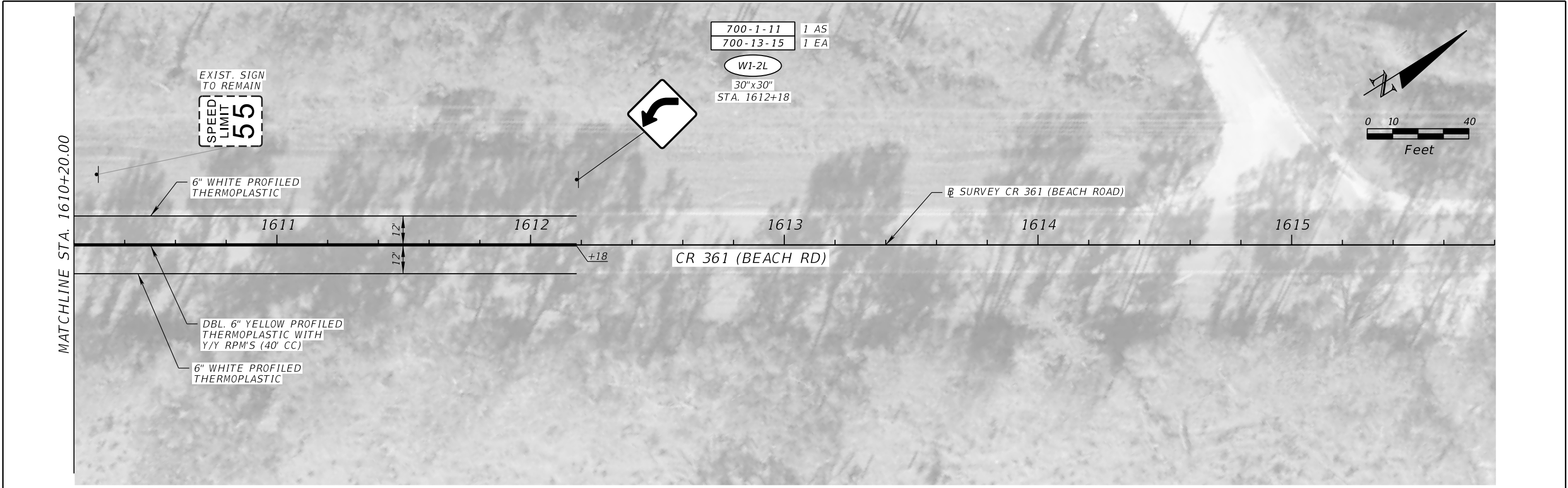
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
					CR 361	TAYLOR	445563-1-58-01	



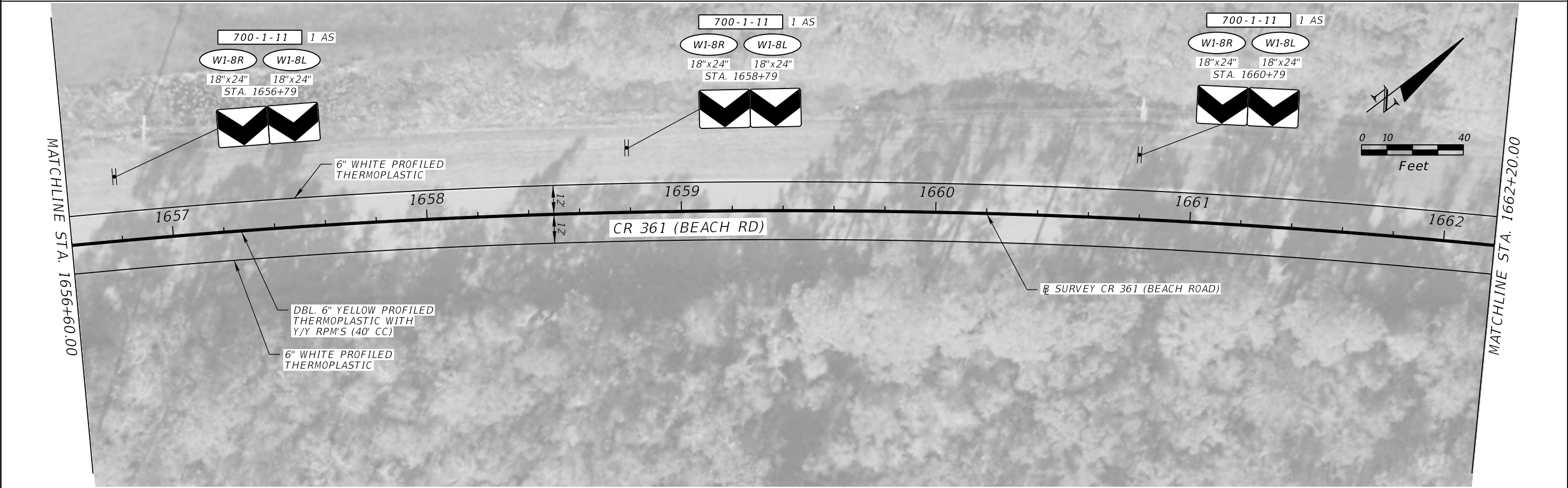
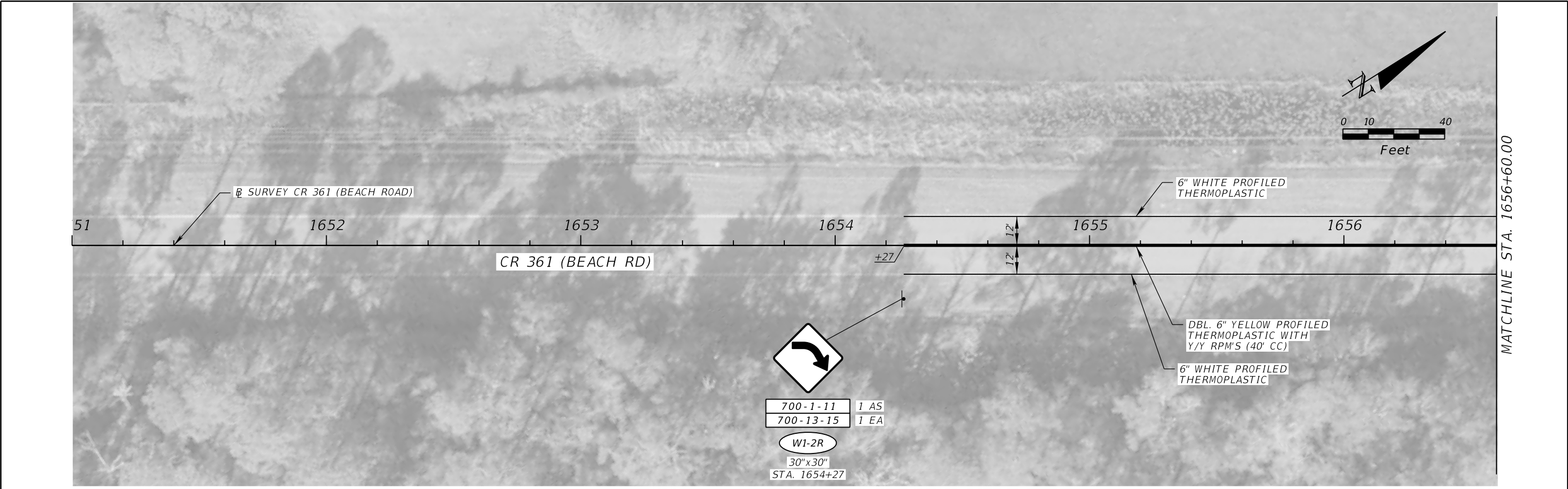


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  73
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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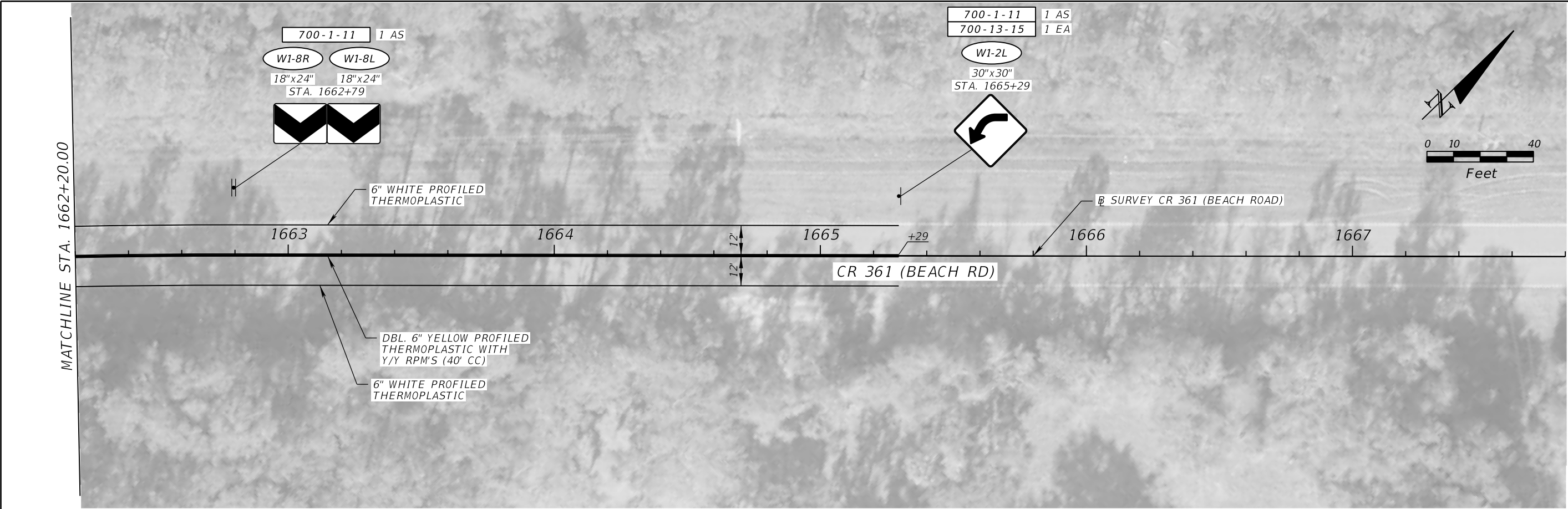




REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		74
					CR 361	TAYLOR	445563-1-58-01		



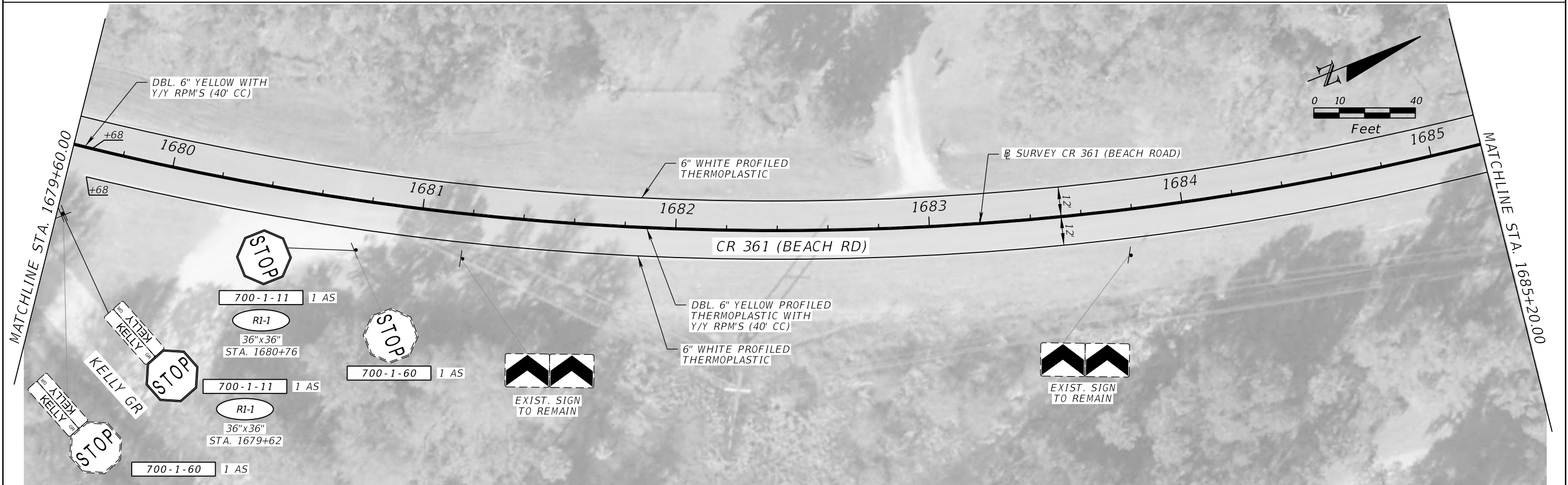
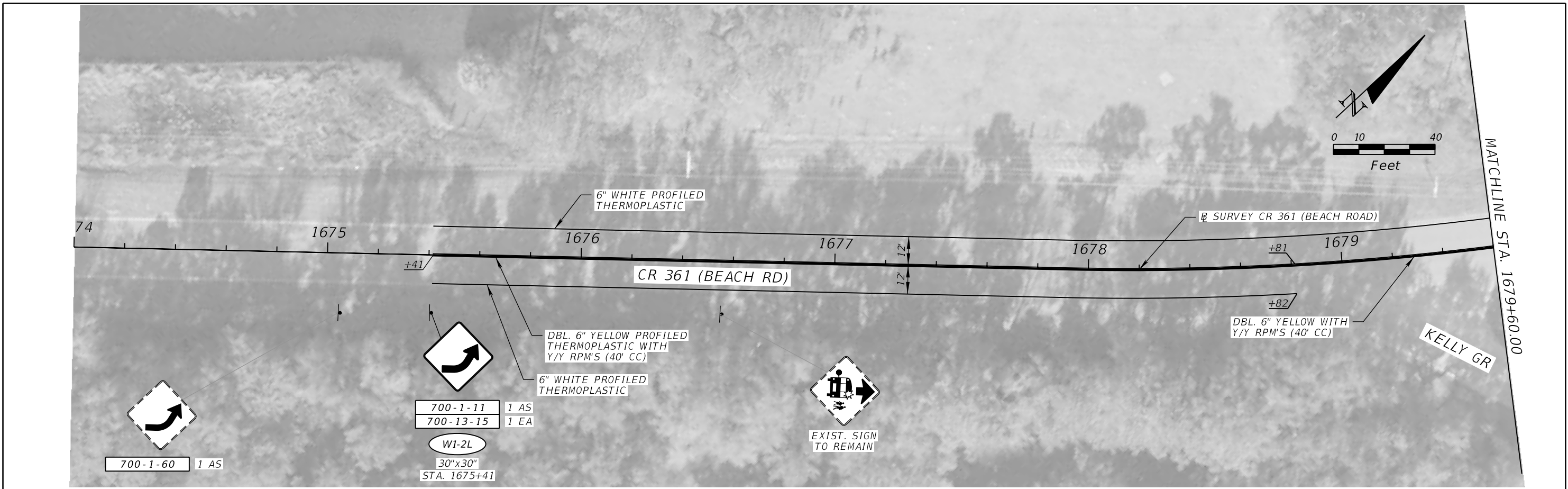
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  75
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



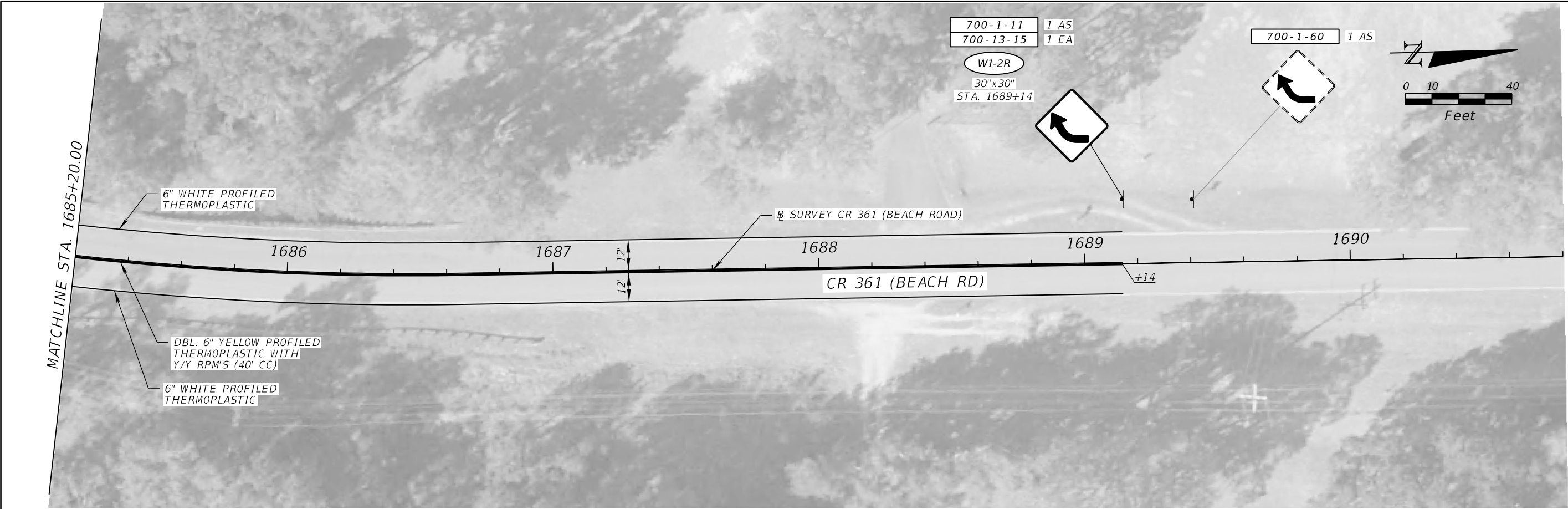
REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		76

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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  77
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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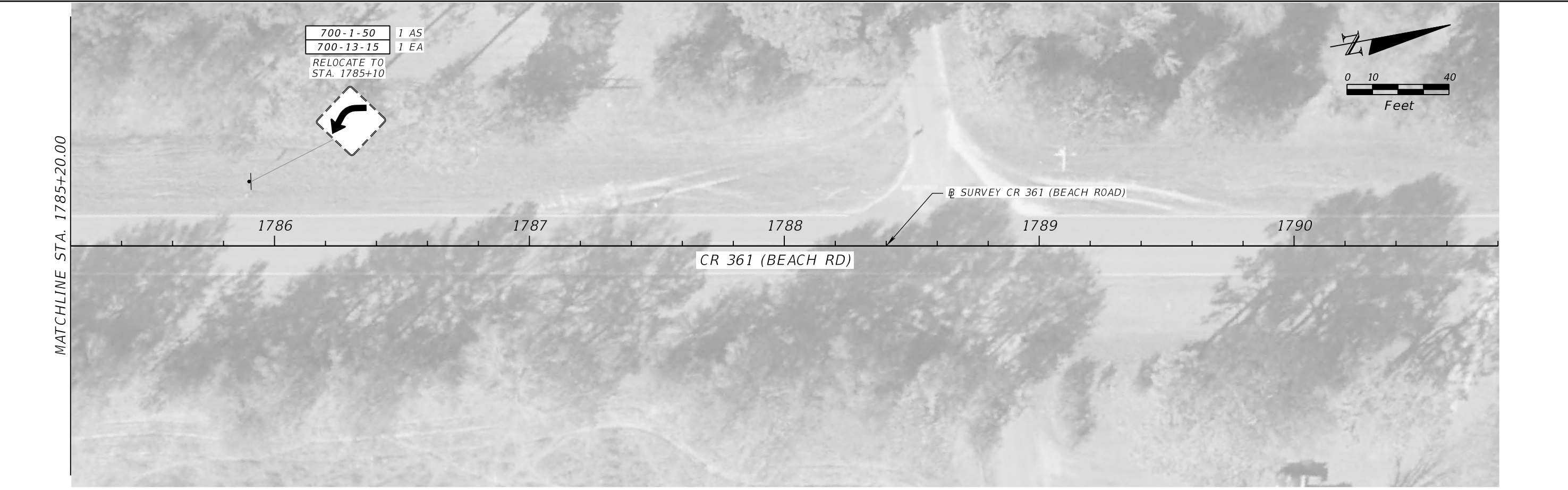


REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		78
					CR 361	TAYLOR	445563-1-58-01		

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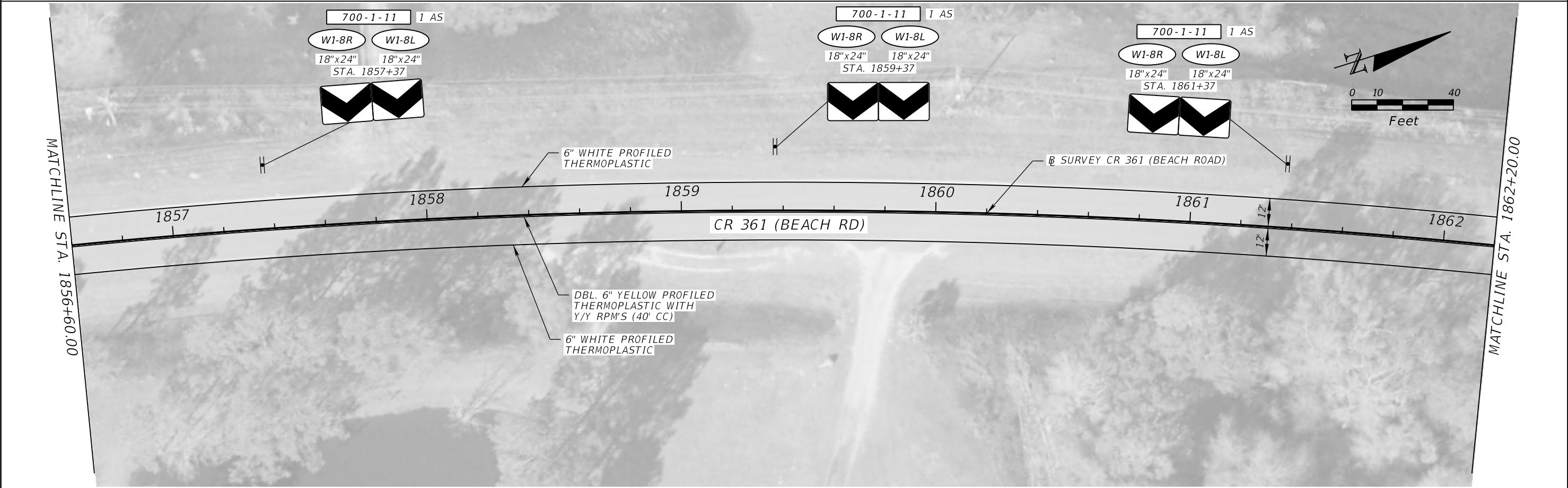
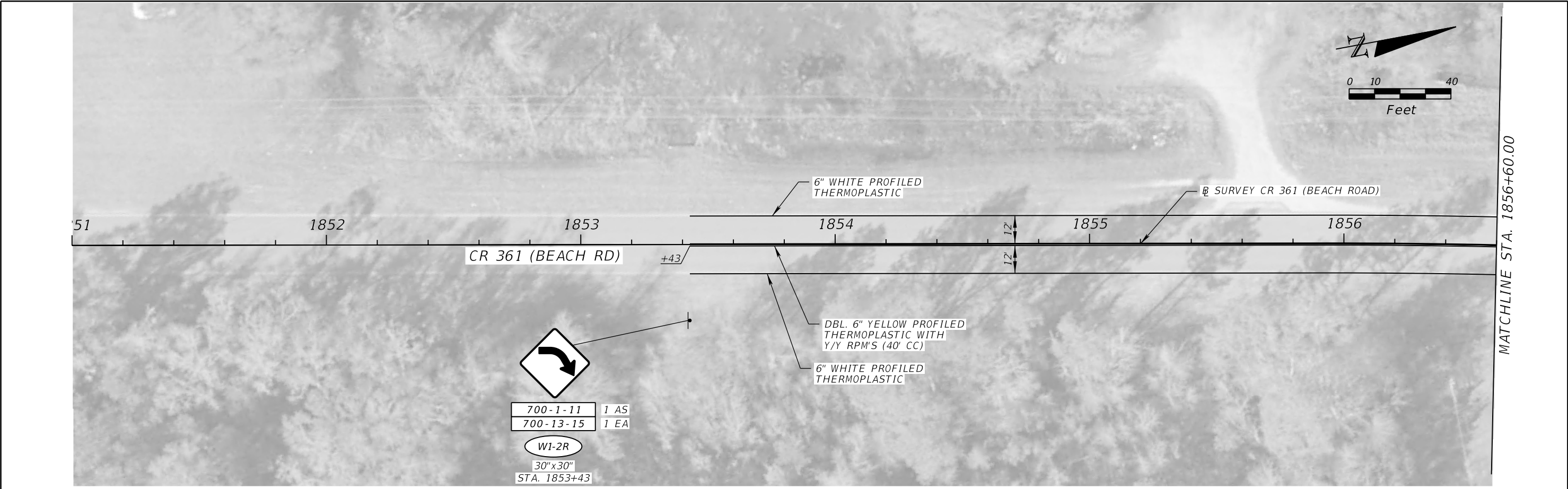




