

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, FEBRUARY 3, 2020
6:00 P.M.

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

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. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF RECOMMENDATION OF AWARD OF THE HOUCK ROAD WIDENING AND RESURFACING PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
6. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION COASTAL PARTNERSHIP INITIATIVE SUB-GRANT AGREEMENT FOR THE STEINHATCHEE BOAT RAMP DOCKING AREA IMPROVEMENT PROJECT, AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.

7. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM THE JAIL RESERVE FOR FUNDING OF JAIL ROOF REPAIR, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF CONTRACT AWARD WITH SHORT-LISTED FIRMS FOR PROFESSIONAL ENGINEERING SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT, AS AGENDAED BY THE COUNTY ENGINEER.
9. THE BOARD TO CONSIDER APPROVAL OF CONTRACT AWARD WITH SHORT-LISTED FIRMS FOR PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT, AS AGENDAED BY THE COUNTY ENGINEER.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

10. KRISTY ANDERSON, EMERGENCY MANAGEMENT DIRECTOR, TO DISCUSS PROJECT OPTIONS FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION.

COUNTY STAFF ITEMS:

11. THE BOARD TO CONSIDER APPROVAL OF LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 2 TO CONSTRUCT A SIDEWALK ALONG GREEN STREET AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT, AS AGENDAED BY THE COUNTY ENGINEER.

GENERAL BUSINESS:

12. THE BOARD TO CONSIDER APPORVAL OF A BUDGET TRANSFER FROM CONTIGENCY FOR \$5,000 TO COVER LIABILITY INSURANCE DEDUCTIBLE (Reaves).

COUNTY ADMINISTRATOR ITEMS:

13. THE BOARD TO CONSIDER APPROVAL OF PREVIOUSLY APPROVED ROAD PAVING POLICY, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
14. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
15. COMMENTS AND CONCERNS FROM THE PUBLIC FORNON-AGENDAED ITEMS:

16. 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

- 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.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- 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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO CONSIDER AWARD OF THE HOUCK ROAD
WIDENING AND RESURFACING PROJECT

MEETING DATE REQUESTED:

February 3, 2020

Statement of Issue:

The Board opened and received proposals for the widening and resurfacing of Houck Road on January 6, 2020. The Board appointed Hank Evans, Scott Knight and Kenneth Dudley as the Bid Review Committee.

Bid(s) received for the Project are as follows:

Anderson Columbia Co., Inc.

\$1,333,272.67

Recommended Action:

Staff recommends that the Board award the Houck Cut-Off Road widening and resurfacing project to Anderson Columbia Co., Inc. as a responsive bidder. Further, Staff recommends that the Board consider funding the projected project shortfall using \$100,000 from District 5 Secondary Road Paving funds and the remaining \$511,000 from the Common Account.

Fiscal Impact: FISCAL YR 2019/20 - \$881,073.00 SCRAP Funding Remaining

Budgeted Expense: PARTIAL FUNDING AVAILABLE

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board requested and received bids on January 3, 2020 for the widening and resurfacing of Houck Road from Golf Course Road (CR 359) to Puckett Road (CR 361A), approximately 1.5 miles. On January 6, 2020, the single bid received was opened and distributed to the Bid Committee for review. The bid was reviewed and the results of that review area as follows:

Required Items	Company Name
	Anderson Columbia Co., Inc.
Bid Bond	✓, 5%
Insurance - Liability /Workers Compensation	✓, Expires 5/1/2020
Workers' Compensation Hold Harmless	N/A
Public Entity Crimes Affidavit	✓
Non-Collusion Affidavit	✓
Valid Business Contractor License/ FDOT PreQualified	✓
E-Verify Registration	✓
Proposed Subcontractors & Suppliers	✓
Project References	✓
Project Addenda	✓
Proposal Amount	\$1,333,272.67

After review, the Bid Committee recommends Anderson Columbia's proposal is a responsive bid and further recommends awarding Anderson Columbia the Houck Road widening and resurfacing project.