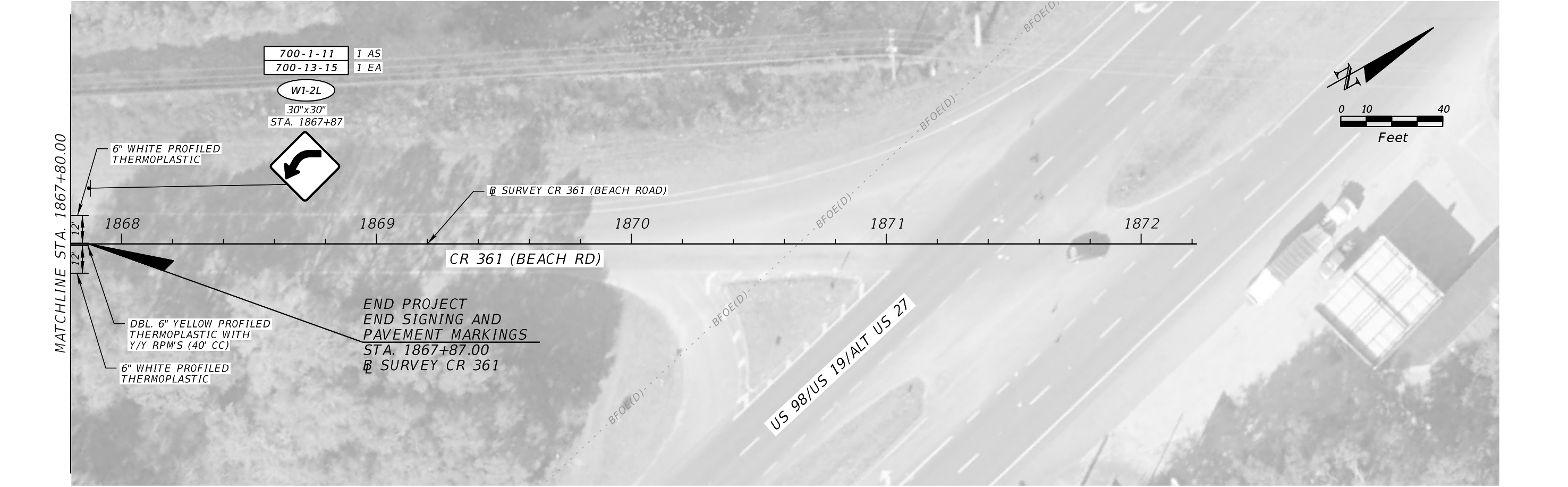
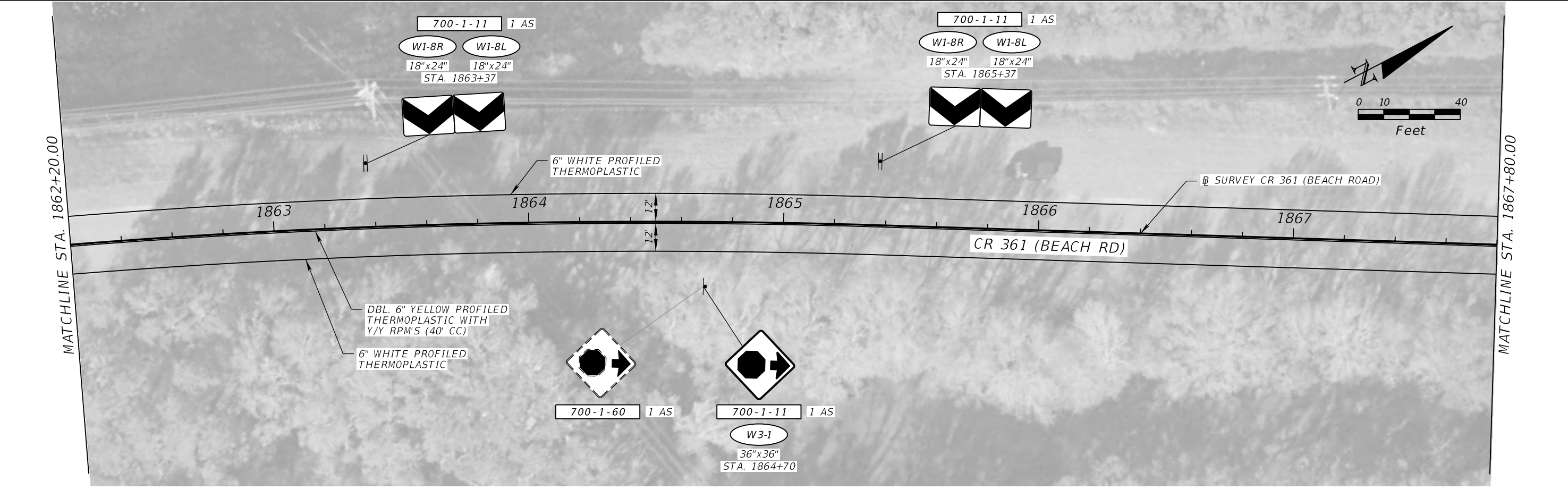
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REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		80
					CR 361	TAYLOR	445563-1-58-01		





REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.  81
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		



REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 205 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. 86622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 361	TAYLOR	445563-1-58-01		82

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[illegible][illegible]

SIGN NAME		QTY		SIGN NUMBER		STATION(S)	
PANEL		BORDER					
WIDTH		WIDTH					
HEIGHT		RADII					
LEGEND		COLOR					
COLOR							
SYMBOL(S)		ANGLE	X	Y	WID	HT	
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge Of Lane	COLUMN SIZE		AVERAGE LENGTH		
NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT	VOLTAGE

[illegible]

REVISIONS				PETERS AND YAFFEE, INC. 9822 TAPESTRY PARK CIRCLE, SUITE 100 JACKSONVILLE, FL 32246 WHITNEY N. ANDERSON, P.E. & ASSOCIATES
DATE	DESCRIPTION	DATE	DESCRIPTION	

wanderson

SIGN NAME	GM-J02	QTY	/	SIGN NUMBER	STATION(S)
PANEL		BORDER			709+75
WIDTH	3'-6"	WIDTH	0"		
HEIGHT	0'-6"	RADII	1.5"		
LEGEND	WHITE	COLOR	White		
COLOR	Green				
SYMBOL(S)	ANGLE	X	Y	WID	HT
SIGN NUMBER	NUMBER OF POSTS	CLEARANCE Edge Of Land	COLUMN SIZE	AVERAGE LENGTH	

The technical drawing shows a rectangular sign panel labeled "HAGEN'S COVE". The overall width is 3'-6" and the height is 0'-6". The corner radii are 1.5". The panel is mounted on a post with a diameter of 2.9". The distance from the post centerline to the inner edge of the panel is 36.2". The panel has a double-sided design.

NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

[illegible]

<i>SIGN NAME</i>		<i>QTY</i>	<i>SIGN NUMBER</i>	<i>STATION(S)</i>		
<i>PANEL</i>		<i>BORDER</i>				
<i>WIDTH</i>	<i>WIDTH</i>					
<i>HEIGHT</i>	<i>RADII</i>					
<i>LEGEND</i>	<i>COLOR</i>					
<i>COLOR</i>						
<i>SYMBOL(S)</i>	<i>ANGLE</i>	<i>X</i>	<i>Y</i>	<i>WID</i>	<i>HT</i>	
<i>SIGN NUMBER</i>	<i>NUMBER OF POSTS</i>	<i>CLEARANCE Edge Of Lane</i>	<i>COLUMN SIZE</i>		<i>AVERAGE LENGTH</i>	
<i>NO. OF LIGHT FIXTURES</i>						
<i>FIXTURE SPACING</i>						
<i>PHOTOMETRIC CURVE</i>						
<i>WATT</i>						
<i>VOLTAGE</i>						

[illegible]

STATE 205 6622	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GUIDE SIGN WORKSHEET	SHEET NO.
	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		83
	CR 361	TAYLOR	445563-1-58-01		

F:\2019\19-015-05 FDOT D2 LAP CR 361 (Beach Road) from SR 51 (1st Ave South) to US 98 - STV\000000000000\signing\qswksp01.dgn



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



COMMISSIONERS TO CONSIDER APPROVAL OF CHW, INC.'S CONSTRUCTION ENGINEERING AND INSPECTION PROPOSAL FOR THE SLAUGHTER ROAD WIDENING/RESURFACING PROJECT.

**MEETING DATE REQUESTED:**

January 17, 2023

**Statement of Issue:** Board to consider approval of CHW, Inc.'s Construction Engineering and Inspection (CEI) Proposal for the Slaughter Road Widening/Resurfacing project.

**Recommended Action:** Approve the CHW CEI services proposal and project funding request.

**Fiscal Impact:** FISCAL YR 2022/23 - \$981,974.62 SCOP Funding remaining  
FISCAL YR 2022/23 - \$1,110,204.27 SCRAP Funding remaining  
\$229,950 CEI Services Porposal

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** By the direction of the Board, plans and specifications for the improvement of Slaughter Road from US HWY 19 at its Southeast end to Harrison Blue Road at its North end under the FDOT's Small County Outreach and Small County Road Assistance Programs were recently prepared and advertised. The project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 2.27 miles of roadway from 18/20 ft to 24 ft wide. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the Request for Proposals package to be received by the Board at its January 17<sup>th</sup> meeting.

On January 9, 2023, Staff received a proposal from CHW to provide Construction Engineering and Inspection services for the project. Their \$221,950.00 proposal is based on the Design Engineers 180 calendar day (129 Working days) and their approved Continuing Services contract rates. Staff recommends that the Board approve the CHW, Inc. Construction Engineering and Inspection services proposal.

**Options:**

- 1) Approve the Slaughter Road CEI Services proposal from CHW, Inc.
- 2) Deny the Slaughter Road CEI Services proposal from CHW, Inc. and state reasons for such denial.

**Attachments:**

CHW, Inc. CEI Services proposal

January 09, 2023

Mr. Kenneth Dudley, PE  
County Engineer, Taylor County  
201 East Green Street  
Perry, Florida 32347

RE: Proposal for Construction Engineering and Inspection (CEI) Services  
**Taylor County Project No.: 2016-012-ENG**  
FDOT FIN ID: 436462-1-54-01  
FDOT FIN ID: 436462-2-54-01  
Taylor County, Florida

Dear Mr. Dudley:

On behalf of CHW, thank you for the opportunity to provide a proposal for Construction Engineering Inspection (CEI) Services for the ***Taylor County Slaughter Road Widening and Resurfacing project***. Below, we provide our proposed scope and associated fees for the Construction Engineering and Inspection (CEI) services for the proposed project in Taylor County, Florida. This proposal is based upon our understanding of the project, experience on similar funded projects, and our preliminary investigation of the project location and existing conditions. On the basis of the above considerations, CHW proposes the following scope of CEI Services:

**PROJECT UNDERSTANDING:**

*The Slaughter Road project is a widening and resurfacing project of approximately 2.26 miles of rural roadway. The work to be performed includes drainage improvements, limerock overlay and mixing, widening, and resurfacing, and associated drainage improvements. The proposed construction affects Slaughter Road (CR 359A) from approximate station 10+16 to approximate station 131+23.*

*Based on Bid Documents prepared by Taylor County for construction, we understand construction should be complete within 180 calendar days. Our anticipated fees consider full-time inspection services for the contract duration outlined in bid documents (180 contract days) and associated support services as the basis for our proposed lump sum fee. Additionally, we have budgeted for supplemental inspection support during paving operations for project **and** plant support. We have estimated approximately 3-weeks for comprehensive paving operations. Note: If the project scope is reduced or the project is phased due to budgetary constraints the total duration will inherently be reduced, resulting in a reduction of Inspecting Days and cost for CEI services.*

## **SCOPE:**

CHW will provide the following scope of services:

### General

- CHW, as the acting CEI, will abide by the governing provisions for CEI scope of services and additional provisions incorporated as a result of contractual agreement(s).
- CHW, as the acting CEI, will abide by the provisions of the Contract for Professional Engineering Services, dated 02/3/2020, and as outlined in its Exhibit "A" outlining the Scope of Services for Construction Engineering Inspections.
- It shall be the responsibility of CHW to monitor and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- CHW shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, consult with the EOR for changes to be administered in the field, and direct the Contractor to correct such observed discrepancies. CHW is designated by the County to negotiate and approve Supplemental Agreements that do not affect time, cost, or design intent. CHW will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by CHW. For any Supplemental Agreement, which include time or cost, CHW shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. CHW shall consult with the County, as it deems necessary and shall direct all issues, which exceed its delegated authority to the County for action or direction. CHW shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by CHW shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.
- CHW shall assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions of the Construction Contract. CHW shall maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document noted deficiencies. Pursuant to the contract, CHW shall not be liable for failure of other parties to follow written direction from CHW as the project CEI.



CHW will escalate non-compliance issues to the Taylor County Engineer in the event that the County's interests are at stake as a result of non-compliance by others as it relates to conformance with the Construction Contract and project plans and specifications.

#### Length of Service

- CHW's services for this Construction Contract shall commence upon written notification to proceed by the County. For the duration of the project, CHW shall coordinate closely with the County and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. CHW's proposal is based on the assumption that the contract work will generally take place Monday – Friday, 7:30 AM to 5:30 PM. CHW will have a representative onsite whenever the contractor is performing work onsite. CHW reserves the right to revisit CEI fees based on actual contract time and contractor's schedule (i.e. overtime/weekend hours, contract time extensions given to contractor, etc.). Should the contractor overrun the allotted contract time resulting in liquidated damages to the contractor, thereby extending CEI service coverage and cost, CHW shall track all extended cost and submit an invoice to the County to be reimbursed via assessed liquidated damages from the contractor.

#### Items Furnished by CEI

- Office Automation – CHW will provide all supporting technology as required to fulfill the scope of CEI services for this project. This specifically includes Microsoft Office platforms for document preparation and correspondence, as well as Blue Beam Revu for formal report compilation with record photo arrays.
- File Repository – CHW will provide an FTP site for the project whereby project files may be stored and exchanged with the owner and engineering consultant.
- Vehicles – CHW CEI inspectors will be fully equipped with appropriate inspection and safety equipment as necessary to effectively carry out the requirements of this project. Vehicles shall have the CHW name and phone number visibly displayed on the vehicle.

#### Onsite Inspection

- CHW shall monitor the Contractor's onsite construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
- CHW shall keep accurate records of the Contractor's daily operations and of significant events that affect the work.

- CHW shall be responsible for monitoring the contractor's inspection and implementation of Contractor's Work Zone Traffic Control Plan; and review of modifications to the Work Zone Traffic Control Plan throughout construction phasing.

### Sampling & Testing

- CHW will provide daily surveillance and oversight of the Contractor's Quality Control activities and determine the acceptability of all materials and completed work items on the basis of QC test results and/or Verification Test (VT) if deemed necessary; or other applicable quality assurance reviews.
- Plant Verification in accordance with Work Group 10.3 is included. Plant time is anticipated as 3-weeks (15-business days) for paving operations to include plant verification by a certified plant inspector (Asphalt Plant 1 & 2).

### Specific Considerations & Inclusions

1. Pre-Construction Conference: Prepare for and conduct the project Pre-Construction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the County. Prepare and distribute detailed minutes of the meeting.
2. Construction Phase Meetings: Prepare the agenda, attend, and conduct as-needed meetings with County personnel, EOR, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate parties.
3. Pre-Pave Conference: Prepare the agenda, attend, and conduct a pre-pave meeting between the County, Contractor, and other stakeholders as appropriate prior to paving operations.
4. Project Administration: Provide project administration and coordinate with the County and EOR during construction. Prepare for and attend, when requested, any periodic or in-depth County inspections that may be conducted. Prepare for, cooperate with, and assist others that may be assigned to review project records, payment certifications, field reports, etc. Provide ample inspectors, VT laboratory personnel (if requested), and assistance to adequately oversee all work being done on the contract. Monitor CHW hours worked on the project and justify any need for overtime with prior approval. Manage and coordinate the activities of the VT laboratory under sub-contract to CHW if required. Prior to starting work, submit to County a final listing of personnel assigned to the project for review and approval.
5. Construction Inspection: Provide effective and qualified monitoring of all construction operations and QC being conducted by the contractor's personnel. All assigned inspectors will be certified in the applicable FDOT CTQP, DEP, and MOT certification(s) listed below:
  - Asphalt Paving Level 1 & 2 (full time during paving operations)
  - Asphalt Plant Level 1 & 2, Optional (full time plant operations)
  - QC Manager

- Earthwork Construction Inspection Level 1 & 2 (full time)
  - SWPPP Certified (as needed)
  - Advanced MOT Certified
6. Supplemental Agreements/Construction Change, VECP: Notify the County of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to predefined project unit pricing. Coordinate acceptance of prices with the County. Submit Value Engineering Change Proposals to the County for analysis and distribution.
  7. Reporting: It shall be the responsibility of CHW to ensure that any and all reporting requirements of the County are appropriately satisfied. CHW will ensure that all reporting required for 100% reimbursement for the County is properly completed and submitted according to FDOT guidelines and County requirements.
  8. Quality Assurance and Testing for Acceptance: CHW will monitor and oversee the QC testing provided by the contractor's QC laboratory. Additionally, CHW will verify asphalt spread rates, cross slopes, and construction dimensions detailed in the plans to assure conformance to Plans and Specifications—the preceding are only examples and not all-inclusive. In case of notification of defective asphalt as defined in the Specifications, CHW will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by CHW for conformity to the Project Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to contract documents. A Final Materials and Tests Certification as provided by the contractor will be submitted to the County with the Final Records.
  9. Progress Payments: CHW will review the contractor's Progress Payments to verify quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. Quantities for payment will be referenced to field records prior to submission to the County for payment recommendation or rejection. Test reports will be on file prior to payment. The County must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and as approved by the County.
  10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections are the responsibility of the EOR, as coordinated with Taylor County.
  11. Distribution of Correspondence: Include the County on all correspondence (i.e. email, etc.) between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project.
  12. Documentation of Existing Conditions: Provide a pre-construction site assessment report with supporting photos of the pre-construction conditions of the site. Record report and photos will be uploaded to the project FTP site.
  13. Review Contractor's Schedule: Conduct a pre-construction review of the contractor's proposed CPM schedule and offer insights regarding feasibility (if warranted), prospective improvement, or concerns. Contractor's schedule shall be transmitted to CHW for review prior to Pre-Construction Conference.
  14. Monitoring of Contractor's Schedule: Maintain a tracking log of calendar days, working days, verified and documented weather days, and documented and verified time

extensions. Report to the County (copying the EOR) the status of contract time on a monthly basis, this includes advance notice of impending or anticipated overruns in contract time in order to notify the County as well as contractor to assist in the avoidance of delays to the project schedule.

15. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the County or auditors. The records will be compiled and submitted to the County. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:
  - Record of the contractors on the project
  - Their personnel (number and classification)
  - Equipment (number and type or size)
  - Location and work performed by each contractor or subcontractor
  - Directives given the contractor and relevant discussion
  - Events of note on the project
  - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
  - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
  - Days charged, with explanation if not charged
  - Equipment arriving or leaving the project, idle equipment
  - Any other details that may be important later in the project life
16. Daily Reports: Electronic copies of our daily reports will be provided to the County during construction, on a weekly basis or as needed. A copy of the report template will be provided to the County for reference and input prior to the start of construction.
17. Monthly Status Reports: Provide monthly project status reports to the owner and EOR at the time of invoicing.
18. Final Records: Submit a compilation of project records in the FDOT's standard format to the County (Final Records) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time, if required. Submit all final forms (FHWA-47, CC3, etc.) with the final records, if required. Coordinate consultant hours after the project completion with the County for approval.
19. Project Claims: Prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
20. Utility Relocation Coordination: Coordination of utility relocations are the responsibility of the Contractor.

## ***SUMMARY OF PROJECT APPROACH:***

As the project CEI, CHW will initiate project coordination by building a professional relationship with the project EOR. CHW will coordinate a meeting with the EOR to discuss proposed design and project approach in order to define priorities and facilitate consensus on construction phase collaboration required to ensure the success of the project as ultimately determined by Taylor County and the objectives set forth by each respective firm. CHW will maintain communication with the EOR in preparation for the Pre-Construction Conference to ensure expectations are clearly and jointly communicated to the Contractor by the EOR/CEI team. CHW will conduct its own pre-construction project assessment of the site for in-depth investigation into site specific challenges related to completion of the project scope, MOT, schedule, and potential unforeseen complications and advise the County of its findings.

We will conduct a comprehensive in-house project coordination meeting with the CEI team (Senior Project Engineer, Project Administrator, Contract Support Specialist, Inspectors, support, etc.) to review the contents of this proposal, the provisions of the active Continuing Services contract, project plans and specifications, and aspects of inspection focus requested from the EOR related to specific project challenges and critical elements of the work. CHW will provide a committed assignment of senior inspector to the project, with an alternate inspector for additional support if needed. All inspectors will maintain current certifications for applicable work to be inspected as outlined in the "Assigned Personnel" section of this proposal. Inspectors will be pre-initiated with performance expectations defined by 1) CHW standards, 2) client expectations, 3) EOR priorities, 4) plans and specifications, and 5) overarching FDOT and other relevant governing specifications.

The CEI team will maintain open dialogue and coordination with Taylor County and the EOR. Our inspector(s) will maintain diligent reporting of construction operations, forwarding draft reports daily for advance notification of critical items if need be, and support staff will formalize and submit complete digital reports on a weekly basis. The Project Administrator will track all relevant progress, cost, and correspondence and serve as the primary facilitator of project related communication by all parties.

CEI Inspector(s) will provide primary oversight of construction operations as it relates to approvability and conformance with the project requirements. They will proactively communicate daily with the contractor for planning of inspections for the contractor's work and notify project stakeholders of relevant milestones. CEI Inspector(s) will direct action by the contractor in the field when necessary to correct or remediate deficient or non-conforming work and, when necessary, shall utilize his/her authority to stop the work as required for administration of the Construction Contract. The CEI team shall advise other stakeholders when the work is Substantially Complete in order to facilitate scheduled reviews by all parties.

As the project progresses the CEI team will store project files and record documentation for streamlining of closeout documents at project completion. In the event that the EOR in its efforts to provide Construction Administration services, or the Contractor in its diligence to fulfill the provisions of the Construction Contract, should fail to act as required in the interests

of the project CHW shall escalate such issues to Taylor County for support in soliciting such required action.

**SUMMARY OF DELIVERABLES:**

The following deliverables will be provided by the CEI team:

- Documentation of Existing Conditions
- Contractor's Schedule Review
- Daily CEI Reporting (Provided Weekly)
- Monthly Status Reporting
- Pay App Review & Certification
- Change Order Qualification
- Substantial Completion Inspection
- Punchlist Preparation
- Final Completion Inspection
- Permit Closeouts
- As-Built Review

**ASSIGNED PERSONNEL:**

- Senior Project Engineer & Project Administrator: Tony Caggiano, PE
- Contract Support Specialist: Christie McLelland
- Senior Construction Inspector: Josh Wright
- Construction Inspector: Wayne Perry
- Senior Construction Inspector (Plant 2): Sean Brown (For Asphalt Plant Work)

**ITEMIZED FEES:**

Classification	Scope Description	Time (HR) x Rate	Fees
Senior Project Engineer/Project Administrator	Contract Administration/Project and Technical Oversight/Certification of Final Red Lines	510hr x \$125.00/hr	\$63,750.00
CEI Inspector (Primary)	Daily Site Inspection	1420 hr x \$85.00/hr	\$120,700.00
CEI Inspector (Secondary)	Daily Site Inspections during Paving Operations and Support When Needed	180 hr x \$85.00/hr	\$15,300.00
CEI Plant Inspector	Plant Ops Inspection	180 hr x \$85.00/hr	15,300.00
CEI Admin	Document Control	115 hr x \$60.00/hr	\$6,900.00
		<b>TOTAL =</b>	<b>\$221,950.00</b>



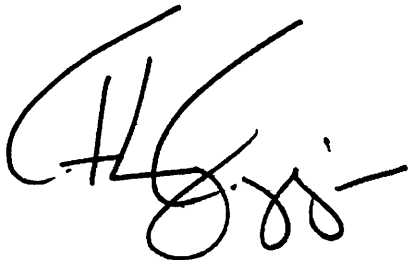
The above cited scope of services represents the minimum recommended services for diligence specific to this project, and in response to the Department's specific requirements for Construction Engineering and Inspection Scope of Services and will be provided for a **lump sum** fee of **\$221,950.00** to be invoiced periodically as work progresses over the construction contract period of **180 days**. In the event construction extends beyond the contract period, additional fees will be assessed according to the rates cited above and will be compensated via application of liquidated damages from the contractor.

The scope and cost included in this preliminary proposal may be revised or refined to better tailor them to the final acute scope of the project and/or budgetary constraints, and does not include costs for Survey Control or Verification Testing (VT); if requested or required, these services can be provided for additional cost(s) according CHW standard unit rates.

**CLOSING:**

We hope that the proposed scope of services is satisfactory and meets with your approval. If you have any questions regarding this proposal or the proposed scope of services, please do not hesitate to contact me at either (864) 650-5115 or email at [tonyc@chw-inc.com](mailto:tonyc@chw-inc.com). We appreciate the opportunity to provide you with this proposal and look forward to serving Taylor County on this project.

Sincerely,  
**CHW**

A handwritten signature in black ink, appearing to read 'Tony Caggiano', with a stylized flourish at the end.

Anthony (Tony) V. Caggiano, Jr., PE  
Director of Engineering, Construction Services

**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:**THE BOARD TO APPROVE THE REMOVAL OF COUNTY  
INVENTORY ASSETS, AS AGENDED BY THERESA COPELAND**MEETING DATE REQUESTED:**

January 17, 2023

**Statement of Issue:** The Board to approve removal of listed county assets**Recommended Action:** APPROVE**Fiscal Impact:** SEE ATTACHED**Budgeted Expense:** NONE**Submitted By:** Teresa A. Copeland**Contact:** TERESA A. COPELAND, DTIS DIRECTOR  
850-838-3500**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:** The Board to approve the removal of surplus items from  
the listed departments**Options:** APPROVE**Attachments:** SEE ATTACHMENT

## InventoryProposed Removal List

1/17/2023

County		Dept. #		Board #
Road Dept		0301	motorgrader	3313
road dept	traded	0301	motorgrader	3314
road dept	traded	0301	motorgrader	4400
road dept	traded	0301	motorgrader	4401
Road Dept.		0301		4790
TC Main		0160	weedeater	4801
Road Dept.		0301	truck	5407
911 Equip		0227	position power	5550
Road Dept		0301	truck	5628
Building		0210	computer	5683
Road Dept		0301	tractor	6130
Road Dept		0301	truck	6491
Library		0430	scanner	6631
911 Equip		0227	laptop	6752
911 Equip		0227	dsl modem	6753
Road Dept		0301	truck	6757
DTIS		0113	computer	6758
DTIS		0113	computer	6851
DTIS		0113	arc view license	6881
DTIS		0113	intellitrack	6883
Building		0210	computer	6900
DTIS		0113	srcview license	6904
911 Equip		0227	mapping software	6931
911 Equip		0227	memory cards	6932
DTIS		0113	arceditor	6982
Grants		0114	laptop	6991
911 Equip		0227	answering positior	7023
911 Equip		0227	answering positior	7024
911 Equip		0227	recorder	7143
911 Equip		0227	phone card	7318
911 Equip		0227	mapping software	7363
Fire/Rescue		0192	portable radio	7422
DTIS		0113	computer	7508
Fire /Rescue		0192	air pack	7560
Fire/Rescue		0192	air pack	7561
DTIS		0113	switch	7564
DTIS		0113	nsa 220	7565
DTIS		0113	intellitrack	7590
Sports Cplx		0452	refridgerator	7717
FDOT Grant		0328	traffic counter	7897



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

3313

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Road Dept.  
Department Name

DEPT 0301  
Number

DATE: \_\_\_\_\_

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Motor Grader</u>	Room #	Make <u>John Deere</u>
Model <u>770B</u>	Year <u>4-14-92</u>	Serial Number <u>BH535031</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) It DOES NOT RUN, over 3 years

Location: (required) Road Dept yard

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

Frank Evans  
Department Head

Aracinda Pemberton  
Chairman Signature  
County Administrator Approval

Date Removed From Asset Records

[Signature]  
Fixed Assets Manager

we still have this one on the yard but it needs to be gone



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Road Dept  
Department Name

DEPT 0301  
Number

3314  
Clerk Asset Number:

Board Asset Number: \_\_\_\_\_

DATE: \_\_\_\_\_

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Motor Grader</u>	Room #	Make <u>John Deere</u>
Model <u>770B</u>	Year <u>4/14/1992</u>	Serial Number <u>BX536298</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>Traded</u>	
<b>** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.</b>	
Explanation for Disposal: (required) <u>Replaced with new grader (traded in)</u>	
Location: (required) <u>Road dept.</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>Hand Evans</u> Department Head	<u>Amanda Pemberton</u> Chairman Signature County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

(Signature)  
Fixed Assets Manager

Traded in on new grader



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Road Dept.  
Department Name

DEPT 0301  
Number

Clerk Asset Number: 4400

Board Asset Number: \_\_\_\_\_

DATE: \_\_\_\_\_

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Motorgrader</u>	Room #	Make <u>Caterpillar</u>
Model	Year <u>4-21-98</u>	Serial Number <u>4XMD1605</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>Traded</u>	
<b>** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.</b>	
Explanation for Disposal: (required) <u>Replaced with new grader (Trade In)</u>	
Location: (required) <u>Road dept.</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>Harold Evans</u> Department Head	<u>Quanda Kimberson</u> Chairman Signature County Administrator Approval

Date Removed From Asset Records

(Signature)  
Fixed Assets Manager

Traded in on new grader





DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Road Dept.  
Department Name

DEPT 0301  
Number

Clerk Asset Number: 4401

Board Asset Number: \_\_\_\_\_

DATE: \_\_\_\_\_

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Cat-12H Motorgrader</u>	Room #	Make <u>Caterpillar</u>
Model	Year <u>4-21-98</u>	Serial Number <u>4XMD1638</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>Grader</u>	
<b>** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.</b>	
Explanation for Disposal: (required) <u>Replaced w/ new grader (Grade 6)</u>	
Location: (required) <u>Road Dept.</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>Harold Evans</u> Department Head	<u>Barbara Pemberton</u> Chairman Signature County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

Tracked in on new grader



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA  
4790

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Road Department

DEPT 0301

DATE: \_\_\_\_\_

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item ROTARY MOWER	Room #	Make JBUSH HOG
Model BUSH HOG	Year	Serial Number 1202693
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) ASSETS IN OPERABLE

Location: (required) \_\_\_\_\_

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

Hand Evaro  
Department Head

Chairman Signature  
Ruanda Pemberton  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

(Signature)  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

4801

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Taylor County Maintenance

DEPT 0160

DATE: \_\_\_\_\_

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item Weed Eater	Room #	Make ROBIN
Brush Model BRUCH CUTTER	Year	Serial Number E003356
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) EQUIPMENT INOPERABLE

Location: (required) COURTHOUSE STORAGE

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Department Head

[Signature]  
Chairman Signature  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA  
5407

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Road Department

DEPT 0301

DATE: \_\_\_\_\_

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <i>TRUCK Truck</i>	Room #	Make DODGE
Model DIESEL ONE TON	Year 2001	Serial Number 3B6MC36691M585198
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) ASSETS IN OPERABLE

Location: (required) \_\_\_\_\_

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]*  
Department Head

*[Signature]*  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*[Signature]*  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

5550

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: 911 EQUIPMENT  
Department Name

Clerk Asset Number:  
DEPT 0227  
Number

Board Asset Number:  
DATE: \_\_\_\_\_

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
POSITION POWER 911 SYSTEM		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: REMOVAL

\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation for Disposal: (required) decommissioned

Location: (required) EMERGENCY MANAGEMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Department Head

[Signature]  
Chairman Signature

[Signature]  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA  
5628

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: \_\_\_\_\_

Board Asset Number: \_\_\_\_\_

FROM: Road Department

DEPT 0301

DATE: \_\_\_\_\_

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item TRUCK	Room #	Make DODGE
Model RAM 250	Year 2002	Serial Number 3B7KC26692M288432
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) ASSETS IN OPERABLE

Location: (required) ROAD DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Department Head

[Signature]  
Chairman Signature

[Signature]  
County Administrator Approval

Date Removed From Asset Records \_\_\_\_\_

[Signature]  
Fixed Assets Manager





DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

5683

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Building and Planning

DEPT 0210

DATE: \_\_\_\_\_

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Room #	Make DELL
Model 4500	Year	Serial Number 5SF6W11
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>SURPLUS</u>	
<b>** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.</b>	
Explanation for Disposal: (required) <u>INOPERABLE ITEM - USED FOR PARTS</u>	
Location: (required) <u>DTIS OFFICE</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>W D Muner</u> Department Head	<u>Shiranda Pemberton</u> Chairman Signature County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

(Signature)  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA  
6130

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Road Department

DEPT 0301

DATE: \_\_\_\_\_

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item TRACTOR	Room #	Make JOHN DEERE
Model 6215	Year	Serial Number L06215A384153
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>SURPLUS</u>	
<b>** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.</b>	
Explanation for Disposal: (required) <u>ASSETS IN OPERABLE</u>	
Location: (required) _____	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u><i>Hand Evaro</i></u> Department Head	<u><i>Ruanda Pemberton</i></u> Chairman Signature County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*(Signature)*  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA  
6491

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: \_\_\_\_\_

Board Asset Number: \_\_\_\_\_

FROM: Road Department

DEPT 0301

DATE: \_\_\_\_\_

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

**IDENTIFICATION DATA**

Name of Item TRUCK	Room #	Make CHEVROLET
Model SILVERADO	Year 2005	Serial Number 1GCEK14V85Z277946
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

**DISPOSITION DATA**

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) ASSET INOPERABLE

Location: (required) ROAD DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

Hand Evas  
Department Head

Chairman Signature  
Amanda Pemberton  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

[Signature]  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Library Grants  
Department Name

Clerk Asset Number: 6631  
DEPT 0431  
Number

Board Asset Number: \_\_\_\_\_  
DATE: \_\_\_\_\_

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Scanner</u>	Room #	Make <u>Microfilm</u>
Model <u>ST-200</u>	Year <u>9-30-2005</u>	Serial Number <u>660087</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>Surplus</u>	
<b>** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.</b>	
Explanation for Disposal: (required) <u>no longer operational</u>	
Location: (required) <u>library</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>[Signature]</u> Department Head	<u>[Signature]</u> Chairman Signature <u>[Signature]</u> County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

[Signature]  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

6752

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: 911 EQUIPMENT

DEPT 0227

DATE: \_\_\_\_\_

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item LAPTOP	Room #	Make HP
Model NX9600	Year 2006	Serial Number SCNF6041V96
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA


Type of Disposition: SURPLUS

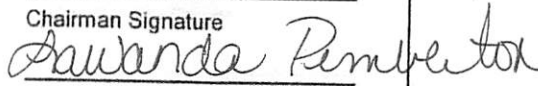
**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

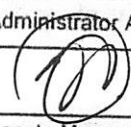
Explanation for Disposal: (required) decommissioned

Location: (required) EMERGENCY MANAGEMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

  
\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
Chairman Signature

  
\_\_\_\_\_  
County Administrator Approval

Date Removed From Asset Records \_\_\_\_\_

Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

6753

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: 911 EQUIPMENT

DEPT 0227

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item POINT OT POINT DSL MODEM	Room #	Make
Model CISCO	Year 2006	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA


Type of Disposition: SURPLUS

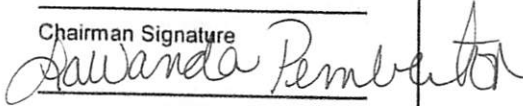
**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

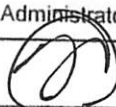
Explanation for Disposal: (required) decommissioned

Location: (required) EMERGENCY MANAGEMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

  
Department Head

  
Chairman Signature

  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager





DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA  
6757

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Road Department  
Department Name

DEPT 0301

Number

Clerk Asset Number:

Board Asset Number:

DATE: 12-19-2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item TRUCK	Room #	Make CHEVROLET
Model SILVERADO	Year 2006	Serial Number 1GCEC14X06Z248585
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) ASSET INOPERABLE

Location: (required) ROAD DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

David Evans  
Department Head

Paulanda Pemberton  
Chairman Signature  
County Administrator Approval

Date Removed From Asset Records \_\_\_\_\_

(Signature)  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Information Technology

Department Name

6758  
Clerk Asset Number:  
DEPT 0113  
Number

Board Asset Number:

DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Room #	Make DELL
Model POPTIPLEX GX520	Year 01	Serial Number 00045-658457035
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INOPERABLE - USED FOR SHARE PARTS

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

*Teresa Copeland*  
Department Head

*Raulanda Pemberton*  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*(Signature)*  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: Information Technology  
Department Name

6851  
Clerk Asset Number:  
DEPT 0113  
Number

Board Asset Number:  
DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Room #	Make DELL
Model OPTIPLEX GX520	Year 06	Serial Number N/A
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INOPERABLE - USED FOR SHARE PARTS

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Department Head

[Signature]  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

[Signature]  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Information Technology

Department Name

DEPT 0113

Number

6881

Clerk Asset Number:

Board Asset Number:

DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item ARCVIEW SINGLE USE LICENSE	Room #	Make
Model SOFTWARE	Year _____	Serial Number _____
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) SOFTWARE IS ABANDONWARE

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

*Steven A. Copeland*  
Department Head

*Paulanda Pemberton*  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*(Signature)*  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Information Technology

Department Name

DEPT 0113  
Number

6883

Clerk Asset Number:

Board Asset Number:

DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item INTELLITRACK CICO NETWORK	Room #	Make
Model SOFTWARE FOR BARCODING	Year _____	Serial Number _____
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) SOFTWARE IS ABANDONWARE

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

*Jesus Cepelano*  
Department Head

*Quanda Pemberton*  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*(Signature)*  
Fixed Assets Manager



# DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

6900

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Building and Planning

DEPT 0210

DATE: \_\_\_\_\_

Department Name

Number


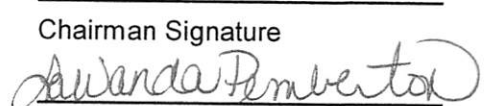

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

## IDENTIFICATION DATA

Name of Item COMPUTER	Room #	Make DELL
Model OPTIPLEX 745	Year	Serial Number 272Z4D1
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

## DISPOSITION DATA

Type of Disposition: SURPLUS	
<b>** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.</b>	
Explanation for Disposal: (required) INOPERABLE ITEM - USED FOR PARTS	
Location: (required) DTIS OFFICE	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
 Department Head	 Chairman Signature  County Administrator Approval

Date Removed From Asset Records

  
Fixed Assets Manager





DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

6904

Clerk Asset Number:

Board Asset Number:

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Information Technology

DEPT 0113

Department Name

Number

DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item ARCVIEW SINGLE LICENSE	Room #	Make
Model SOFTWARE	Year _____	Serial Number _____
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) SOFTWARE IS ABANDONWARE

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

*James A. Copeland*  
Department Head

*Paulanda Pemberton*  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*(Signature)*  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

6931

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: 911 EQUIPMENT

DEPT 0227

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
911 DATABASE / MAP SOFTWARE		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

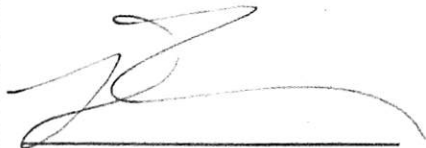
Type of Disposition: SURPLUS

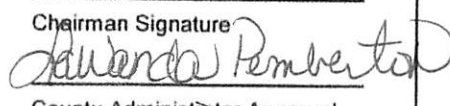
**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) SOFTWARE OUTDATED

Location: (required) EMERGENCY MANAGEMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

  
\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

  
\_\_\_\_\_  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA  
6932

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: 911 EQUIPMENT

DEPT 0227

DATE:

Department Name

Number

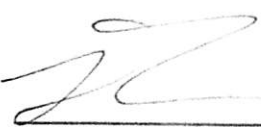
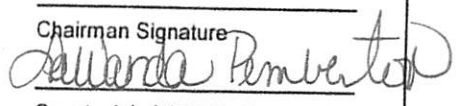

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
911 ROUTING MEMORY CARDS		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition:	SURPLUS
<b>** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.</b>	
Explanation for Disposal: (required)	SOFTWARE OUTDATED
Location: (required)	EMERGENCY MANAGEMENT
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission	Date
 Department Head	 Chairman Signature  County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Information Technology

Department Name

DEPT 0113

Number

6982

Clerk Asset Number:

Board Asset Number:

DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item ARCEDITOR CONCURRENT LICENSE	Room #	Make
Model SOFTWARE	Year _____	Serial Number _____
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) SOFTWARE IS ABANDONWARE (outdated)

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Department Head

[Signature]  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

[Signature]  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

6991

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: DELL Grants  
Department Name

DEPT 0114  
Number

DATE: 09/22/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item LAPTOP COMPUTER	Room #	Make DELL
Model LATITUDE D620	Year 2007	Serial Number CNOPM3727287273101AL
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) DEVICE NON-FUNCTIONAL

Location: (required) SCRAPED

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

Darin Evans  
Department Head

Chairman Signature [Signature]  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



# DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

7023

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: 911 EQUIPMENT

DEPT 0227

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

## IDENTIFICATION DATA

Name of Item	Room #	Make
911 ANSWERING POSITION		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

## DISPOSITION DATA


Type of Disposition: REMOVAL

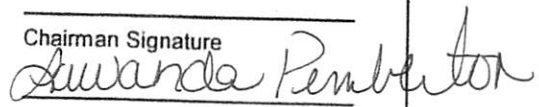
**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**


Explanation for Disposal: (required) decommissioned

Location: (required) EMERGENCY MANAGEMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

  
Department Head

  
Chairman Signature

  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager





# DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

7024

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: 911 EQUIPMENT

DEPT 0227

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

## IDENTIFICATION DATA

Name of Item	Room #	Make
911 ANSWERING POSITION		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

## DISPOSITION DATA


Type of Disposition: REMOVAL

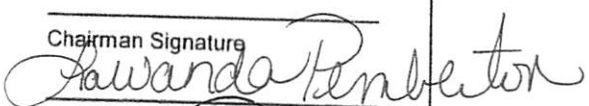
**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

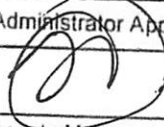
Explanation for Disposal: (required) decommissioned

Location: (required) EMERGENCY MANAGEMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

  
Department Head

  
Chairman Signature

  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

7143

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: 911 EQUIPMENT

DEPT 0227

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item RADIO RECALL RECORDER	Room #	Make
Model INTEGRATOR	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA


Type of Disposition: SUPPLUS

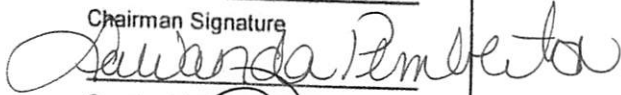
**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

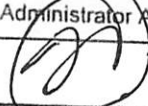
Explanation for Disposal: (required) decommissioned

Location: (required) EMERGENCY MANAGEMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

  
Department Head

  
Chairman Signature

  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



# DISPOSITION OF ASSET REPORT

TAYLOR COUNTY, FLORIDA

7318

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: 911 EQUIPMENT

DEPT 0227

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

## IDENTIFICATION DATA

Name of Item	Room #	Make
911 SYS PHONE CARD		
Model	Year	Serial Number
L/T G2 MODULE 4X4		
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

## DISPOSITION DATA


Type of Disposition: SUPPLUS

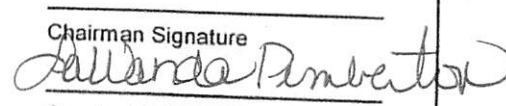
**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**


Explanation for Disposal: (required) CARD IN OPERABLE

Location: (required) EMERGENCY MANAGEMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

  
Department Head

  
Chairman Signature

  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

7363

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: 911 EQUIPMENT

DEPT 0227

DATE:

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
GIS MAPPING SOFTWARE		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SUPPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INOPERABLE SOFTWARE

Location: (required) EMERGENCY MANAGEMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Chairman Signature  
\_\_\_\_\_  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: \_\_\_\_\_

7422  
Board Asset Number:

FROM: Fire Rescue  
Department Name

DEPT 0192  
Number

DATE: 8/26/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Portable Radio	Storage	Harris
Model	Year	Serial Number
EX55-PBU8B	2012	A4012A000ACD
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus/ inoperable

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Radio inoperable, and used on retiring system

Location: (required) \_\_\_\_\_

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Department Head

[Signature]  
Chairman Signature

[Signature]  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

[Signature]  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Information Technology

Department Name

DEPT 0113

Number

7508

Clerk Asset Number:

Board Asset Number:

DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Q	Room #	Make DELL
Model OPTIPLEX 7010		Year 14	Serial Number FJY2FZ1
Other Description:			
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.			