It is important to note that subsequent contract execution for this project will be contingent on securing sufficient funding. Staff has discussed the funding issue with FDOT but was unfortunately informed that funding for supplemental agreements is largely unavailable this fiscal year and that they did not expect to be able to offer any additional funds for this project. With \$881,073.00 of the original SCRAP agreement remaining and an expected CEI expense of \$145,000, accepting the bid of \$1,333,272.67 necessitates no less than \$611,000 more. With an unallocated balance of \$1.8 million in the Common Account (after considering allocating funds necessary to address the Foley Cut-Off Rd project) and \$216,674 in District 5, Staff recommends that the Board consider funding this shortfall using \$100,000 from District 5 funds and the remaining \$511,000 from the Common Account. Houck Road is a collector road with a current traffic volume of over 1,200 vehicles a day (AADT) and interconnects two other major collector roads. Absent this funding, the Board will necessarily have to consider reducing the scope of the project in some fashion. Nonetheless, the project will not commence until all funding is resolved.

Lastly and assuming the funding issue will be resolved in some manner, Staff is working with the recent Request for Qualifications solicitation to complete the contractual negotiations with the three short-listed CEI firms. Once those negotiations are complete, Staff will also present a CEI Task order for this project to the Board for approval. Once that final aspect of the project is resolved, construction will commence.

Options:

- 1) Award the Houck Road bid to Anderson Columbia as a repsonsive bidder. Further, fund the expected project shortfall using \$100,000 from District 5 funds and the remaining \$511,000 from the Common Account.
- 2) Reject Anderson Columbia as a repsonsive bidder and/or the funding proposal and stating reasons for such denial(s).
- 3) Consider an overall proposal that represents Taylor County's best interest as determined by the Board of County Commisisoners.


Attachments:

Anderson Columbia Co., Inc. Bid

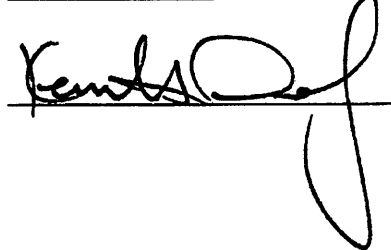
Review Committee:



Hank Evans, Public Works Director



Scott Knight, Public Works Superintendent



Kenneth Dudley, County Engineer

BID FORM**Houck Road Widening/Resurfacing****2016-010-ENG****COPY****TABLE OF ARTICLES**

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ARTICLE 1 – BID RECIPIENT**1.01 This Bid is submitted to:**

*Taylor County Board of County Commissioners
Clerk of Court
1st 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 DateONE12/31/19

- 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):

Houck Road Widening/Resurfacing Project

Total Lump Sum Bid Price One Million Three Hundred thirty three Thousand \$1,333,272.67
145 Days Two Hundred Seventy two Dollars and Sixty Seven (words) Cent (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 5%
- ☒ 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. Non-Collusion Affidavit
- ☒ G. Valid Business/Contractor Licensing/Registration Information
- ☒ H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.

- 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. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- K. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- L. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)

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): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

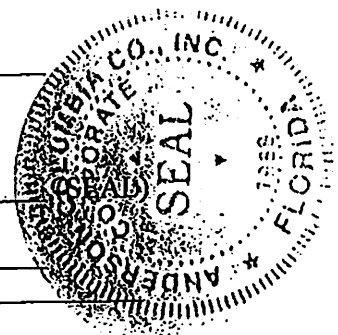
Corporation Name: Anderson Columbia Co., Inc

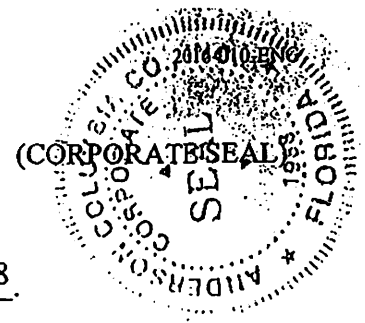
State of Incorporation: Florida

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

By: E. Tony Williams, Jr.
(Signature -- attach evidence of authority to sign)

Name (typed or printed): E. Tony Williams, Jr.





Title: Vice President

Attest: [Signature]

Date of Authorization to do business in FLORIDA is 03 / 07 / 1988.

A Joint Venture

Name of Joint Venture: N/A

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 January 3, 2020.