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) INOPERABLE- USED FOR PARTS

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

*Chessa Cepelano*  
Department Head

*Paulanda Pemberton*  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*(Signature)*  
Fixed Assets Manager





DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: \_\_\_\_\_

7560  
Board Asset Number:

FROM: Fire Rescue  
Department Name

DEPT 0192  
Number

DATE: 8/26/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Air Pack - SCBA	Storage	ISI
Model	Year	Serial Number
Viking	2014	167151060015
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus/ Out of compliance

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Out of compliance, Replaced with current SCBA

Location: (required) \_\_\_\_\_

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Department Head

Chairman Signature

[Signature]  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

[Signature]  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: \_\_\_\_\_

7561  
Board Asset Number: \_\_\_\_\_

FROM: Fire Rescue  
Department Name

DEPT 0192  
Number

DATE: 8/26/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
Air Pack - SCBA	Storage	ISI
Model	Year	Serial Number
Viking	2014	167151060014
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus/ Out of compliance

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Out of compliance, Replaced with current SCBA

Location: (required) \_\_\_\_\_

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Department Head

[Signature]  
Chairman Signature

[Signature]  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

[Signature]  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Information Technology

Department Name

DEPT 0113

Number

7564

Clerk Asset Number:

Board Asset Number:

DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item SWITCH	Room #	Make HP
Model HP 2920-48G	Year 1/14	Serial Number J97228A#ABA
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) DISCOMMISSIONED

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commissioners \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]*  
Department Head

*[Signature]*  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*[Signature]*  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Information Technology

Department Name

7565

Clerk Asset Number:

DEPT 0113

Number

Board Asset Number:

DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item NSA 220 TOTAL SECURE <i>Total</i>	Room #	Make DELL
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) SOFTWARE - ABANDONWARE

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

*Deanna Cepalard*  
Department Head

Chairman Signature  
*Wanda Pemberton*  
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Information Technology

Department Name

DEPT 0113  
Number

7590

Clerk Asset Number:

Board Asset Number:

DATE: 8/9/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item INTELLITRACK SECURE	Room #	Make DELL
Model	Year _____	Serial Number _____
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) SOFTWARE - ABANDONWARE

Location: (required) DTIS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

*James C. Cepelano*  
Department Head

*Shawanda Pemberton*  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*(Signature)*  
Fixed Assets Manager



DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: SPORTS COMPLEX  
Department Name

7717  
Clerk Asset Number:  
DEPT 0488 0452  
Number

Board Asset Number:  
DATE: \_\_\_\_\_

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on y our Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
REFRIDGERATOR		GE
Model	Year	Serial Number
GBS20EGHBRWW	2015	GF306188
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NO LONGER OPERABLE

Location: (required) CONCESSIONS

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

*Dustin Russell*  
Department Head

*Amanda Pemberton*  
Chairman Signature  
County Administrator Approval

\_\_\_\_\_  
Date Removed From Asset Records

*(Signature)*  
Fixed Assets Manager





DISPOSITION OF ASSET REPORT  
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: FDOT Grant - Engineering  
Department Name

Clerk Asset Number:  
DEPT 0328  
Number

7897  
Board Asset Number:  
DATE: 12/19/2022

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

**IDENTIFICATION DATA**

Name of Item Traffic Counter	Room # Engineering	Make JAMAR
Model TRAX Apollyon	Year 2019	Serial Number 36981
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below. These funds were from reimbursement of a project design effort and not directly grant related.		

**DISPOSITION DATA**

Type of Disposition: Surplus

**\*\* Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Counter inoperable -found full of water when collecting traffic data

Location: (required) this department

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: \_\_\_\_\_ Date \_\_\_\_\_

[Signature]  
Department Head

[Signature]  
Chairman Signature  
[Signature]  
County Administrator Approval

Date Removed From Asset Records

[Signature]  
Fixed Assets Manager

## 2022/2023 Fixed Asset Disposition / Transfer Forms

<u>Asset #</u>	<u>Item</u>	<u>Year</u>	<u>Department</u>	<u>Cost</u>	<u>D/T</u>	<u>Type</u>
6710	Monitor	2005	Property Appraiser	\$399.00	Transfer	to Sheriff
6712	Monitor	2005	Property Appraiser	\$399.00	Transfer	to Sheriff
7737	Tablet 1	2016	Property Appraiser	\$1,200.00	Transfer	to Sheriff
7738	Tablet 2	2016	Property Appraiser	\$1,200.00	Transfer	to Sheriff
7369	Plotter	2012	Property Appraiser	\$4,167.95	Disposition	Junked
7495	Frequenties Protect 911 System	2013	Jail	\$250,077.30	Disposition	No longer in service
5992	Enclosed Trailer	2003	Jail	\$2,395.00	Transfer	to Sheriff
4549	Deluxe Computer WorkStation	1998	Tax Collector	\$600.54	Disposition	Junked
4895	Refrigerator	1999	Tax Collector	\$589.00	Disposition	Junked
7167	Personal Wheel Writer	2010	Tax Collector	N/A	Disposition	Junked
7166	Printer Table	2010	Tax Collector	N/A	Disposition	Junked
7885	Laser Jet Printer	2018	Tax Collector	\$1,471.08	Disposition	Junked
5758	Computer Monitor	2002	Tax Collector	\$300.00	Disposition	Junked
5898	Computer Monitor	2003	Tax Collector	\$485.00	Disposition	Junked
2682	Stenographer Chair	1987	Supervisor of Elections	\$294.00	Disposition	Junked
6723	Server	2006	Supervisor of Elections	\$4,046.80	Disposition	Junked
5234	HP Design Jet 430	2000	Clerk of Court	\$2,549.99	Disposition	Surplus
4327	Wheelwriter Typewriter	1997	Clerk of Court	\$650.00	Disposition	Junked

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:** 2022 Fall E911 Rural County Maintenance Grant State Agreement



**MEETING DATE REQUESTED:** 01/17/2023

**Statement of Issue:** The application for the 2022 Fall Maintenance Grant has been signed by the BOCC and now funds approved in the amount of \$10,978.81 by the state. The state is now seeking the signature for the additional terms and conditions for rural grant.

**Recommended Action:** signature of the BOCC chair member, and or county manager

**Fiscal Impact:** \$10,978.81

**Budgeted Expense:** Yes

**Submitted By:** Dakota Cruce

**Contact:** 850-672-1976 or [dakota.cruce@taylorsheriff.org](mailto:dakota.cruce@taylorsheriff.org)

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### **History, Facts & Issues:**

The E911 Rural County Grant Program is used to assist rural Counties with installation and maintenance of an enhanced 911 System. This is a reimbursement grant; There is no match for this Grant, as it is 100% funded by the State E911 Board.

**Options:** Have the BOCC chair member, and or county manager sign the additional terms to move forward with grant to pay the continued 911 maintenance, and then move forward with reimbursement.

If not signed coverage cost for 911 will not be maintained.

**Attachments:** 1. Signed original 2022 Fall E911 Rural County Maintenance Grant with vendor, and vendor contracts.  
2. State Rural County Grant award letter.  
3. Updated Rural County Grant Agreement.

## **Additional Terms and Conditions for Rural and State Grant**

**22-11-03**

This Grant Agreement is entered into by and between the Florida Department of Management Services (the "Department" or "DMS") and Taylor County BOCC ("Grantee"), collectively referred to as the "Parties." The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the "Application"), and the Grantee's award letter.

### **1. GENERAL TERMS AND CONDITIONS**

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
  - 1.1.1. this document;
  - 1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
  - 1.1.3. the Grantee's award letter; and
  - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins on **November 1, 2022 and ends on April 30, 2024.**
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grants awards.
  - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
  - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
  - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

## 2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

## 3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

## 4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to <b>E911 System Maintenance</b>		
Performance Standard	Documentation	Financial Consequences
<i>Complete all work to complete E911 System Maintenance in accordance with the Grantee's contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within <u>section 119.071, Florida Statutes</u>.</i>	<ol style="list-style-type: none"><li>1) Reimbursement claim in accordance with Section 15, below.</li><li>2) The Grantee shall submit copies of:<ol style="list-style-type: none"><li>a. Any contracts or purchase orders with vendors;</li><li>b. Vendor invoices;</li><li>c. Proof of payment to vendors; and</li><li>d. Proof of receipt of deliverables.</li></ol></li></ol>	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none"><li>1. Temporarily withhold cash payments pending correction of the deficiency by Grantee;</li><li>2. Disallow all or part of the cost of the activity or action not in compliance;</li><li>3. Wholly or partly suspend or terminate the current award for the Grantee;</li><li>4. Suspend or deny future grant awards; or</li><li>5. Take other remedies that may be legally available.</li></ol> <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED <b>\$10,978.81</b>		

## **5. CONTACTS**

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

**Sarah G. Mashburn**  
**4030 Esplanade Way**  
**Tallahassee, FL 32399**  
**E911boardelectronicgrantreports@dms.fl.gov**

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

**Taylor County E911 Coordinator**  
**108 N Jefferson St. Ste 103**  
**Perry, FL. 32347**  
**dakota.cruce@taylorsheriff.org**

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

## **6. AUDIT REQUIREMENTS**

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.



- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

## **7. RECORDS**

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of the Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

## **8. PUBLIC RECORDS**

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

## **9. LIABILITY**

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

## **10. EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

## **11. REMEDIES**

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
  - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other

right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

## **12. TERMINATION**

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
  - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
  - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

## **13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS**

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
  - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.

- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

#### **14. MANDATED CONDITIONS**

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. The Recipient and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.
- This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

#### **15. MISCELLANEOUS**

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.

- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

**Grantee**

\_\_\_\_\_  
Signature - Chair, Board of County Commissioners or County Manager

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

\_\_\_\_\_  
Printed Name

**Grantor**

\_\_\_\_\_  
Department of Management Services

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

\_\_\_\_\_  
Printed Name

## APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

### General Requirements

<b>Florida Statutes (F.S.)</b>
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S. - Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
<b>Florida Administrative Code (F.A.C.)</b>
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
<b>Memoranda</b>
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

### State E911 Plan and E911 Board Statutes and Rules

<b>Florida Statutes</b>
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
<b>Florida Administrative Code</b>
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

Grant Number: 22-11-03	Grant Award Date: 11/16/2022
Catalog of State Financial Assistance number: 72.001	Catalog of State Financial Assistance title: Wireless 911 Emergency Telephone System Rural County Grant Program

## **Attachment 1**

### **AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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#### **MONITORING**

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

#### **AUDITS**

##### **Part I: State Funded**

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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



## **Part II: Other Audit Requirements**

N/A

## **Part III: Report Submission**

1. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
  - a. The Department at each of the following addresses:  
  
Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov  
  
Or  
  
Paper (hard copy):  
The Department of Management Services  
E911 Board  
4030 Esplanade Way  
Tallahassee FL, 32399
  - b. The Auditor General's Office at the following address:  
Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450  
  
The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

## **Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

## **EXHIBIT 1**

### **Subject to Section 215.97, F.S.:**

#### **1. State Project A:**

State Project: 911 Rural County Grant Program

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.001 Wireless 911 Emergency Telephone System Rural County Grant Program

Amount: \$10,978.81

#### **1. State Project B:**

N/A

### **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement 22-11-03 between the Grantee and the Department, entered in State Fiscal Year 2022-2023



Florida E911 Board  
 4030 Esplanade Way  
 Tallahassee, FL 32399-0950  
 Tel: 850-921-4204  
 Fax: 850-488-9837

November 17, 2022

Taylor County Board of County Commissioners  
 ATTN: Finance & Accounting  
 P.O. Box 620  
 Perry, FL 32348

FEID #: 59-6000879

Subject: Fall 2022 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Fall 2022 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of this grant term.

Please see the attached grant award agreement for details regarding funding rules for the rural county grant program that apply to your grant award. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County. Please try to have the agreement signed and returned no later than two months after the receipt of this award letter.

The following provides details concerning the Fall 2022 grant(s) to Taylor County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
22-11-03	72.001	\$10,978.81	\$10,978.81		
			\$10,978.81	E911 System Maintenance	No Association
<b>Total Grant Awards:</b>			<b>\$10,978.81</b>		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

[http://www.leg.state.fl.us/STATUTES/index.cfm?App\\_mode=Display\\_StatuteSearch\\_String=URL=0200-0299/0215/Sections/0215.97.html](http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html)

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:




Matthew Matney, Chief

Bureau of Public Safety - E911

MM/KR

cc: Taylor County 911 Coordinator

<b>SUBJECT/TITLE:</b>  	<b>2022 Fall E911 Rural County Maintenance Grant</b>
<b>MEETING DATE REQUESTED:</b>	<b>September 6<sup>th</sup>, 2022</b>

**Statement of Issue:** This application is for the 2022 Fall Maintenance Grant. This grant funds the maintenance costs associated with Taylor County's 911 System.

**Recommended Action:** Sign contract

**Fiscal Impact:** \$10,978.81

**Budgeted Expense:**

Yes ☒

No ☐

N/A ☐

**Submitted By:** Dakota Cruce

**Contact:** 850-838-1104 or [Dakota.cruce@taylorsheriff.org](mailto:Dakota.cruce@taylorsheriff.org)

#### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The E911 Rural County Grant Program is used to assist rural Counties with installation and maintenance of an enhanced 911 System. This is a reimbursement grant; There is no match for this Grant, as it is 100% funded by the State E911 Board.

- Options:**
1. Approve Application.
  2. If not approved, we will be unable to pay for our 911 maintenance.

- Attachments:**
1. Grant Application.
  2. Quotes from vendors, vendor contract

**ORIGINAL**

# **911 RURAL COUNTY GRANT PROGRAM**

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## **1.0 Purpose**

The 911 Rural County Grant Program is to assist rural counties with the installation and maintenance of Enhanced 911 systems and to provide "seamless" 911 throughout the State of Florida.

## **2.0 Eligibility**

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 is eligible to apply for this grant program.

## **3.0 Definitions**

- 3.1 Enhanced 911 (E911): An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the State Plan under section 365.171, F.S., and that provides for automatic number identification and automatic location-identification features.
- 3.2 911 Maintenance: The preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain 911 systems in operable working condition.
- 3.3 E911 System: The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- 3.4 Alternate Contract Source (ACS): A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county's purchase is not over expansive in size and scope.
- 3.5 Maintenance Contract: A business agreement between a contractor and customer covering the maintenance of equipment over a specified period
- 3.6 Next Generation 911 (NG-911): The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.7 Next Generation 911 Core Services (NGCS): The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.

- 3.8 **Public Safety Answering Point (PSAP):** A public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 Plan.
- 3.9 **Service Contract:** A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services
- 3.10 **Warranty Contract:** A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

#### **4.0 911 Rural County Grant Program Calendar**

	<b>Spring Schedule</b>	<b>Fall Schedule</b>
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	Before June 30	Before December 30
Equipment Maintenance	One year from the award notification letter date.	One year from the award notification letter date.
Project Implementation	One years from the award notification letter date	One years from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

#### **5.0 General Conditions**

5.1 Applications and related documents must be delivered to the following address:

State of Florida E911 Board  
ATTN: E911 Board Administrative Staff  
4030 Esplanade Way, Suite 135  
Tallahassee, FL 32399-0950  
Or  
[E911BoardElectronicGrantreports@dms.fl.gov](mailto:E911BoardElectronicGrantreports@dms.fl.gov)

**Email is the preferred method of receipt of all grant applications.**

- 5.2 The applicant shall provide Application Form items 1 through 11 and the applicable procurement documents. The grant application package must be delivered on or before the submission date specified in the E911 Board notification of an E911 Rural Program published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.3 To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.
- 5.4 GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.
- 5.5 All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines
- 5.6 Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

- 5.7 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and providing 911 services. Warranty and maintenance costs shall be calculated to account for only the first-year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.8 All grant applications shall be accompanied by at least one complete quote for equipment or services.
- 5.8.1 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:
- a) When purchasing from a DMS State Term Contract or DMS authorized Alternative Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
  - b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
  - c) Services or commodities provided by governmental entities do not require more than one quote.
  - d) The county can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the purchasing department that the project is a single source procurement based on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.
- 5.9 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the 911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance or met the requirements of General Conditions items 5.8, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.10 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request, also known as "Period of Coverage". Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, a detailed description of line item and cost, breakdown of all costs including equipment, service tasks and deliverables.
- 5.11 Applicants requesting items from different funding priorities should complete a separate Budget Report for each priority. See Addendum I - Funding Priorities for the 911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.8.
- 5.12 Should two or more rural counties jointly apply for a grant; each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition, one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.8.
- 5.13 Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.
- 5.14 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing with signature by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.15 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.16 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund (The 911 Fee Revenues Form, 6A). The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form Budget Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Equipment maintenance contract cost is not a capital

expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

- 5.17 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
- 5.18 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

## **6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses**

6.1 The following expenses will not be funded through this grant:

- A. Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel
- B. Vehicle expenses
- C. Wireline database cost
- D. Outside plant fiber or copper cabling systems and building entrance cost
- E. Consoles, workstation
- F. Ariel photography expenses
- G. Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year

6.2 Funding limitations are specified on the following items:

- A. Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
- B. Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup.
- C. Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
- D. Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.
- E. Training cost funding is limited to new system and equipment training.
- F. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

## **7.0 Approval and Award**

- 7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Upon grant award county will receive a grant agreement per their funding source that requires signature by the BOCC or county manager.
- 7.3 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards. Grant awards maybe withheld if the county is not in compliance with all Board reporting requirements (including annual reports).
- 7.4 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Rural County Grant Program.
- 7.5 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed 911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.

## **8.0 Financial and Administrative Requirements**

- 8.1 Grant funds shall be provided on a cost reimbursement basis.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress payment of funding with a completed Financial Reimbursement of Expenditures Reporting Form (Rule 60FF1-5.0035(4), F.A.C), signed contract or purchase order, the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor. Abuse of this policy will lead to denial of future payments.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.
- 8.5 To assure prompt processing, complete reimbursement claims should be e-mailed to:

**[E911BoardElectronicGrantReports@dms.fl.gov](mailto:E911BoardElectronicGrantReports@dms.fl.gov)**



- 8.6 Grant funds can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.7 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.8 It is the county's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost in excess of over \$5,000 and the grant is federally funded, the county must maintain an inventory of 5 years.
- 8.9 The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete.
- 8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold grant payments pending grantee correction of the deficiency,
  - Disapprove all or part of the cost of the activity or action not in compliance,
  - Suspend or terminate the current award for the grantee's project,
  - Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.11 Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.
- 8.12 E911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.
- 8.13 Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county must request a grant change on the Change Request Form and include an itemized quote and a copy of the new contract to be approved by the E911 Board

## **9.0 Grant Reporting Procedures**

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include a completed Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Updated reports and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.
- 9.2 The Quarterly Status Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.3 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.4 Funding continuance will be based on timely submission of quarterly reports.
- 9.5 Upon receipt of final reimbursement from DFS, a final Quarterly Status Report form shall be submitted based on the same reporting requirements described in grant reporting item 9.1. Proof of payment to the vendor or proof of final payment from DFS must be submitted with the Quarterly Status Report marked as "final" in the appropriate field.
- 9.6 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Change Request Form. Any unauthorized change shall require the return of grant funds.
- 9.6.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services or demonstrates good cause for failure to execute a contract within twelve months of the award. Good cause documentation shall include a new project timeline schedule.
- 9.6.2 A change request to an alternate vendor must be approved by the E911 Board with a grant change request which includes a new itemized quote.
- 9.6.3 Time extensions shall be limited to a maximum of one additional year, totaling two years when approved by the E911 Board.
- 9.6.4 Change Request forms and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**
- 9.7 Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting

- 9.8 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award. The counties are required to provide DMS a copy of the county's Comprehensive Annual Financial Report (CAFR) no later than August 1st following the completion of the County's fiscal year.

County Taylor

**911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: \$10,978.81

Project Title: Fall 2022 Taylor County Maintenance Grant

1. Board of County Commissioners Chair: Thomas Demps

Mailing Address: P.O. Box 620

City: Perry

State: Florida

Zip: 32347 -

Phone: ( 850 ) 838-3500

Fax: 850 838-3501

Email Address: tdemps@taylorcountygov.com

2. County 911 Coordinator: Dakota Cruce

Mailing Address: 108 N Jefferson St. Ste 103

City: Perry

State: Florida

Zip: 32347 -

(850 )838- 1104

Fax: 850-223-2049

Email Address: Dakota.cruce@taylorsheriff.org

County Taylor

**COUNTY INFORMATION**  
**USE 12 POINT FONT OR LEGIBLE HAND PRINTING**

3. County Fact Information

A. Number of PSAP's one

B. Number of Call-taking Positions per PSAP  
four

C. What equipment is requested in this grant application? none

D. Financial Information:

What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance? \$48,350.67

1.) What are the current annual costs for maintenance of items included in 1.)?  
\$64,671.28

2.) Total amount of E911 fee revenue received in the preceding year?  
\$81,296.36

3.) Total amount of county carry forward funding retained in the preceding year?  
\$0.00

4.) Current total amount of county carry forward funding?  
\$189,629.00

5.) Two year maximum calculated amount for applied carry forward funding  
Calculation (current year carry forward  
funding amount based on General  
Condition 5.16 multiplied by two) \$48,777.82

6.) Minimum calculated amount for Applied Carry Forward Funding  
Calculation (Subtract the amount in D.4.  
subtracted by amount in D.5.)  
Insert in the Budget Report \$140,851.18

4. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Taylor County is currently utilizing Solacom for our 4 (four) position PSAP. We are Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 (five) with an online database.

5. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.

-911 Datamaster Support (1yr) (01/01/2023-12/31/2023)

-Eaton UPS Maintenance and Contract Renewal (03/15/2023-03/14/2024)  
Services, only 911. Flex 8 (eight) hour Rsp, 7x24 cvg. 1x per term: UPS preventative – maintenance, after hours (7x24), 1x per term, sealed battery preventative maintenance, anytime. EOSL status active.

6. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year. This may include software or standalone components.

Without the grant funding we cannot ensure continued operations of the service/system.

7. Describe why your county will not be able to complete this project without this grant funding.

Taylor County is a rural county without sufficient funds to cover this project.

8. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Upon approval of the grant we will await the grant agreement from the State. A budget request will be provided to the Board of County Commissioners to accept the funds from the grant award. Once approval of the budget commences, a purchase order will be produced. Payment will be made immediately upon receipt of invoices received from the vendors; the project will be considered complete when all funds have been expended and the vendor has reported action on all items of the quote.

9. Sole source justification (if applicable). Sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

This will be a sole source procurement to avoid voiding maintenance and warranty agreements.



County

Taylor

10. Assurances

**ACCEPTANCE OF TERMS AND CONDITIONS:** The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

**DISCLAIMER:** The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

**NOTIFICATION OF AWARDS:** The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

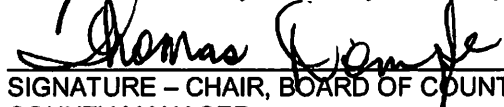
**MAINTENANCE OF IMPROVEMENT AND EXPANSION:** The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

11. Authority

I hereby affirm my authority and responsibility for the use of funds requested.



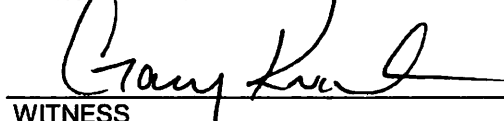
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or  
COUNTY MANAGER

9/6/22

DATE

Thomas Damps - Chair

Printed Name



WITNESS

9/6/22

DATE

## **Appendix I**

**NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).**

### **AUTHORIZED EXPENDITURES OF E911 FEE. —**

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administering the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunications as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

## **Addendum I**

### **Funding Priorities for the 911 Rural County Grant Program**

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

**PRIORITY 1:** Rural counties with Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

**PRIORITY 2:** Rural counties with systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a. System Maintenance (pertaining exclusively to items listed in Priorities 3 a-h only)
- b. Hosted System Service for subsequent years, after the first year.
- c. Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

**PRIORITY 3:** Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through h:

- a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b. Lightning Protection Equipment
- c. Uninterruptible Power Supply Equipment and or Generator Equipment
- d. E911 Voice Recording Equipment
- e. County E911 Standalone ALI Database Equipment
- f. E911 Map Display Equipment
- g. Net clock
- h. New additional 911 Call Taker Position Equipment

**PRIORITY 4:** Rural counties with Systems requesting consolidation of PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

**PRIORITY 5:** Rural counties with Systems that require mapping services necessary for maintaining Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a. Mapping System Equipment - map generation hardware and software licensing is limited to components for two stations
- b. GIS Centerline, point generation and map accuracy services
- c. GIS Data support

Regional system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program for any 911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes

## Budget Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: Taylor

Project Name: Fall system maintenance grant

### Budget Categories

#### Deliverables

#### A. System (Hardware, Software, Equipment, & Labor)

Unit Price (\$)

Quantity

Total Amount (\$)

#### B. Services (Training, Maintenance, and Warranty Items)

datamaster support  
Eaton UPS support

5,670.00  
5,308.81

1  
1

5,670.00  
5,308.81

Overall Project Total

10,978.81

Carry Forward Funds Applied

0.00

Grant Request Total Less Carry Forward Applied

10,978.81

Notes:

  
Signature, 911 County Coordinator

# County E911 Fiscal Information

1	County	Taylor	Fiscal Year	2020-2021
2	Wireless Fee Revenue	\$42,075.85		
3	Non-Wireless Fee Revenue	\$20,534.32	(LEC, Wireline, & VoIP)	
4	Pre-Paid Fee Revenue	\$18,686.19		
5	Total Fee Revenue	\$81,296.36	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)	

6	Fee Revenue Expenditures	81,296.36
---	--------------------------	-----------

9	Allowable Carry Forward	\$24,388.91	Maximum Allowable (30% of Item #5)
10	Actual Carry Forward	\$0.00	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9
11	Excess Carry Forward Recovery	\$0.00	

12	Preparer's Name	Dakota Cruce
13	Preparer's Title / Position	911 Coordinator
14	Telephone Number	850-838-1104
15	Preparer's Email	dakota.cruce@taylorsheriff.org
16	Date	08/25/2022



Powering Business Worldwide

Eaton UPS Service Contract Renewal 41172  
Quote Date: 08/18/2022

Doug McAllister, Eaton Authorized Representative  
Florida Critical Power, LLC  
3016 Third Street, Suite 202  
Jacksonville Beach, FL 32250  
813-968-7013  
Email: DougMcAllister@FloridaCriticalPower.com

**Prepared For:**

Billing Contact: Dakota Cruce, 911 Coordinator/TAC  
Billing Company: Taylor County - Board of County  
Commissioners (BOCC)  
PO Box 620  
Perry, FL 32348  
850-672-1976  
Email: dakota.cruce@taylorsheriff.org

**For Covered Equipment at Site:**

Site Contact: Dakota Cruce, 911 Coordinator/TAC  
Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.  
591 E Highway 27  
Perry, FL 32347  
850-672-1976  
Email: dakota.cruce@taylorsheriff.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

**Quantity 1, Eaton 9390-IT (40), UPS Service Contract Renewal**

Coverage Start Date: 3/15/2023 Coverage End Date: 3/14/2024 Term: 1 Year

**Flex: 8 Hr Rsp, 7x24 Cvg Only**

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- 1x per term: UPS Preventive Maintenance, After Hours (7x24)
- 1x per term: Sealed Battery Preventive Maintenance, Any Time
- EOSL Status Active

Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10

Site Location	Model	Serial Number	Quantity
Taylor County 911 Center	9390-IT (40)	EF342CAB03	1
Subtotal:			1

Grand Total Price: \$5,308.81

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. If including a PO, please make to **EATON CORPORATION**
- Please return to [DOUGMCALLISTER@FLORIDACRITICALPOWER.COM](mailto:DOUGMCALLISTER@FLORIDACRITICALPOWER.COM) for processing.

Accepted By: Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Purchase Order Number \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Did you know?** Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at [Eaton.com/UPSservices](http://Eaton.com/UPSservices)





We have prepared a quote for you

**911 Datamaster ALI/DBMS Support**

Quote # 000996  
Version 1

Prepared for:

**Taylor County, FL**

Dakota Cruce  
Dakota.cruce@taylorsheriff.org

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## 911 Datamaster Support

Description	Price	Qty	Ext. Price
911DM-SUP1Y <b>911 Datamaster Support (1YR)</b> <i>Dates of Support: 1/1/23 through 12/31/23</i>	\$5,670.00	1	\$5,670.00

Subtotal:            **\$5,670.00**

## Payment Terms

Description	Qty
<b>Terms of Sale:</b> • Payment Terms are Net 30	

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## 911 Datamaster ALI/DBMS Support

Prepared by:

**AK Associates**

Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
bstankus@AKassociates911.com

Prepared for:

**Taylor County, FL**

591 US Hwy 27 E  
Perry, FL 32347  
Dakota Cruce  
(850) 672-1976  
Dakota.cruce@taylorsheriff.org

Quote Information:

**Quote #: 000996**

Version: 1  
Delivery Date: 08/18/2022  
Expiration Date: 11/06/2022

### Quote Summary

Description	Amount
911 Datamaster Support	\$5,670.00
Total: <b>\$5,670.00</b>	

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.  
This quote null and voids any previous version.

AK Associates

Taylor County, FL

Signature:

A handwritten signature in black ink, appearing to read 'Beth Stankus', written over a horizontal line.

Name: Beth Stankus

Title: Manager of Accounting

Date: 08/18/2022

Signature:

A handwritten signature in black ink, appearing to read 'Dakota Cruce', written over a horizontal line.

Name: Dakota Cruce

Date: 8-25-22

*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113  
FAX (850) 584-2433

January 11, 2023

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton  
County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Hon. Gary Knowles  
Clerk of Court  
Post Office Box 620  
Perry, Florida 32348

Re: Rural County Grant Agreement

Dear LaWanda and Gary:

Pursuant to your e-mail to me on 1/10/23, I make the following comments on the above-mentioned Grant Agreement:

1. This is a typical grant agreement.
2. Please look at paragraph 1.5 – This is a cost reimbursement agreement.
3. Paragraph 1.6 – Provides the funds are to be used for costs and the costs must be reasonable, necessary and allowable.
4. Paragraph 1.7 – The County agrees that the final request for reimbursement and supporting documents shall be submitted to the Department no later than the term of the agreement.
5. Paragraph 4 – The total reimbursable amount not to exceed \$10,978.81.
6. Paragraph 12 – Termination due to lack of funds. If funds become unavailable for the agreement's purpose that will not be a default by the Department or the State. **Also, the Department will be the final authority as to the availability of funds.**

7. Paragraph 12.3 – Termination for Convenience. The Department at its sole discretion may terminate the agreement.
8. Paragraph 12. 4 Mutual Termination. The parties may terminate upon written amendment of this agreement.
9. Paragraph 14. Mandated Conditions. Paragraph 14.1 – This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall be in the Circuit Court of Leon County.

Please be advised that I reviewed only the 8 page Agreement.

I will be glad to discuss this at the meeting on January 17, 2023.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

COMMISSIONERS TO REVIEW PROPOSED FINAL PLAT FOR HERMIT CRAB'S RETREAT SUBDIVISION IN ACCORDANCE WITH SECTION 42-126, TAYLOR COUNTY CODE OF ORDINANCES.



**MEETING DATE REQUESTED:**

January 17, 2023

**Statement of Issue:** In accordance with Section 42-126, Taylor County Code of Ordinances (Taylor Code), the Board of County Commissioners shall review and approve the Final Plat of any proposed subdivision of land prior to any lot or parcel within the proposed subdivision being sold. Further, no development order shall be issued for a development for which an Owners' Association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

Consistent with this section, the Board of County Commissioners shall review and take action on the recommendation of the County Engineer and County Attorney.

**Recommended Action:** The Hermit Crab's Retreat Subdivision Final Plat conforms with the requirements of Chapter 177, Florida Statutes is ready for approval.

**Fiscal Impact:** MINIMAL: STAFF REVIEW OF PLAT AND BOCC MEETING ATTENDANCE.

**Budgeted Expense:** N/A

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The provisions of Section 42-126, Taylor Code, apply to all proposed developments in the county, including private road subdivisions.

Specifically, this section requires that the developer submit an original of the subdivision plat with two blue or black line copies and a title opinion from an attorney to the office of the planning director at least ten days prior to the meeting of the Board of County Commissioners at which the plat is to be considered. The County Engineer shall, within ten days of receipt, review one copy of the plat for completeness and conformity to this section, to the approved preliminary plat and to any conditions attached thereto. If the plat is found to be in compliance, the County Engineer shall sign the original in an appropriate space. Review of the plat by the BOCC shall be strictly limited to whether the plat conforms to the requirements of Chapter 177, F.S.

If the final plat is in compliance with the approved preliminary plat and meets and fulfills the conditions and requirements set forth in this section, the Chairman of the Board shall indicate such approval by signing in an appropriate space on the original plat after approval by the BOCC. If the final subdivision

plat is disapproved, reasons for such disapproval shall be stated in the record of the BOCC. Such reasons for disapproval shall be given to the developer, in writing, along with the original plat.

Additionally, whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the County, a legal entity shall be created to be responsible for the ownership and maintenance of the facilities and/or improvements. An organization established for this purpose shall be created by covenants running with the land. Such covenants shall be included with the final plat for review and approval by the County Attorney before issuing a development order. Such organization shall also not be dissolved nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate them to the County.

#### Hermit Crab's Retreat Subdivision

Hermit Crab's Retreat Subdivision was submitted to the Planning Board and approved at the July 7, 2022, meeting with 7 lots varying in size from 0.55 to 1.05 acres fronting Beach Road. The 5.74 acre 7-lot Subdivision is located wholly within the Mixed-Use Urban Land Use Classification and partially within several Zone AE Special Flood Hazard areas (15 to 17 ft). The Taylor County Planning Department has reviewed the lot density and found it to be compliant with the maximum allowable of 8 units per acre acknowledging both potable water and sanitary sewer system to be served to all lots through the Taylor Coastal Water and Sewer District. Lastly, the Developer agreed for the Development to include common drives to comply with Taylor County Code of Ordinances 42-891 – Access Management requiring 140 ft of separation between points of access.

Article 42-156, Guarantees and Sureties, Section (f)(2), requires that whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the county, a legal entity shall be created to be responsible for the ownership and maintenance of such facilities and/or improvements. Further, no development order shall be issued for a development for which an owners' association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

With the access to all lots within the subdivision fronting an existing County-maintained roadway and absence of stormwater management features, this development would not be required to establish a Municipal Services Benefit Unit or necessarily form a Home Owner's Association. However, if at some point any improvements are proposed or requested to be constructed, the Developer will be required to establish one or the other at such time. Nonetheless, no upfront financial surety, warranties, or maintenance agreements are currently required. Consistently, this lack of improvements enabled the Suwannee River Water Management District to issue the Developer an Environmental Resource Permit Exemption on June 6, 2022 (ERP-123-242892-1).

Based on our review of the attached documents, Staff recommends that the BOCC approve the proposed Final Plat of Hermit Crab's Retreat Subdivision in accordance with Section 42-126, Taylor County Code of Ordinances.

#### **Options:**

- 1) Approve the proposed Hermit Crab's Retreat Subdivision.
- 2) Deny the proposed Hermit Crab's Retreat Subdivision and indicate reasons for denial.

#### **Attachments:**

Final Plat  
SRWMD Correspondence  
County Attorney Correspondence







# SUWANNEE RIVER

## WATER MANAGEMENT DISTRICT

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June 6, 2022

Alex Kemp  
The Hermit Crabs Retreat, LLC  
688 Foster Road  
Macon, GA, 31210

**SUBJECT:** Environmental Resource Permit (ERP) Exemption, ERP-123-242892-1, Kemp Exemption Request, Taylor County

Dear Alex Kemp,

The above referenced proposed project has been determined by the Suwannee River Water Management District (District) to be an exempt activity. This decision was based on the application package submitted by Alex Kemp on or before May 6, 2022. The activity consists of subdividing of approximately 6.1 acres into seven tracts ranging from 0.55 acres to 1.05 acres. No construction is authorized with this letter. The proposed activity is considered exempt in accordance with subsection 373.406(6) of the Florida Statutes (F.S.) and section 62-330.051(2), of the Florida Administrative Code (F.A.C.).

Please ensure that turbidity, sedimentation, and erosion are controlled during and after construction of the exempt activity to prevent violations of state water quality standards, including any antidegradation provisions of paragraphs 62-4.242(1)(a) & (b), subsections 62-4.242(2) & (3) and Rule 62-302.300, F.A.C., and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. Erosion and sediment control best management practices shall be installed and maintained in accordance with the guidelines and specifications described in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007) (<https://www.flrules.org/Gateway/reference.asp?No=Ref-02530>), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008) (<https://www.flrules.org/Gateway/reference.asp?No=Ref-02531>).

In addition, construction, alteration, and operations shall not:

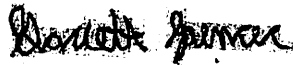
- Exceed any of the thresholds as found in 62-330.051, F.A.C.
- Adversely impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
- Cause an adverse impact to the minimum flows and levels established pursuant to section 373.042, F.S.
- Cause adverse impacts to a Work of the District established pursuant to Section 373.086, F.S.
- Adversely impede navigation or create a navigational hazard; or,
- Cause or contribute to a violation of state water quality standards.

**Water for Nature. Water for People.**

This authorization does not exempt you from obtaining permits from any other regulatory agency. Any modifications to the authorized plans shall require reconsideration by the District prior to commencement of construction.

If you have any questions, please contact the Division of Resource Management at 386.362.1001.

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Spencer".

Garrett Spencer, E.I.  
Engineer I  
Division of Resource Management

*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

January 3, 2023

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-8113  
FAX (850) 584-2433

VIA E-MAIL AND REGULAR MAIL

Mr. Kenneth Dudley  
County Engineer  
201 East Green Street  
Perry, Florida 32347

Re: Hermit Crab's Retreat, LLC Subdivision

Dear Kenneth:

Thank you for your e-mail of 12/29.22 regarding the above subdivision. I have several comments:

1. Usually in the past, the surveyor would bring me the paper plat for me to review. The copy sent to me, the font, etc., is too small to read.
2. Pursuant to Chapter 177.041(2), Ms. Lana P. Logan titled her report "Title Agent's Opinion of Title".

The above statute provides,

"A title opinion of an attorney at law licensed in Florida or a **property information report** showing that record title to the land as described and shown on the plat is in the name of the person, persons, corporation, or entity executing the dedication. The title opinion or property information report must also show all mortgages not satisfied or released of record nor otherwise terminated by law."

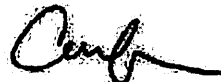
So, I think what Ms. Logan's Affidavit is, is a **property information report**.

3. Just a note, what is the status of the ad valorem taxes?

Finally, could Mr. Dale Rowell bring me a fully size copy of the plat?

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Gary Knowles (via e-mail)  
Ms. LaWanda Pemberton (via e-mail)

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## ***County Commission Agenda Item***

### **SUBJECT/TITLE:**



**Board to review and approve 2023-2024 Appropriations Project Requests and Attestation to the Florida House of Representatives and Florida Senate.**

### **MEETING DATE REQUESTED:**

**January 17, 2023**

### **Statement of Issue:**

**Board to approve 2023-2024 Appropriation Project Requests and Attestation to the Florida House and Senate.**

### **Recommended Action:**

**Approve Appropriation Requests and Attestation**

### **Fiscal Impact:**

**The attached requests reflect the amounts of funding assistance the County has requested. The County is not providing any cash match to the projects funding assistance is being requested for.**

### **Budgeted Expense: Y/N**

**Not applicable at this time.**

### **Submitted By:**

**Melody Cox, Grants Writer**

### **Contact:**

**Melody Cox**

## **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County is submitting Appropriation Project Requests and Attestations for FY 2023-2024 to the Florida House and the Florida Senate requesting funding assistance for the following projects:

- 1. Taylor County Sports Complex- construction of an additional softball field \$400,000 (A FRDAP grant has also been submitted for this project.)**
- 2. Construction of a new Fire Station in Shady Grove \$2,000,000**
- 3. Construction of a new Fire Station in Steinhatchee \$2,000,000**

**It should be noted the County has also submitted a FRDAP grant application for the Sports Complex. The County did commit to a \$200,000 cash match when submitting the FRDAP grant application. If the County is awarded a FRDAP grant but not an appropriation for the project, the Board will still be required to provide the \$200,000**

match. If the County receives an appropriation for the Sports Complex project, no match will be required.

**Attachments:**                      **Appropriation Project Requests and Attestations (House)  
to the Florida House and Senate**



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

1. **Project Title**

2. **Senate Sponsor**

3. **Date of Request**

4. **Project/Program Description**

The tourism development project is the construction of an additional softball field at Taylor County Sports Complex which will enable the County to host larger scale tournaments and events. The softball field is essential for tourism development in the County and for the City of Perry. It is anticipated each tournament the County hosts will have the ability to bring in over 1,000 visitors per each event. Per tourism development studies, each visitor brings in an average of \$85 per day for overnight stays, thus bringing in \$85,000 per day or an average of \$170,000 for each weekend tournament or event. As a rural, fiscally constrained County, this will have a tremendous economic impact on the local economy.

5. **State Agency to receive requested funds**

State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2023-2024**

Type of Funding	Amount
Operations	<input type="text"/>
Fixed Capital Outlay	<input type="text" value="400,000"/>
<b>Total State Funds Requested</b>	<b><input type="text" value="400,000"/></b>

7. **Total Project Cost for Fiscal Year 2023-2024 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	<input type="text" value="400,000"/>	<input type="text" value="100.0"/> %
<b>Matching Funds</b>		
Federal	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
State (excluding the amount of this request)	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Local	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Other	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
<b>Total Project Costs for Fiscal Year 2023-2024</b>	<b><input type="text" value="400,000"/></b>	<b><input type="text" value="100.0"/> %</b>





## The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

8. Has this project previously received state funding? ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a fiscally constrained County, there are no additional funds available at this time. The County has submitted a FRDAP grant requesting funding assistance in the amount of \$200,000 which is currently pending and will be contingent on legislative funding.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M which was used for public safety costs and the purchase of PPE and associated equipment and supplies. The County will be using American Rescue Plan funding for stormwater projects.

### Complete questions 11 and 12 for Fixed Capital Outlay Projects

11. Status of Project

- a. What is the current phase of the project? ☐ Planning ☐ Design ☒ Construction
- b. Is the project "shovel-ready" (i.e. permitted)? ☒ Yes ☐ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of County Commissioners owns, maintains, and operates Taylor County Sports Complex. The County will be able to move forward with the project immediately if funding is awarded.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs: Other</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	Construction of a softball field which will include a scoreboard, lighting, and irrigation. All engineering, and project management costs will be at the County's expense.	400,000
<b>Total State Funds Requested (must equal total from question #6)</b>		<b>400,000</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

### 14. Program Performance

#### a. What specific purpose or goal will be achieved by the funds requested?

The construction of the softball field will enable the County to host large scale tournaments which will be beneficial and essential for tourism development in the community. The estimated economic impact is \$85,000 per day for each tournament, a substantial amount for a fiscally constrained County. In addition to the economic impact, the existing fields are used to capacity and the field will be able to accommodate additional children who wish to participate. The Complex is the ONLY public facility in the County which has the ability to host tournaments and promote tourism.

#### b. What activities and services will be provided to meet the intended purpose of these funds?

The construction of the softball field will enable the County to host large scale tournaments, thus benefiting the local economy and the promotion of tourism. As a fiscally constrained REDI community and RAO, the development and creation of economic and tourism opportunities is critical. The additional softball field will also ensure the County has the facilities needed to accommodate all local children and provide the opportunity for all to participate in softball and associated recreational events.

#### c. What direct services will be provided to citizens by the appropriation project?

At this time, there is not sufficient facilities available to accommodate all who wish to participate in local softball programs and the new field will provide adequate recreational facilities to all who wish to participate. The Sports Complex has been key in providing tourism development opportunities for the community and is heavily used year round. Hosting multi-day events has the potential to have a daily economic impact of more than \$85,000 per day on the community. As a RAO and REDI community, economic and tourism development is critical to the community.

#### d. Who is the target population served by this project? How many individuals are expected to be served?

The target population is children and families however, one of the key goals of the continued development of the Sports Complex is the ability to host tournaments and events to benefit the local economy. As the Sports Complex is heavily used year round, more than 250,000 are expected to be served.

#### e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The construction of the additional softball field will aid in the continued development of the Sports Complex and associated economic and tourism development. In addition, the existing fields are used to capacity at this time and the additional field will allow more children and youth to participate in outdoor recreational opportunities. It is the County's goal that all children who wish to participate in sports and recreation will have the ability to with sufficient facilities available.

#### f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

The County will move forward with the construction of the softball field immediately upon availability of funds. All performance measures and deliverables will be met within funding contract timelines. The County will be using "in house" staff for engineering and project management. Staff who will be administering the funding has been involved in all prior phases of the Sports Complex development. The County has previously received five (5) FRDAP grants for the Sports Complex development and finished all phases within grant timelines and have successfully met all deliverable requirements.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☒ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

**19. What is the population economic status?**

- ☒ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

*The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.*



# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

### For projects meeting the definition of House Rule 5.14

*Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request*

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:**
2. **Date of Submission:**
3. **House Member Sponsor:**
4. **Details of Amount Requested:**
  - a. Has funding been provided in a previous State budget for this activity? ☐ Yes ☒ No
  - b. What is the most recent fiscal year the project was funded?
  - c. Were the funds provided in the most recent fiscal year subsequently vetoed? ☐ Yes ☐ No
  - d. Complete the following Project Request Worksheet to develop your request.

If vetoed, check if recurring and/or nonrecurring funds: ☐ Recurring ☐ Nonrecurring

FY:	Input Prior Year Appropriation for this project for FY 2022-23 <i>(If appropriated in FY 2022-23 enter the appropriated amount, even if vetoed.)</i>			Develop New Funds Request for FY 2023-24 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>		
Column:	A	B	C	D	E	F
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Recurring Base Budget + Additional Nonrecurring
Input Amounts			0	0	400,000	400,000

## The Florida House of Representatives

### Appropriations Project Request - Fiscal Year 2023-24

e. Provide the total cost of the project for FY 2023-24 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	400,000	100.0 %		
2. Federal	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
3. State (Excluding the requested Total Amount in #4d, Col F)	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
4. Local	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
5. Other	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
<b>TOTAL</b>	400,000	100.0 %		

5. Is this a multi-year project requiring funding from the state for more than one year? ☐ Yes ☒ No

a. How much state funding would be requested after 2023-24 over the next 5 years?

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".



# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

6. Which is the most appropriate state agency to place an appropriation for the issue requested?

Department of Environmental Protection

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ☒ Yes ☐ No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

The County will move forward with the construction of the softball field immediately upon funding being available. All performance measures and deliverables will be met within contract timelines. The County will be using "in house" engineering and project management. Staff who will be administering the funding has been involved in all prior phases of the Sports Complex development. Previously, five FRDAP grants aided in the Complex development and all were successfully completed.

7. Requester:

- a. First Name: LaWanda Last Name: Pemberton
- b. Organization: Taylor County Board of County Commissioners
- c. Email: LPemberton@taylorcountygov.com
- d. Phone #: (850) 843-5381

8. Contact for questions about specific technical or financial details about the project.

- a. First Name: LaWanda Last Name: Pemberton
- b. Organization: Taylor County Board of County Commissioners
- c. Email: LPemberton@taylorcountygov.com
- d. Phone #: (850) 843-5381

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None ☐

- a. First Name: Not applicable Last Name:
- b. Firm:
- c. Email:
- d. Phone #:

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

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**10. Organization or Name of entity receiving funds:**

a. Name: Taylor County Board of County Commissioners

b. County (County where funds are to be expended) Taylor

c. Service Area (Counties being served by the service(s) provided with funding)

Taylor County and the Big Bend Region

**11. What type of organization is the entity that will receive the funds?**

Local Government

If other, please describe:

**12. What is the specific purpose or goal that will be achieved by the funds being requested?**

Construction of a softball field which will enable the County to host larger scale tournaments and events. The additional field is essential for tourism development in the community. It is anticipated each tournament the County hosts has the potential to bring in 1,000 visitors. Per studies, each visitor spends \$85 for overnight stays thus bringing in \$85,000 daily to a rural, fiscally constrained community thus having a tremendous economic impact on the community.

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
<b>Administrative Costs</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
<b>Operational Costs</b>		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
<b>Fixed Capital Construction/Major Renovation</b>		
Construction/Renovation/ Land/Planning Engineering	Construction of a softball field which will include a scoreboard, lighting, and irrigation. All engineering and project management services will be provided by the County.	400,000
<b>Total Requested</b>		400,000

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

Local Government

If other, please describe:

100 maximum characters allowed

15. Is the project request an information technology project? ☐ Yes ☒ No *Water projects skip to #16*

a. Will this information technology project be managed within a state agency to support state agency program goals? ☐ Yes ☐ No

b. What is the total cost (all years) to design and build the project?

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? ☐ Yes ☒ No

e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ☐ Yes ☒ No

Please describe:

The project has been discussed at numerous public meetings with the most recent meeting being December 4, 2022. Two public hearings and one public workshop was held when the FRDAP grant for the project was submitted in August 2022. In addition to Board of CounCommissioner meetings, the project is discussed at each Taylor County Recreational Advisory Board meeting due to the need of the field.

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ☐ Yes ☒ No

Please describe:

The Taylor County Recreational Advisory Board has expressed a critical need for the softball field and the importance of it to host large scale tournaments. In addition, the Advisory Board has expressed the need due to existing fields being used to capacity and the need for the field to accommodate all local children who wish to participate in the softball programs.

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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18. Will the requested funds be used directly for services to citizens?    ☒ Yes    ☐ No

*Water projects skip to #19*

a. What are the activities and services that will be provided to meet the purpose of the funds?

The County will have the ability to host large scale events to promote tourism and economic development. In addition, the existing fields are used to capacity and the additional field will enable more children and youth to participate in league sports and outdoor recreation.

b. Describe the direct services to be provided to the citizens by the funding requested.

Tourism and economic development opportunities as well as enhanced and additional recreational opportunities for local children and youth.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- |  |   |
|--|---|
| <input type="checkbox"/> Elderly persons                               | <input type="checkbox"/> Drug users (in health services)                                |
| <input checked="" type="checkbox"/> Persons with poor mental health    | <input checked="" type="checkbox"/> Preschool students                                  |
| <input checked="" type="checkbox"/> Persons with poor physical health  | <input checked="" type="checkbox"/> Grade school students                               |
| <input type="checkbox"/> Jobless persons                               | <input checked="" type="checkbox"/> High school students                                |
| <input checked="" type="checkbox"/> Economically disadvantaged persons | <input type="checkbox"/> University/College students                                    |
| <input checked="" type="checkbox"/> At-risk youth                      | <input type="checkbox"/> Currently or formerly incarcerated persons                     |
| <input type="checkbox"/> Homeless                                      | <input type="checkbox"/> Drug offenders (in criminal Justice)                           |
| <input type="checkbox"/> Developmentally disabled                      | <input type="checkbox"/> Victims of crime   |
| <input type="checkbox"/> Physically disabled                           | <input type="checkbox"/> General (The majority of funds will benefit no specific group) |
| <input checked="" type="checkbox"/> Other, please describe:            |   |

Tourism and Economic Development

d. How many in the target population are expected to be served?

>800

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health	Currently the existing facilities are at capacity. The additional softball field will enable more children and youth to participate in sports and outdoor recreational opportunities.	Increase in the number of children and youth who will be able to participate in softball leagues, events, and tournaments.
Improve mental health	The additional field will provide additional recreational opportunities as existing fields are at capacity. Numerous studies reflect outdoor recreation improves mental and physical health.	Increased participation for children and youth in softball programs and outdoor recreation.
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality		
Protect the general public from harm (environmental, criminal, etc.)		

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions		
Increase or improve economic activity	The field will enable the County to host larger scale tournaments and events thus benefitting the local economy. It is estimated each tournament has the potential to have an economic impact of approximately \$85,000 per day on the local economy.	The number of tournaments and events at the Complex as well as the number of visitors each event brings to the area will be used to measure the benefits. The economic impact of the softball field will greatly benefit a rural, fiscally constrained County.
Increase tourism	The additional field will increase the County's opportunities to host large scale multi-day tournaments thus promoting tourism and economic development opportunities. It is estimated each multi-day event will bring in 1,000 visitors to the area daily.	As a fiscally constrained RAO and REDI County, tourism and economic development opportunities are critical to the area. Additional and larger scale multi-day events and tournaments will promote tourism and extended visits to local hotels, restaurants, and retail establishments.
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		



# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe)		

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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**The questions below are additional questions for water projects only**

20. Have you applied for alternative state funding?

- a. ☐ Wastewater Revolving Loan
- b. ☐ Drinking Water Revolving Loan
- c. ☐ Small Community Wastewater Treatment Grant
- d. ☐ Other (Please describe)
- e. ☐ N/A

21. What is the population economic status?

- a. ☐ Financially Disadvantaged Municipality
- b. ☐ Rural Area of Critical Economic Concern
- c. ☒ Rural Community Experiencing Economic Distress
- d. ☐ N/A

22. What is the status of construction?

- a. ☐ Ready
- b. ☐ Not Ready

23. What percentage of construction has been completed?

 %

24. What is the estimated completion date of construction?



# Attestation

## Appropriations Project Request

THE ATTESTATION SHOULD BE COMPLETED AND SIGNED BY THE PRINCIPAL OFFICER OF THE ORGANIZATION OR ENTITY FOR WHICH AN APPROPRIATIONS PROJECT REQUEST FORM WAS SUBMITTED. THE PRINCIPAL OFFICER IS THE INDIVIDUAL RESPONSIBLE FOR IMPLEMENTING THE DECISIONS OF THE GOVERNING BODY OF THE ORGANIZATION OR ENTITY OR FOR SUPERVISING THE MANAGEMENT, ADMINISTRATION, OR OPERATION OF THE ORGANIZATION OR ENTITY.

I am the Chairman (title of principal officer) of Taylor County Board of County Commissioners (organization or entity) for which an Appropriations Project Request Form was submitted. I have read such Form # \_\_\_\_\_ as published on the Florida House of Representatives website, and I verify that I am fully informed as to the information therein. I declare that all such information is true and accurate OR ☒ (check if correction attached) is true and accurate as corrected in the attached statement. I am authorized on behalf of the organization or entity listed above to and do consent to investigation of such information and any matter relevant thereto. I agree to provide all documents and other information requested by the House of Representatives as part of such investigation, including information that may be requested on the organization, ownership, and any beneficiary of the organization or entity on whose behalf project funding has been requested.

If any inaccuracies in the information contained in the Appropriations Project Request Form come to my attention, I agree to promptly contact the House Appropriations Committee.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print name: Jamie English Entity name: Taylor County BOCC

Date: January 17, 2023 Signed: \_\_\_\_\_

**The completed and signed attestation, as well as any subsequent letters of correction, should be e-mailed to the House Sponsor.**

Enter House Sponsor e-mail

SEND



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

1. **Project Title**

2. **Senate Sponsor**

3. **Date of Request**

4. **Project/Program Description**

The project is the construction of a hurricane rated structure which will house Steinhatchee Fire Rescue, EMS, and public safety services. The base elevation of the structure will be elevated due to the current facility being flooded in recent rain and tropical events causing crews to wade through water before responding and the relocation of the ambulance. The facility will serve as a recovery staging area in the event of a disaster, coastal storm event, and flooding. Steinhatchee is more than 37 miles from other emergency support and public safety services. Having a resilient, adequate facility for emergency services and first responders is critical to the welfare of Steinhatchee and the south end of the County. The facility will provide emergency services to an approximately 400 sq. mile area of Taylor County as well as mutual aid to adjacent Dixie County, the community of Jena, and Lafayette County which also borders the south end of the County.

5. **State Agency to receive requested funds**

State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2023-2024**

Type of Funding	Amount
Operations	<input type="text"/>
Fixed Capital Outlay	<input type="text" value="2,000,000"/>
<b>Total State Funds Requested</b>	<input type="text" value="2,000,000"/>

7. **Total Project Cost for Fiscal Year 2023-2024 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	<input type="text" value="2,000,000"/>	<input type="text" value="100.0"/> %
<b>Matching Funds</b>		
Federal	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
State (excluding the amount of this request)	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Local	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Other	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
<b>Total Project Costs for Fiscal Year 2023-2024</b>	<input type="text" value="2,000,000"/>	<input type="text" value="100.0"/> %



## The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

8. Has this project previously received state funding? ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a rural, fiscally constrained community, the County has no additional funding sources for the project. Taylor County is a designated RAO and REDI community.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M which was used for public safety payroll costs and the purchase of PPE and associated supplies. The County will be receiving America Rescue Plan funds and anticipates using those funds for critically needed stormwater projects.

### Complete questions 11 and 12 for Fixed Capital Outlay Projects

#### 11. Status of Project

- a. What is the current phase of the project? ☒ Planning ☐ Design ☐ Construction
- b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☒ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of County Commissioners will own, operate and maintain the facility. The Board of County Commissioners will be providing the land the facility will be located on.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs: Other</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funds will be used for the construction of the Fire Rescue, EMS, and public safety facility. The County will be providing the land and all project management services.	2,000,000
<b>Total State Funds Requested (must equal total from question #6)</b>		2,000,000





## The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

### 14. Program Performance

#### a. What specific purpose or goal will be achieved by the funds requested?

The goal is to provide a full service emergency response facility in Steinhatchee which will also serve the south end of Taylor County and the counties mutual aid is frequently provided to. The building will house Fire Rescue, EMS, and serve as a disaster recovery staging area. Steinhatchee is more than 37 miles from the nearest emergency support services and having a resilient emergency response center is critical for public welfare in Steinhatchee and the outlying areas. The structure will be constructed to hurricane rated standards as well as elevated to ensure for continuity of operations.

#### b. What activities and services will be provided to meet the intended purpose of these funds?

The building will serve as a public safety facility with the primary use being Fire Rescue services. EMS will be co-located in the facility. The site will serve as a disaster recovery staging area.

#### c. What direct services will be provided to citizens by the appropriation project?

Direct services will include: Fire protection services with reduced emergency response times, EMS services, and disaster recovery services. The new facility will be able to provide the community of Steinhatchee as well as the south end of the County and the adjacent community of Jena in Dixie County much needed public safety services. In addition to providing direct services on a daily basis, the new facility will ensure for the continuity of operations in the event of a disaster and/or coastal weather event. Again, Steinhatchee is more than 37 miles from other emergency support and response services.

#### d. Who is the target population served by this project? How many individuals are expected to be served?

The target population is the community of Steinhatchee and the south end of the County which encompasses approximately 400 sq. miles. Many of the roads in the south end of the County are unpaved making it even more difficult to provide emergency services. In addition, the County frequently provides mutual aid to adjacent Dixie County and the community of Jena. More than 10,000 residents will be served by the facility as well as the many visitors and tourists to the area a large portion of the year for recreational fishing and boating. Taylor County also provides mutual aid to Lafayette County.

#### e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The project will provide a hardened, resilient structure which will enable Fire Rescue to provide emergency services in all types of weather events and situations. EMS will be co-located in the facility which will also serve as a disaster recovery staging area. As there will be adequate parking for response vehicles and storage area for equipment and apparatus, emergency response times will be substantially reduced. With an elevated base, the facility will be protected from flooding. Equipment and vehicles will have an extended life span with protection from the weather elements.

#### f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Taylor County is ready to move forward with the project immediately and all deliverables and performance measures will be met as per contract timelines and requirements. The County already owns the land where the structure will be located. The County will be providing all project management services.





# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☒ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



## The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

**19. What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

***The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.***

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

### For projects meeting the definition of House Rule 5.14

*Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request*

Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:**
2. **Date of Submission:**
3. **House Member Sponsor:**
4. **Details of Amount Requested:**
  - a. Has funding been provided in a previous State budget for this activity? ☐ Yes ☒ No
  - b. What is the most recent fiscal year the project was funded?
  - c. Were the funds provided in the most recent fiscal year subsequently vetoed? ☐ Yes ☐ No
  - d. Complete the following Project Request Worksheet to develop your request.

If vetoed, check if recurring and/or nonrecurring funds: ☐ Recurring ☐ Nonrecurring

FY:	Input Prior Year Appropriation for this project for FY 2022-23 <i>(If appropriated in FY 2022-23 enter the appropriated amount, even if vetoed.)</i>			Develop New Funds Request for FY 2023-24 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>		
Column:	A	B	C	D	E	F
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Recurring Base Budget + Additional Nonrecurring
Input Amounts			0	0	2,000,000	2,000,000

## The Florida House of Representatives

### Appropriations Project Request - Fiscal Year 2023-24

e. Provide the total cost of the project for FY 2023-24 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	2,000,000	100.0 %		
2. Federal	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
3. State (Excluding the requested Total Amount in #4d, Col F)	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
4. Local	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
5. Other	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
<b>TOTAL</b>	2,000,000	100.0 %		

5. Is this a multi-year project requiring funding from the state for more than one year? ☐ Yes ☒ No

a. How much state funding would be requested after 2023-24 over the next 5 years?

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

6. Which is the most appropriate state agency to place an appropriation for the issue requested?

Department of Agriculture and Consumer Services

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ☒ Yes ☐ No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

All performance measures and deliverables will be met within contract and agency timelines and requirements. The County will be providing engineering and project management services. The County already owns the land where the facility will be constructed.

7. Requester:

- a. First Name: LaWanda Last Name: Pemberton
- b. Organization: Taylor County Board of County Commissioners
- c. Email: LPemberton@taylorcountygov.com
- d. Phone #: (850) 843-5381

8. Contact for questions about specific technical or financial details about the project.

- a. First Name: LaWanda Last Name: Pemberton
- b. Organization: Taylor County Board of County Commissioners
- c. Email: LPemberton@taylorcountygov.com
- d. Phone #: (850) 843-5381

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None ☐

- a. First Name: Not Applicable Last Name:
- b. Firm:
- c. Email:
- d. Phone #:

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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**10. Organization or Name of entity receiving funds:**

a. Name: Taylor County Board of County Commissioners

b. County (County where funds are to be expended) Taylor

c. Service Area (Counties being served by the service(s) provided with funding)

Taylor County, Dixie County and the Big Bend Region

**11. What type of organization is the entity that will receive the funds?**

Local Government

If other, please describe:

**12. What is the specific purpose or goal that will be achieved by the funds being requested?**

The County will be constructing a Fire Rescue Station which will also house EMS and serve as a public safety facility. The facility will be a hurricane rated structure and will have a raised base elevation due to the Steinhatchee area being prone to flooding. Currently Fire Rescue and EMS is working out of three small structures with a carport. There is not a sufficient area to park the fire engines and emergency response vehicles out of inclement weather.

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
<b>Administrative Costs</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
<b>Operational Costs</b>		
Salaries and Benefits		
Expenses/Equipment/ Travel/Supplies/Other		
Consultants/ Contracted Services/ Study		
<b>Fixed Capital Construction/Major Renovation</b>		
Construction/Renovation/ Land/Planning Engineering	All funds will be used for the construction of the Fire Rescue/Public Safety facility. The County will be providing the land for the facility and all engineering and project management services.	2,000,000
<b>Total Requested</b>		2,000,000



**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

Local Government

If other, please describe:

100 maximum characters allowed

15. Is the project request an information technology project? ☐ Yes ☒ No *Water projects skip to #16*
- a. Will this information technology project be managed within a state agency to support state agency program goals? ☐ Yes ☐ No
- b. What is the total cost (all years) to design and build the project?
- c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?
- d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? ☐ Yes ☐ No
- e. What are the specific business objectives or needs the IT project is intended to address?
- 400 maximum characters allowed
- f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?
- 100 maximum characters allowed
16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ☒ Yes ☐ No
- Please describe:

The project has been discussed in numerous Board meetings and public workshops with the last discussion being at the December 4, 2022 Board meeting. There is a critical need for the project as Steinhatchee is more than 37 miles from Perry and the primary fire station and public safety services. There are NO other support services in the Steinhatchee area.

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ☐ Yes ☒ No
- Please describe:

Though there is not a documented study, Steinhatchee is located more than 37 miles from other emergency support and response services.

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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18. Will the requested funds be used directly for services to citizens?    ☒ Yes    ☐ No

*Water projects skip to #19*

a. What are the activities and services that will be provided to meet the purpose of the funds?

The Fire Station will serve Steinhatchee as well as the south end of the County which encompasses approximately 400 sq. miles. In addition to fire protection services, the facility will house EMS and serve as a disaster recovery staging area. The facility will be constructed to hurricane standards to ensure for the continuity of operations.

b. Describe the direct services to be provided to the citizens by the funding requested.

Direct services will include fire protection, EMS services, and serve as a disaster recovery staging area. As Steinhatchee is more than 37 miles from the City of Perry and emergency support services, the community is self reliant during coastal events due to flooding and storm surge. Steinhatchee Fire Rescue and EMS frequently provide mutual aid to the community of Jena in adjacent Dixie Co.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Elderly persons                    | <input type="checkbox"/> Drug users (in health services)                                |
| <input checked="" type="checkbox"/> Persons with poor mental health    | <input type="checkbox"/> Preschool students   |
| <input checked="" type="checkbox"/> Persons with poor physical health  | <input type="checkbox"/> Grade school students  |
| <input type="checkbox"/> Jobless persons                               | <input type="checkbox"/> High school students   |
| <input checked="" type="checkbox"/> Economically disadvantaged persons | <input type="checkbox"/> University/College students                                    |
| <input type="checkbox"/> At-risk youth                                 | <input type="checkbox"/> Currently or formerly incarcerated persons                     |
| <input type="checkbox"/> Homeless                                      | <input type="checkbox"/> Drug offenders (in criminal Justice)                           |
| <input type="checkbox"/> Developmentally disabled                      | <input type="checkbox"/> Victims of crime   |
| <input checked="" type="checkbox"/> Physically disabled                | <input type="checkbox"/> General (The majority of funds will benefit no specific group) |
| <input checked="" type="checkbox"/> Other, please describe:            |   |

The facility will serve ALL citizens as well as those counties mutual aid is provided to.

d. How many in the target population are expected to be served?

>800

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health		
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality		
Protect the general public from harm (environmental, criminal, etc.)	The facility will provide adequate fire protection and emergency response services to the citizens of Steinhatchee as well as the south end of the County and those provided mutual aid in particular Dixie County. The facility will also serve as a disaster recovery staging area.	All emergency response calls are monitored and recorded. It is anticipated with adequate facilities emergency response times will be substantially reduced. As the facility will be constructed to hurricane standards, the facility will be ready to serve and respond at all times. Having adequate space and storage will extend the life of vehicles, equipment and emergency apparatus.

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions		
Increase or improve economic activity		
Increase tourism		
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe) Improve Emergency Services	The new facility will not only house fire rescue but also EMS. The facility will also serve as a public safety and disaster recovery staging area.	Improved emergency response times with first responders being located in one facility with adequate parking and storage for equipment. The hardened structure will ensure emergency services are available at all times and for the continuity of operations.

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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**The questions below are additional questions for water projects only**

20. Have you applied for alternative state funding?

- a. ☐ Wastewater Revolving Loan
- b. ☐ Drinking Water Revolving Loan
- c. ☐ Small Community Wastewater Treatment Grant
- d. ☐ Other (Please describe)
- e. ☐ N/A

21. What is the population economic status?

- a. ☐ Financially Disadvantaged Municipality
- b. ☐ Rural Area of Critical Economic Concern
- c. ☐ Rural Community Experiencing Economic Distress
- d. ☐ N/A

22. What is the status of construction?

- a. ☐ Ready
- b. ☐ Not Ready

23. What percentage of construction has been completed?

 %

24. What is the estimated completion date of construction?



# Attestation

## Appropriations Project Request

THE ATTESTATION SHOULD BE COMPLETED AND SIGNED BY THE PRINCIPAL OFFICER OF THE ORGANIZATION OR ENTITY FOR WHICH AN APPROPRIATIONS PROJECT REQUEST FORM WAS SUBMITTED. THE PRINCIPAL OFFICER IS THE INDIVIDUAL RESPONSIBLE FOR IMPLEMENTING THE DECISIONS OF THE GOVERNING BODY OF THE ORGANIZATION OR ENTITY OR FOR SUPERVISING THE MANAGEMENT, ADMINISTRATION, OR OPERATION OF THE ORGANIZATION OR ENTITY.

I am the Chairman (title of principal officer) of Taylor County Board of County Commissioners (organization or entity) for which an Appropriations Project Request Form was submitted. I have read such Form # \_\_\_\_\_ as published on the Florida House of Representatives website, and I verify that I am fully informed as to the information therein. I declare that all such information is true and accurate OR ☒ (check if correction attached) is true and accurate as corrected in the attached statement. I am authorized on behalf of the organization or entity listed above to and do consent to investigation of such information and any matter relevant thereto. I agree to provide all documents and other information requested by the House of Representatives as part of such investigation, including information that may be requested on the organization, ownership, and any beneficiary of the organization or entity on whose behalf project funding has been requested.

If any inaccuracies in the information contained in the Appropriations Project Request Form come to my attention, I agree to promptly contact the House Appropriations Committee.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print name: Jamie English Entity name: Taylor County BOCC

Date: January 17, 2023 Signed: \_\_\_\_\_

**The completed and signed attestation, as well as any subsequent letters of correction, should be e-mailed to the House Sponsor.**

Enter House Sponsor e-mail

SEND





# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

1. **Project Title**
2. **Senate Sponsor**
3. **Date of Request**

4. **Project/Program Description**

The Shady Grove project will be the construction of a two bay fire station with storage and living quarters. The facility will be located on land owned by the County. The facility will have sufficient parking for firefighters and emergency response personnel. The site will also serve as a disaster recovery staging area.

5. **State Agency to receive requested funds**
- State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2023-2024**

Type of Funding	Amount
Operations	<input type="text"/>
Fixed Capital Outlay	<input type="text" value="2,000,000"/>
<b>Total State Funds Requested</b>	<b><input type="text" value="2,000,000"/></b>

7. **Total Project Cost for Fiscal Year 2023-2024 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	<input type="text" value="2,000,000"/>	<input type="text" value="100.0"/> %
<b>Matching Funds</b>		
Federal	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
State (excluding the amount of this request)	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Local	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Other	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
<b>Total Project Costs for Fiscal Year 2023-2024</b>	<b><input type="text" value="2,000,000"/></b>	<b><input type="text" value="100.0"/> %</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

8. Has this project previously received state funding? ☐ Yes ☒ No  
If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a fiscally constrained County, there are no other funds available for the facility. Taylor County is a designated RAO and REDI community.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M which was used for public safety payroll costs and the purchase of PPE and associated supplies. The County will be receiving American Rescue Plan funding and anticipates using those funds for critically needed stormwater projects.

### Complete questions 11 and 12 for Fixed Capital Outlay Projects

#### 11. Status of Project

- a. What is the current phase of the project? ☒ Planning ☐ Design ☐ Construction
- b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☒ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of County Commissioners will own, maintain and operate the facility. Taylor County will provide the land for the Shady Grove Fire Rescue and Public Safety facility.



# The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

## 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs: Other</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funding will be used for the construction of the Shady Grove Fire Rescue & Public Safety facility. Taylor County will provide the land for the facility and all project management services required for the construction.	2,000,000
<b>Total State Funds Requested (must equal total from question #6)</b>		2,000,000



## The Florida Senate Local Funding Initiative Request Fiscal Year 2023-2024

### 14. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

A fire station with two bays, storage, and living quarters will be constructed. Currently, Shady Grove Fire Rescue is located in a small, older shed like structure which does not have storage for equipment. There is currently no adequate parking, and there are no living quarters. The north end of the County does not have a disaster recovery staging area and the new facility will also provide those services if needed.

b. What activities and services will be provided to meet the intended purpose of these funds?

The Fire Station will provide the facilities and resources for improved fire protection and emergency response services for the Shady Grove community and the north end of the County. In addition, mutual aid is provided to the adjacent counties of Madison and Jefferson which will also benefit from the fire station and public safety facility. The new fire station will substantially reduce emergency response times. Shady Grove is located 16.6 miles from the County's main fire station which currently provides the majority of fire protection and emergency support for Shady Grove and the north end of the County.

c. What direct services will be provided to citizens by the appropriation project?

Substantially improved response times for fire protection and emergency support services. In addition, the north end of the County will have a facility equipped to handle disaster recovery services.

d. Who is the target population served by this project? How many individuals are expected to be served?

The Shady Grove Community as well as the north end of the County are the target population. Madison and Jefferson County who mutual aid is provided to will also benefit. Approximately 3,500 citizens over 200 sq. miles will be served by the new facility.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

All emergency calls are recorded and monitored. One of the expected outcomes of the project will be substantially reduced response times which will be simple to track and document. Another outcome will be the extended life of vehicles, equipment, and emergency apparatus with adequate storage and protection from inclement weather. There is no disaster recovery area at the north end of the County and the new station will provide this service if so needed.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Taylor County is ready to move forward with the project. All deliverables and performance measures will be met per contract timelines and requirements. The County already owns the land where the structure will be located. The County will be providing all project management services.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☒ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.





# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2023-2024

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

**19. What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

*The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.*

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

### For projects meeting the definition of House Rule 5.14

*Only Members of the Florida House of Representatives can officially submit an Appropriations Project Request*  
 Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information provided in the request will be posted on the House website and available for public review if an Appropriations Project Request is published by a Representative.

1. **Title of Project:**
2. **Date of Submission:**
3. **House Member Sponsor:**

4. **Details of Amount Requested:**

- a. Has funding been provided in a previous State budget for this activity? ☐ Yes ☒ No
- b. What is the most recent fiscal year the project was funded?
- c. Were the funds provided in the most recent fiscal year subsequently vetoed? ☐ Yes ☒ No
- d. Complete the following Project Request Worksheet to develop your request.

If vetoed, check if recurring and/or nonrecurring funds: ☐ Recurring ☐ Nonrecurring

FY:	Input Prior Year Appropriation for this project for FY 2022-23 <i>(If appropriated in FY 2022-23 enter the appropriated amount, even if vetoed.)</i>			Develop New Funds Request for FY 2023-24 <i>(Requests for additional RECURRING funds in Column E are prohibited.)</i>		
Column:	A	B	C	D	E	F
Funds Description	Prior Year Recurring Funds	Prior Year Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Recurring Base Budget + Additional Nonrecurring
Input Amounts			0	0	2,000,000	2,000,000



# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

e. Provide the total cost of the project for FY 2023-24 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	% of Total	Are the other sources of funds guaranteed in writing?	
1. Amount Requested from the State in this Appropriations Project Request	2,000,000	100.0 %		
2. Federal	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
3. State (Excluding the requested Total Amount in #4d, Col F)	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
4. Local	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
5. Other	<input type="text" value="0"/>	<input type="text" value="0.0 %"/>	<input type="radio"/> Yes	<input type="radio"/> No
<b>TOTAL</b>	2,000,000	100.0 %		

5. Is this a multi-year project requiring funding from the state for more than one year? ☐ Yes ☒ No

a. How much state funding would be requested after 2023-24 over the next 5 years?

b. How many additional years of state support do you expect to need for this project?

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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6. Which is the most appropriate state agency to place an appropriation for the issue requested?

Department of Agriculture and Consumer Services

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? ☒ Yes ☐ No
- b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

All performance measures and deliverable will be met within contract and agency guidelines. The County will be providing all engineering and project management services. The County already owns the land where the new facility will be located.

7. Requester:

- a. First Name: LaWanda Last Name: Pemberton
- b. Organization: Taylor County Board of County Commissioners
- c. Email: LPemberton@taylorcountygov.com
- d. Phone #: (850) 843-5381

8. Contact for questions about specific technical or financial details about the project.

- a. First Name: LaWanda Last Name: Pemberton
- b. Organization: Taylor County Board of County Commissioners
- c. Email: LPemberton@taylorcountygov.com
- d. Phone #: (850) 843-5381

9. If there is a registered lobbyist working to secure funding for this project, fill out the information below. If not, click None ☐

- a. First Name: Not Applicable Last Name:
- b. Firm:
- c. Email:
- d. Phone #:

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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**10. Organization or Name of entity receiving funds:**

a. Name: Taylor County Board of County Commissioners

b. County (County where funds are to be expended) Taylor

c. Service Area (Counties being served by the service(s) provided with funding)

Taylor County , the Big Bend Region and counties which receive mutual aid (Madison & Jefferson)

**11. What type of organization is the entity that will receive the funds?**

Local Government

If other, please describe:

**12. What is the specific purpose or goal that will be achieved by the funds being requested?**

The goal is the construction of a two bay fire station with storage and living quarters. The facility will be located on land owned by the County. The facility will have sufficient parking for firefighters and emergency response personnel. The site will also serve as a disaster recovery staging area. As a rural, fiscally constrained area, the County does not have funding available for the much needed station. The County is a designed RAO and REDI community.

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Total should equal 4d, Col. E) Enter '0' if request is zero for the category
<b>Administrative Costs</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salaries and Benefits		
Expenses/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation</b>		
Construction/Renovation/Land/Planning Engineering	All funds will be used for the construction of the fire station/public safety facility. The County will be providing engineering and project management services as well as the land the facility will be located on.	2,000,000
<b>Total Requested</b>		2,000,000

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

Local Government

If other, please describe:

100 maximum characters allowed

15. Is the project request an information technology project? ☐ Yes ☒ No *Water projects skip to #16*
- a. Will this information technology project be managed within a state agency to support state agency program goals? ☐ Yes ☐ No

- b. What is the total cost (all years) to design and build the project?

- c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

- d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? ☐ Yes ☒ No

- e. What are the specific business objectives or needs the IT project is intended to address?

400 maximum characters allowed

- f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

100 maximum characters allowed

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support? ☒ Yes ☐ No

Please describe:

The County is requesting funding for the project based on public input and the expressed need for the facility. Shady Grove is located more than 16.6 miles from the County's primary fire station and emergency support services. The new station has been discussed in numerous public meetings, the last of which was December 4, 2022.

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? ☐ Yes ☒ No

Please describe:

Though there is no documented studies, as an outlying area in a fiscally constrained County, Shady Grove does not currently have an "official" fire station. Providing adequate fire protection and emergency support services to the north end of the County and the community of Shady Grove is critical to public welfare. In the past few years, there has been substantial growth in the area.

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

18. Will the requested funds be used directly for services to citizens?

☒ Yes ☐ No

*Water projects skip to #19*

a. What are the activities and services that will be provided to meet the purpose of the funds?

Improved fire protection and emergency response services. A substantial reduction in emergency response times is anticipated. The site will also be able to serve as a disaster recovery area if so needed.

b. Describe the direct services to be provided to the citizens by the funding requested.

Substantially improved fire protection and emergency response services.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Elderly persons                    | <input type="checkbox"/> Drug users (in health services)                                |
| <input checked="" type="checkbox"/> Persons with poor mental health    | <input type="checkbox"/> Preschool students   |
| <input checked="" type="checkbox"/> Persons with poor physical health  | <input type="checkbox"/> Grade school students  |
| <input type="checkbox"/> Jobless persons                               | <input type="checkbox"/> High school students   |
| <input checked="" type="checkbox"/> Economically disadvantaged persons | <input type="checkbox"/> University/College students                                    |
| <input type="checkbox"/> At-risk youth                                 | <input type="checkbox"/> Currently or formerly incarcerated persons                     |
| <input type="checkbox"/> Homeless                                      | <input type="checkbox"/> Drug offenders (in criminal Justice)                           |
| <input type="checkbox"/> Developmentally disabled                      | <input type="checkbox"/> Victims of crime   |
| <input checked="" type="checkbox"/> Physically disabled                | <input type="checkbox"/> General (The majority of funds will benefit no specific group) |
| <input checked="" type="checkbox"/> Other, please describe:            |   |

The facility will provide fire rescue , emergency response , and public safety services.

d. How many in the target population are expected to be served?

>800

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve physical health		
Improve mental health		
Enrich cultural experience		
Improve agricultural production/ promotion/education		
Improve quality of education		
Enhance/preserve/improve environmental or fish and wildlife quality		
Protect the general public from harm (environmental, criminal, etc.)	The facility will provide for adequate and improved fire protection and emergency response services to the community of Shady Grove and the north end of the County. The facility will benefit counties mutual aid is provided to. The site will also serve as a disaster recovery area if so needed.	All fire and emergency response calls are recorded and monitored. It is anticipated response times will be substantially reduced . In addition, having adequate space and storage will extend the life of fire rescue vehicles, equipment, and emergency apparatus.



# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Improve transportation conditions		
Increase or improve economic activity		
Increase tourism		
Create specific immediate job opportunities		
Enhance specific individual's economic self sufficiency		
Reduce recidivism		
Reduce substance abuse		

# The Florida House of Representatives

## Appropriations Project Request - Fiscal Year 2023-24

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
Divert from Criminal/ Juvenile Justice System		
Improve wastewater management		
Improve stormwater management		
Improve groundwater quality		
Improve drinking water quality		
Improve surface water quality		
Other (Please describe)		
Improve Emergency Services	The new facility will provide the facilities and resources needed to greatly improve emergency response times and services.	Improved fire rescue and emergency services with reduced response times. The site will also serve as a disaster recovery area if so needed.

**The Florida House of Representatives**  
**Appropriations Project Request - Fiscal Year 2023-24**

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**The questions below are additional questions for water projects only**

20. Have you applied for alternative state funding?

- a. ☐ Wastewater Revolving Loan
- b. ☐ Drinking Water Revolving Loan
- c. ☐ Small Community Wastewater Treatment Grant
- d. ☐ Other (Please describe)
- e. ☐ N/A

21. What is the population economic status?

- a. ☐ Financially Disadvantaged Municipality
- b. ☐ Rural Area of Critical Economic Concern
- c. ☐ Rural Community Experiencing Economic Distress
- d. ☐ N/A

22. What is the status of construction?

- a. ☐ Ready
- b. ☐ Not Ready

23. What percentage of construction has been completed?

 %

24. What is the estimated completion date of construction?



# Attestation

## Appropriations Project Request

THE ATTESTATION SHOULD BE COMPLETED AND SIGNED BY THE PRINCIPAL OFFICER OF THE ORGANIZATION OR ENTITY FOR WHICH AN APPROPRIATIONS PROJECT REQUEST FORM WAS SUBMITTED. THE PRINCIPAL OFFICER IS THE INDIVIDUAL RESPONSIBLE FOR IMPLEMENTING THE DECISIONS OF THE GOVERNING BODY OF THE ORGANIZATION OR ENTITY OR FOR SUPERVISING THE MANAGEMENT, ADMINISTRATION, OR OPERATION OF THE ORGANIZATION OR ENTITY.

I am the Chairman (title of principal officer) of Taylor County Board of County Commissioners (organization or entity) for which an Appropriations Project Request Form was submitted. I have read such Form # \_\_\_\_\_ as published on the Florida House of Representatives website, and I verify that I am fully informed as to the information therein. I declare that all such information is true and accurate OR ☒ (check if correction attached) is true and accurate as corrected in the attached statement. I am authorized on behalf of the organization or entity listed above to and do consent to investigation of such information and any matter relevant thereto. I agree to provide all documents and other information requested by the House of Representatives as part of such investigation, including information that may be requested on the organization, ownership, and any beneficiary of the organization or entity on whose behalf project funding has been requested.

If any inaccuracies in the information contained in the Appropriations Project Request Form come to my attention, I agree to promptly contact the House Appropriations Committee.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.


Print name: Jamie English Entity name: Taylor County BOCC

Date: January 17, 2023 Signed: \_\_\_\_\_

**The completed and signed attestation, as well as any subsequent letters of correction, should be e-mailed to the House Sponsor.**

Enter House Sponsor e-mail

SEND

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b> 	Board to review and approve the Federal Aviation Administration (FAA) grant pre-application documents requesting funding assistance for the design of seven (7) 120 ft. high Apron High Mast Lights at Perry-Foley Airport in the amount of \$99,000.
<b>MEETING DATE REQUESTED:</b>	January 17, 2023

**Statement of Issue:** Board to review and approve the FAA grant pre-application documents for the design of seven (7) 120 ft. high Apron High Mast Lights at Perry-Foley Airport. These lights will illuminate the entire apron area at the Airport.

**Recommended Action:** Approve grant pre-application documents for the Apron High Mast Light Design Project at Perry-Foley Airport.

**Fiscal Impact:** The County is requesting funding assistance in the amount of \$99,000 from FAA. The project has a total cost of \$110,000. If awarded the FAA grant, FDOT Aviation will fund \$11,000. The County is requesting the waiver of match under the Rural Economic Development Initiative (REDI). The project will be 100% grant funded if approved.

**Budgeted Expense:** Y/N Not applicable at this time.

**Submitted By:** Melody Cox, Grants Writer

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** If the pre-application is approved by FAA, the actual grant application will be submitted in April 2023. This phase of the project is for design only. A second application will be submitted for the actual construction and installation of the lights. The High Mast Lights will illuminate the entire general aviation apron area. Due to limited FAA funding availability, this project will replace the pending apron realignment project. The apron realignment project will move forward at a later date based on funding availability.

**Attachments:**

**FAA Pre-Application documents**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 6 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

January 17, 2023

Mr. Stephen Wilson  
Planner  
Federal Aviation Administration  
Orlando Airports District Office  
SouthPark Building  
8427 SouthPark Circle, Suite 524  
Orlando, FL 32819

Dear Mr. Wilson,

Subject: Perry Foley Airport; Perry, Florida  
FY 2023 Airport Improvement Program

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the 2023 AIP pre-application for the following project:

1. Apron High Mast Lights (Design Only)

The following items are enclosed for the above project in the grant pre-application:

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
  - Description and Justification (scope of work for planning or environmental projects)
  - Project Funding
  - Project Preliminary Checklist
  - Proposed Project Schedule
  - Project Sketch
- ✓ Environmental Determination Documentation for each project

At this time, we are requesting \$99,000.00 in FAA entitlement funds. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed project. An application based on bids is expected to be submitted to the ADO by mid-April or the established deadline issued by your office.

Sincerely,

Ms. LaWanda Pemberton  
County Administrator





**Federal Aviation Administration (FAA)**  
**Orlando Airports District Office**

## Airport Grant Pre-application Checklist

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

Airport: Perry Foley Airport  
Sponsor: Taylor County, Florida  
City, State: Perry, Florida  
Date of Pre- Application: January 10, 2023

- ☐ **We do not plan on having a project this fiscal year. The FAA is authorized to carry our entitlements into the next fiscal year. (If checked, skip below pre-application checklist, sign/date and return to ADO)**

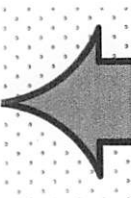
**Items Required with Pre-application** (select N/A only if applicable to the project)

No.	Document	Yes	N/A
1.	Cover Letter	<input checked="" type="checkbox"/>	
2.	Detailed Project Information Sheet (per project item)	<input checked="" type="checkbox"/>	
a.	Project Description and Justification ( <i>for Planning or Environmental Projects include Scope of Work</i> )	<input checked="" type="checkbox"/>	
b.	Special Circumstances	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.	Project Funding (be aware of your federal funding entitlement dollars)	<input checked="" type="checkbox"/>	
d.	Project Cost Estimate	<input checked="" type="checkbox"/>	
e.	Project Preliminary Checklist	<input checked="" type="checkbox"/>	
f.	Proposed Project Schedule	<input checked="" type="checkbox"/>	
g.	Project Sketch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Environmental Determination Documentation (per project item)	<input checked="" type="checkbox"/>	

\_\_\_\_\_  
Sponsor's Designated Official Representative (*Type or Print*)

\_\_\_\_\_  
Sponsor's Designated Official Representative (*Signature*)

\_\_\_\_\_  
Date



The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. This checklist was created by the Orlando ADO for Florida airport sponsors to submit in lieu of SF 424, 5100-100 / 101 (OMB 4040-004, 2120-0569) in order to simplify the AIP pre-application package. **Note SF 424 and the 5100 forms are still required components of the AIP APPLICATION package.**

**Project No. 1: Detailed Project Information Sheet**  
**Airport Improvement Program (AIP)**

Airport : Perry Foley Airport (FPY)  
City, ST: Perry, Florida  
DUNS / TAX ID No. 065887796 / 59-6000879  
SAM Expiration Date:  
Project Title: Apron High Mast Lights (Design Only)

**Project Description:**

This project will prepare design documents and provide bid phase services to install approximately seven 120-ft high-mast lights along the east, north, and west edges of the general aviation apron at Perry Foley Airport. These lights are needed to provide adequate light levels over the apron, including the fuel farm, aircraft tie-downs, terminal, and commercial and t-hangars, for aircraft movements at night,

**Project Justification:**

The general aviation apron has no lighting to accommodate night aircraft movements. These lights are needed to provide safe movements and enhance safety at the airport.

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

☒ Yes ☐ No (explain below)

N/A

**Special Circumstances (check if applicable to the project):**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Force Account Services      | <input type="checkbox"/> Benefit Cost Analysis | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> Mods. To Standards          | <input type="checkbox"/> Design-build or CMR   | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> AIP eligible & non-eligible | <input type="checkbox"/> Exceeds FAA Stds.     | <input type="checkbox"/> [Enter Other] |

None.

**Project Funding:**

Total Cost (100%)	FAA Share (90%)	State (10%)	Local (0%)
\$110,000.00	\$99,000.00	\$11,000.00	\$0

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
NP2020	\$ 150,000	\$ 99,000	\$ 51,000
Total	\$ 150,000	\$ 99,000	\$ 51,000

Alternate Funding Plan: Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.

**Project Cost Estimate Breakdown:**

Apron High Mast Lights (Design Only)	Cost (100%)	FAA (90%)
Design and Bid Phase Services	\$ 110,000.00	\$ 99,000.00
Subtotal Amount	\$ 110,000.00	\$ 99,000.00
Total Estimated Project Cost (100%)	\$ 110,000.00	
Total FAA Share Cost (90%)	\$ 99,000.00	

*\*NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

**Project Preliminary Checklist:**

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	8/15/2017	
Date of last 5010, Airport Master Record verification for data corrections.	12/30/2021	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	8/15/2017	
Date of Environmental Determination	On Going	
Date of last Airport Pavement Maintenance Program.	6/2/2021	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project #1: Apron High Mast Lights (Design Only)

**PROPOSED PROJECT SCHEDULE**

<b><u>Proposed Project Schedule:</u></b>	<b><u>Dates:</u></b>
Selection of Consultant	11/28/2022
Pre-Application Submittal to FAA ADO Planner	1/17/2023
Pre-design Conference	4/1/2023
CSPP and Airspace Coordination in iOE/AAA <sup>1</sup>	6/1/2023
Completion of Plans, Specifications and Engineers Report	11/1/2023
Submit Plans and Specs to FAA <sup>2</sup>	11/1/2023
Advertisement of Project for Bids	FY2024
Bid Opening	FY2024
Bid Tabulation Submittal and Recommendation of Award	FY2024
Application Submittal to FAA ADO Engineer	FY2024
Grant Offer	FY2024
Execution of FAA Grant	FY2024
Pre-construction Conference	FY2024
Notice to Proceed to Contractor <sup>3</sup>	FY2024
Substantial Completion of Construction	FY2024
Final Inspection	FY2024
Project Close-Out <sup>4</sup>	FY2024

**= To be coordinated with the ADO Engineer prior to grant application submittal.**

<sup>1</sup> Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

<sup>2</sup> For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing / prorating all non-AIP eligible bid items identified prior to grant execution.

<sup>3</sup> Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

<sup>4</sup> Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

**FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)  
SHORT FORM**

Airport: Perry Foley Airport Project Title: Apron High Mast Lights (Design Only)

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.** 5-6.3(b)

**List** all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

**Certify** that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

\_\_\_\_\_  
Signature of Authorized Airport Representative Date

FAA Determination (signature of Program Manager):

Categorically Excluded: \_\_\_\_\_ Date: \_\_\_\_\_

Requires further environmental analysis: \_\_\_\_\_ Date: \_\_\_\_\_

# CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: **Perry Foley Airport**

Prepared and certified by: John Collins, P.E.

Date: January 10, 2023

	YES**	NO	COMMENTS
<b>THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED</b>			
<b>THE PROPOSED ACTION CONSISTS OF:</b>			
Helicopter facilities or operations		x	
Land acquisition		x	
New airport serving general aviation		x	
Access or service road construction		x	
New airport location		x	
New runway		x	
Runway extension, strengthening, reconstruction, resurfacing or widening		x	
Converting prime or unique farmland		x	
Runway Safety Area (RSA) improvements		x	
ILS or ALS installation		x	
Airport development (hangars, terminal expansion)		x	
On-airport aboveground or underground fuel storage tanks		x	
Construction, reconstruction, or relocation of an ATCT		x	
<b>THE PROPOSED ACTION WILL AFFECT:</b>			
Historic/Archeological/Cultural Resources		x	
Section 4(f) or 6(f) resources		x	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		x	
Federal, state, tribal, or local natural, ecological, or scenic resources		x	
Wetlands, floodplains, waterways		x	
Energy supply or natural resources		x	
Protected rivers or river segments		x	
Established community(s), planned development, or plans/goals adopted by the local community		x	
Surface vehicular traffic (reduce LOS)		x	
Air quality or violate Federal, state, tribal or local standards		x	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		x	
<b>THE PROPOSED ACTION IS LIKELY TO:</b>			
Be Highly Controversial on Environmental Grounds		x	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		x	
Cause residential or business relocations		x	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		x	
Cause Environmental Justice Impacts		x	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		x	
Create a Wildlife Hazard per AC 150/5200-33		x	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		x	

\*\* Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

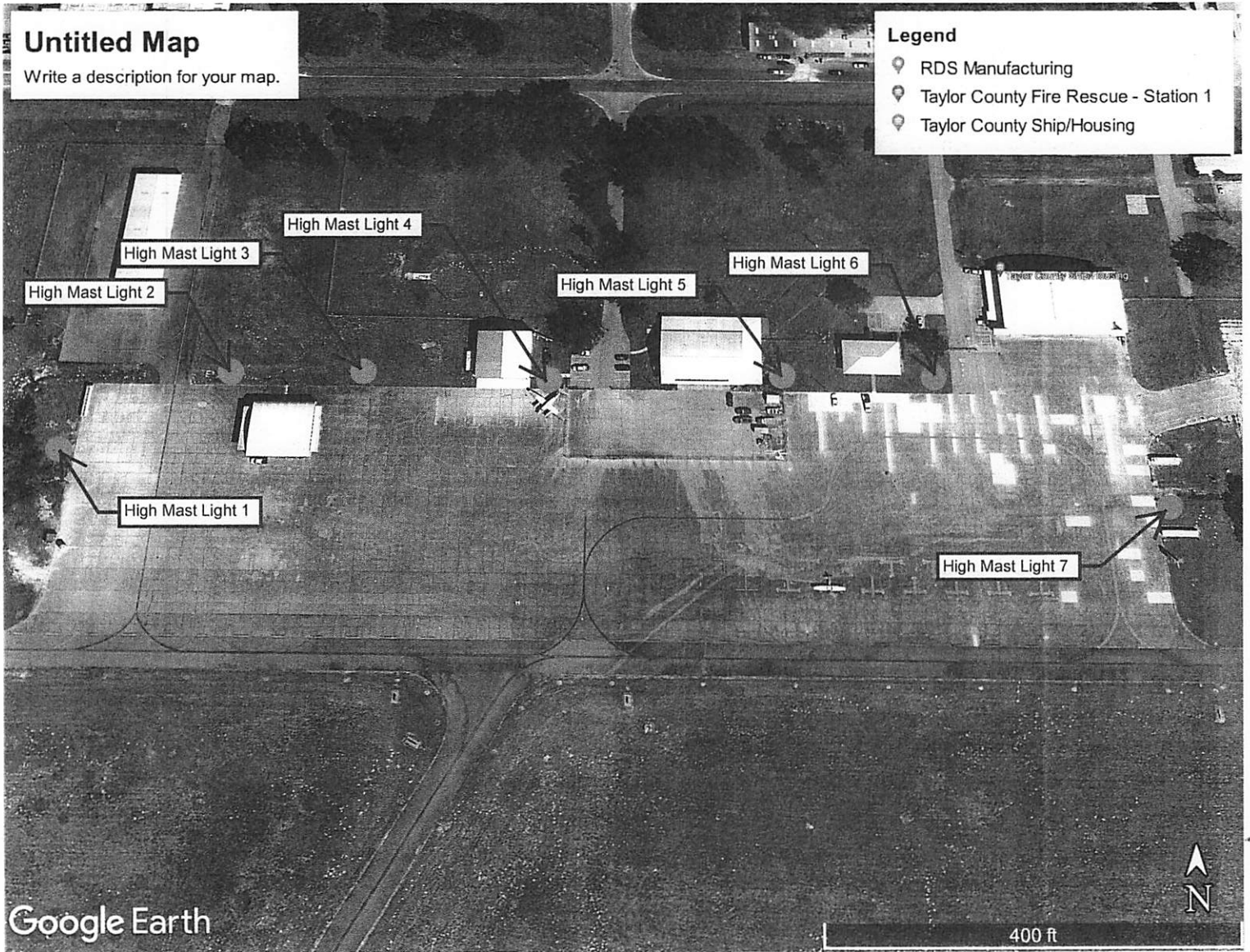


## Untitled Map

Write a description for your map.

### Legend

- 📍 RDS Manufacturing
- 📍 Taylor County Fire Rescue - Station 1
- 📍 Taylor County Ship/Housing





## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



The County Administrator to present the Annual Status Report for Economic Ad Valorem Tax Exemption for Super-Pufft Snacks USA.

**MEETING DATE REQUESTED:**

January 17, 2023

**Statement of Issue:** To provide a report of compliance with the definition of business expansion as needed for annual eligibility determination for ad valorem tax exemption.

**Recommended Action:** Receive report

**Fiscal Impact:** \$177,050.92

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** 850-838-3500 ext. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Super-Pufft USA applied for Economic Development Ad Valorem Tax Exemption in 2019, anticipating a 20 million dollar capital investment in 2 years and the creation of 100 plus jobs in 5 years. Per the submitted report Super-Pufft has purchased new equipment and added approximately 338 new jobs since 2019.

**Options:** Continue/Not Continue Ad-Valorem exemption

**Attachments:** Original Application  
2022 Annual Status Report  
Ordinance 2019-01  
Emails from Shawna Beach, Property Appraiser



# NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

## Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant: Super-Pufft Snacks USA, Inc  
Address: 700 Lance Dr W  
Perry, FL 32348  
Phone: 786-239-2533  
Fax:  
Contact Person: Mahmoud Armouch

**Applicant is (check all that apply, but at least one, and describe below how Applicant meets the checked criteria):**

- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
- ☐ Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
- ☐ Is a target industry business as defined in s. 288.106(2)(q);
- ☐ A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the

*(Attach additional pages and documents as you deem necessary)*

facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

☐ An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.

☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.

☐ A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.

☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.

☒ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

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**Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption.**

The name and location of the new business or the expansion of an existing business is:

700 Lance Dr W

Perry, FL 32348

The improvements to real property for which an exemption is requested are described as, and the date of commencement of construction of such improvements are:

Improvement to existing facility & construction of new facility

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The tangible personal property for which an exemption is requested is described as, and the dates when such property was or is to be purchased is:

Purchase of new manufacturing equipment. Purchases are proposed to start sometime in 2019 and continue until proposed project is completed.

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The following can serve as proof that the Applicant is a new business or an expansion of an existing business:

Attached map showing facility is located within an area that was designated as an enterprise zone as of 12/31/2015.

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TCDA can also validate zone boundary.

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The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time:

If project proceeds, applicant would expect to increase net employment by at least 100 full time jobs over the next 5 years.

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Average wage will be in excess of \$30,000 per year.

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The expected time schedule for job creation is:

Jobs would be created over a five year period, starting in 2019/2020  
and continuing until completed.

The anticipated number of employees of the business is:

The business would anticipate total employment of over 150 FTE

The expected numbers of employees of the business who will reside in Taylor County is:

The business anticipates that over 90% if the employees would reside  
within Taylor County

The average wage of the employees of the business is or will be:

The average wage of the business would be in excess of 30,000

The type of industry or business is or will be:

The business is a manufacturer of snack products

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The environmental impact of the business is or is expected to be:

Waste Water Treatment Current Permit with DACS is in force.

No anticipated would require increased or further environmental permitting

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The anticipated volume of business or production is:

Production would increase to approximately 16,000 lbs per hour

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Would relocation or expansion of the business occur or have occurred without the exemption?

Expansion is dependent on approval of a combination of local, state, and federal incentives, including the exemption. Lack of exemption would

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greatly affect decision and could jeopardize the project

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Is (or will it be) the business located within an enterprise zone or redevelopment area?

The business is currently located within an enterprise zone and the proposed expansion would take place on the same parcel of land

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What is the cost and demand for services or product produced by the business?

Average cost per unit is \$.80 and demand for product is strong due to the increased prominence of private label snacks in retail environments.

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What is (or will be) the source of supplies of the business and will other businesses in the county will be used to meet the supply demands of the business?

While most raw materials are not available within the county, other supplies that are available will be sourced from local suppliers when possible.

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For any construction, local resources will be encouraged to bid on the project and, when feasible, will be given preference.

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



Printed Name: Mahmoud Armouch

On behalf of: Super-Pufft Snacks USA, Inc

Date: 12/09/2018

#### **CERTIFICATION**

I hereby certify that the foregoing Application for Economic Development Ad Valorem Property Tax Exemption was submitted to the Taylor County Development Authority on the date below.

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

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

ORDINANCE NO. 2019-01

AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO SUPER-PUFFT SNACKS USA, INC. CORPORATION OF THE STATE OF FLORIDA; SPECIFYING THE ITEMS EXEMPTED; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF F.S. 196.012; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, economic development and the creation of jobs are priorities of the Taylor County Board of County Commissioners; and

**WHEREAS**, the citizens of Taylor County voted to authorize the Board of County Commissioners to provide economic incentives to new and/or expanding businesses in the November 2018 election; and

**WHEREAS**, SUPER-PUFFT SNACKS, USA, INC., has requested that the Taylor County Board of County Commissioners exempt ad valorem taxes for its improvement to its existing facility and construction of new facility and new manufacturing equipment, in Perry; and

**WHEREAS**, SUPER-PUFFT SNACKS, USA, INC., anticipates a minimum of \$20,000,000 in capital investment at their Perry facility during the next two<sup>(5)</sup> years, and

**WHEREAS**, SUPER-PUFFT SNACKS, USA, INC., anticipates a minimum of 100 quality jobs to be created at their Perry facility during the next five<sup>(5)</sup> years, and

**WHEREAS**, the Property Appraiser has provided the Taylor County Board of County Commissioners with its report as required by Chapter 196.1995(9) F.S.; and

**WHEREAS**, It has been determined that SUPER-PUFFT SNACKS, USA, INC., meets the requirements of Chapter 196.016 F.S., expansion of an existing business in Taylor County.

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, as follows:**

**SECTION 1.** The Ordinance shall create Ad Valorem Tax Exemption for SUPER-PUFFT SNACKS, USA, INC.

**SECTION 2.** An Economic Development Ad Valorem Tax Exemption is hereby granted to SUPER-PUFFT SNACKS, USA, INC., locating in Taylor County, at 700 Lance Drive West, Perry, Florida 32348.

(a) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal year is \$9,729,240.00. \$6,505.00 is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.

(b) The tax exemption hereby granted shall be for a term of 10 years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting 9 additional years thereafter, for 75% annually of the increase in taxes due to the existing facility and the construction of the new facility.

(c) In accordance with the findings of the Board of County Commissioners and the Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by Chapter 196.012, Florida Statutes.

(d) SUPER-PUFFT SNACKS, USA, INC., shall submit to the County an annual report providing evidence of continued compliance with the definition of a new business or an expansion of an existing business for each of the ten years during which SUPER-PUFFT SNACKS, USA, INC., is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the County Administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that SUPER-PUFFT SNACKS, USA, INC., no longer meets the criteria of Chapter F.S. 196.012, the County Administrator shall make a report to the Board of County Commissioners for consideration of revocation of this ordinance granting the tax exemption. The Board reserves the right to reduce the percentage of the exemption of SUPER-PUFFT SNACKS, USA, INC.

**SECTION 3. Severability.** If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. Effective Date.** This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

**PASSED AND ADOPTED** in regular session this 10<sup>th</sup> day of April, 2019.



ATTEST:

Annie Mae Murphy  
ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: Pam Feagle  
PAM FEAGLE, Chairperson

Sec. 70-41. - All exemptions granted are conditional.

All exemptions granted pursuant to this article shall be conditioned upon the applicant maintaining the new business or the expansion of an existing business, as defined in section 70-35, for the duration of time in which the exemption was granted. In addition the application is conditioned upon the applicant submitting an annual report to the commission evidencing the satisfaction of this condition. The report shall be on a form adopted by the county. The report shall be received by the commission no later than January 31 of each year. The applicant shall also submit any other information or reports as the commission deems reasonably necessary for purposes of determining whether the applicant is complying with the terms, conditions, and intent and purpose of this article, the terms and conditions of the ordinance granting the exemption, and any representations made in the application process.

(Ord. No. 2009-08, § 11, 5-4-2009)



MALCOLM PAGE  
District 1

JIM MOODY  
District 2

SEAN MURPHY  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY

### BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

### Annual Status Report for Economic Ad Valorem

#### Tax Exemption Programs

Business Name /DBA: Super-Pufft Snacks USA, Inc.

Address : 700 SuperPufft St, Perry, FL 32348

Phone: (850) 371-5364

Contact Person: Walid Amroush, Vice President

Please list all improvements to real property for which the ad valorem tax exemption was granted and when the construction of improvements and/or purchases of tangible personal property was completed:

The tax exemption assisted in purchase of new equipment for an addition of a production line for the manufacturing of a different line of chips that had not been previously produced at the facility as well as the construction and completion of a new warehouse for storage of finished product. These additions to the facility had directly impacted the need for additional employees to operate these lines.

Employees that are currently working are also receiving additional training to operate this more highly technological and sophisticated equipment thus maintaining a contingent of people from Taylor County in the workforce, as well as offering more skilled jobs to those already employed. These improvements and purchases began in July 2019 and are still being implemented and have resulted in approximately 338 new jobs, 140 this period.

What is the number of jobs created for the tax exemption granted? Please complete and attach Appendix A:

A total of 338 jobs, an additional 140 jobs this period

What is the total number of employees for company and what percentage of these employees reside in Taylor County ?

338 full-time employees/staffing agency employees (140 this period), 92% reside in Taylor County

What is the type of industry or business ? :

Manufacturing and production of food products

What is the environmental impact of this business ?:

Small environmental impact due to procedures put in place to clean air. We have an on-site Waste Water Treatment Facility.

What is the actual volume of business or production ? :

42,000,000 pounds of salty snacks produced annually

What is the source of supplies of the business and are other business within Taylor County used to meet the supply demands of the business ?:

Multiple business and vendors in Taylor County are used to assist in manufacturing and entertainment of clients and visitors. Businesses include: WalMart, Murphy's, Gulf Coast Plumbing, Ragan's Ace Hardware, Stone Home Center, Ware Oil, AirGas, Fastenal, Florida Drug Screening, Backdoor Bistro, Johnson's Bakery, Mama's Italian Restaurant and Subway – to name a few.

Signature: 

Printed Name : Randall Wieck

On behalf of : Walid Amroush, Vice President

Date: January 11, 2023



## APPENDIX A

Please list all full time positions that were added and are currently filled by the economic incentive project.

Job Title	# of Positions	Date Position Created	Annual Salary per Job	Annualized Average Value of Benefits per Job	Benefits Included
PMO (Packaging Machine Operator)	15	7/2019 – 12/2022	\$37,000	\$5,000	Yes
Packaging Specialist (product mixer)	10	1/2021	\$27,000	\$5,000	Yes
Seasoner	15	7/2019 – 12/2022	\$37,000	\$5,000	yes
Mover (forklift, pallet jack)	6	7/2019 – 12/2022	\$40,000	\$5,000	yes
Production Supervisor	4	7/2019 – 12/2022	\$70,000	\$5,000	yes
Shift Manager	2	1/2022 – 12/2022	\$85,000	\$5,000	yes

TPM (Total Productive Maintenance)	4	7/2019 – 12/2022	\$55,000	\$5,000	Yes
Maintenance Mechanic	8	7/2019 – 12/2022	\$60,000	\$5,000	Yes
Can Maker	6	7/2019 – 12/2022	\$40,000	\$5,000	Yes
Cooks	4	7/2019 – 12/2022	\$40,000	\$5,000	Yes
Hastamat Operator	6	7/2019 – 12/2022	\$45,000	\$5,000	Yes
Packaging Operator	4	7/2019 – 12/2022	\$35,000	\$5,000	Yes
Packaging Lead	1	2/2021	\$75,000	\$5,000	Yes
Quality Assurance	12	7/2019 – 12/2022	\$35,000	\$5,000	Yes
SQF Coordinator (Safe Quality Foods)	1	8/2022	\$55,000	\$5,000	Yes
Shipping	6	7/2019 – 12/2022	\$40,000	\$5,000	Yes
Shipping Supervisor	1	1/2021	\$45,760	\$5,000	Yes

Shipping Manager	1	1/2022 – 12/2022	\$72,000	\$5,000	Yes
CDL	2	7/2019 – 12/2022	\$45,000	\$5,000	Yes
Receiving	4	7/2019 – 12/2022	\$35,000	\$5,000	Yes
Receiving Supervisor	1	5/2022	\$70,000	\$5,000	Yes
Sanitation	13	7/2019 – 12/2022	\$27,000	\$5,000	Yes
Waste Water Treatment Operator	4	7/2019 – 12/2022	\$52,000	\$5,000	Yes
Customer Service Representative	2	7/2019 – 12/2022	\$50,000	\$5,000	Yes
Purchasing / Supply Chain	3	7/2019 – 12/2022	\$70,000	\$5,000	Yes
Controller	1	2/2021	\$120,000	\$5,000	Yes
Accounting Manager	1	12/2022	\$77,000	\$5,000	Yes
Payroll Specialist	1	7/2021	\$75,000	\$5,000	Yes

IT Support	1	4/2021	\$100,000	\$5,000	Yes
Safety Specialist	1	12/2021	\$75,000	\$5,000	Yes

## LaWanda Pemberton

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**From:** Shawna Beach <shawna@taylorpa.org>  
**Sent:** Wednesday, January 4, 2023 4:22 PM  
**To:** LaWanda Pemberton  
**Subject:** Fwd: 06130-080 [ ref:\_00D50JLjE.\_5003t1exPHR:ref ]

Shawna Beach, CFA  
Taylor County Property Appraiser  
P. O. Box 936  
Perry, FL 32348  
Phone: 850-838-3511  
Fax: 850-838-3545  
Email: shawna@taylorpa.org

Please note: Florida has a very broad public records law. As a result, any written communication created or received by Taylor County officials and employees will be made available to the public and media upon request, unless such written communication falls within an exception or exemption to the Public Records Act.

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**From:** Ben Lavalley <benl@taylorpa.org>  
**Sent:** Wednesday, January 4, 2023 2:45:59 PM  
**To:** Shawna Beach <shawna@taylorpa.org>  
**Subject:** Re: 06130-080 [ ref:\_00D50JLjE.\_5003t1exPHR:ref ]

The marina's first year of exemption will be this year (2023). The apartments won't actually start the exemption period until the building is complete.

The only one actually active in 2023 was SuperPufft.

Here are the numbers for them:

Parcel	Owner	Exemption Amount	Tax Savings (2022)
04835-000 (Real)	LANCE DRIVE PROPERTIES	\$2,221,838	\$16,091.88
7542500 (TPP)	SUPER-PUFFT	\$22,223,931	\$160,959.04

*Benjamin LaValley*  
Taylor County Property Appraiser  
P. O. Box 936  
Perry, FL 32348  
850-838-3511 Ph  
850-838-3545 Fax  
[benl@taylorpa.org](mailto:benl@taylorpa.org)

Please note: Florida has a very broad public records law. As a result, any written communication created or received by Taylor County officials and employees will be made available to the public and media upon request, unless such written communication falls within an exception or exemption to the Public Records Act.

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**From:** Shawna Beach <shawna@taylorpa.org>  
**Sent:** Wednesday, January 4, 2023 1:51 PM

19

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider approval of request to allow food trucks at the Glenn Ratliff- Taylor County Sports Complex for Sports Tournaments.

**MEETING DATE REQUESTED:**

January 17, 2023

**Statement of Issue:**

To allow food trucks/vendors during sports tournaments.

**Recommended Action:**

Approve

**Fiscal Impact:**

TBD

**Budgeted Expense:**

N/A

**Submitted By:**

LaWanda Pemberton, County Administrator

**Contact:**

850-838-3500 ext. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Staff is preparing for upcoming softball tournaments, with the first to be held on February 25, 2023 and there is current discussion regarding the availability of concessions for attendees. Allowing food trucks/vendors would provide availability of food and drinks for attendees along with the local restaurants would insure that attendees have sufficient food and drink available. The County would continue to sell concessions but may limit if there are sufficient vendors.

**Options:**

Approve/ Do Not Approve draft application

**Attachments:**

Draft Application

FOR OFFICE USE ONLY CHECK # \_\_\_\_\_ DATE \_\_\_\_\_



## Taylor County Parks/Recreation Tournament Concession/Food Vendor Application



Date of Event: \_\_\_\_\_

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

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

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Concession Type: \_\_\_\_\_  
(List All Items To Be Sold)

Trailer size: \_\_\_\_\_

*\*\*Please list all items you are intending to sell. We accept only two of each item on a first come first serve basis to ensure fairness. You will not be permitted to sell anything not listed on your application. We will contact you individually to discuss further. If you have any questions, contact our staff.*

*\*\*Trash cans are for attendees, take vendor trash to dumpster. Do not leave trash or debris at your vendor spot after show. This is grounds for being banned from event in future.*

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Non-Profit ☐ \$75.00  
Commercial ☐ \$100.00

TOTAL ENCLOSED: \_\_\_\_\_

New Vendor ☐ Repeat Vendor ☐

Please return your completed application with a check or money order made payable to:

**Taylor County Board of County Commissioners**  
201 E. Green Street Perry, FL  
32348

**ATTN: Parks/Recreation Manager**  
**FOR QUESTIONS—call the Parks/Recreation**  
**office at 850-584-3029**



FOR OFFICE USE ONLY CHECK # \_\_\_\_\_ DATE \_\_\_\_\_



**Taylor County Parks/Recreation  
Tournament Concession/Food Vendor  
Application**



Date of Event: \_\_\_\_\_

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

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

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Concession Type: \_\_\_\_\_  
(List All Items To Be Sold)

Trailer size: \_\_\_\_\_

*\*\*Please list all items you are intending to sell. We accept only two of each item on a first come first serve basis to ensure fairness. You will not be permitted to sell anything not listed on your application. We will contact you individually to discuss further. If you have any questions, contact our staff.*

*\*\*Trash cans are for attendees, take vendor trash to dumpster. Do not leave trash or debris at your vendor spot after show. This is grounds for being banned from event in future.*

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Non-Profit ☐ \$75.00  
Commercial ☐ \$100.00

**TOTAL ENCLOSED:** \_\_\_\_\_  
**New Vendor** ☐ **Repeat Vendor** ☐

Please return your completed application with a check or money order made payable to:

**Taylor County Board of County Commissioners**  
**201 E. Green Street Perry, FL**  
**32348**  
**ATTN: Parks/Recreation Manager**  
**FOR QUESTIONS—call the Parks/Recreation**  
**office at 850-584-3029**