State Contractor License No. CGC060909. (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:

*Houck Road Widening/Resurfacing
Taylor County, Florida*

Contract: The intent of this contract is to secure all labor and equipment required for the Houck Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, concrete work, stormwater culverts, signage and pavement markings, 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, it 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:

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. 2016-010-ENG
for Houck Road Widening/Resurfacing in Taylor Co
2. This sworn statement is submitted by Anderson Columbia Co., Inc
(Name of entity submitting sworn statement)
Whose business address is P. O. Box 1829, Lake City, FL. 32056
_____ and
(if applicable) its Federal Employer Identification Number (FEIN) is 59-2871935,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is E. Tony Williams, Jr. and my relationship to the entity
name above is Vice President.
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)

X

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.)

E. Tony Williams, Jr.
(Signature)

E. Tony Williams, Jr., Vice President
STATE OF Florida

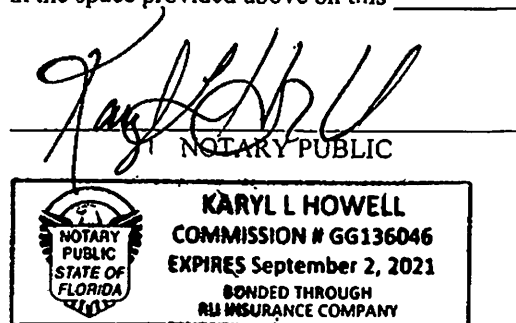
COUNTY OF Columbia

January 3, 2020

(Date)

PERSONALLY APPEARED BEFORE ME, the undersigned authority, E. Tony Williams, Jr.,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 3rd day
of January, 2020.

My commission expires: _____



NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

E. Tony Williams, Jr. _____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Vice President of _____
(Owner, Partner, Officer, Representative or Agent)
Anderson Columbia Co., Inc, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Witness

By: [Signature]

Signature

E. Tony Williams, Jr., Vice President
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the 3rd day of January, 2020, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ (Name(s)) of _____ individual(s) who appeared before me and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

X Personally known to me, or

____ Personal identification:

Type of Identification Produced

____ Did take an oath, or

____ Did Not take an oath.



ADDENDA

TAYLOR COUNTY BOCC

To: ALL RESPONDENTS

From: Kenneth Dudley, Taylor County Engineering Department

Date: December 31, 2019

Re: Houck Road Widening/Resurfacing Project
Addendum No. 1

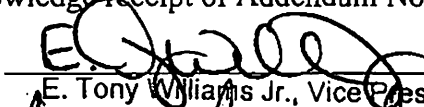
This memorandum is to serve as an Addendum to the **Houck Road Widening/Resurfacing Project** solicitation package to be received in the Clerk's Office by 4:00 pm on Friday, January 3, 2019, and to be opened and read aloud by the Board of County Commissioners on January 6, 2019.

These responses are to be considered as if originally incorporated into the Solicitation Documents:

1. **Update Bid Specifications to remove references to "Carlton Cemetery Road" and/or its project number "2008-004-ENG" at the following locations:**
 - A. Instructions To Bidders, Section 15.02 and Article 24.
 - i. Revised Page(s) 00200-8 & 00200-10 Attached
 - B. Bid Form Cover Sheet
 - i. Revised Page 00410-1 Attached

I hereby acknowledge receipt of Addendum No. 1:

Name:


E. Tony Williams Jr., Vice President

Company:

ANDERSON COLUMBIA Co., LLC.

Date:

12/31/2019

BID BOND

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

BIDDER (Name and Address):
Anderson Columbia Co., Inc
871 NW Guerdon St
Lake City, FL. 32025

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America AND Berkshire Hathaway Specialty Insurance Company
One Tower Square 1314 Douglas Street, Ste 1400
Hartford, CT 06183 Omaha, NE 68102-1944

OWNER (Name and Address):
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

BID
Bid Due Date: January 3, 2020

Project (Brief Description Including Location): *Houck Road Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the Houck Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limcock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, concrete work, stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number: Bid Bond

Date (Not later than Bid due date): January 3, 2020

Penal Sum: Five Percent of the Amount Bid
(Words)

5%

(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

Anderson Columbia Co., Inc (Seal)

Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title E. Perry Williams Jr., Vice President

Attest: [Signature]
Signature and Title KARYL HOWELL, WITNESS

SURETY

Travelers Casualty and Surety Company of America AND
Berkshire Hathaway Specialty Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Kevin Wojtowicz
(Attach Power of Attorney) Attorney-in-Fact

Attest: [Signature]
Signature and Title Jennifer Stephens, WITNESS

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.



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

3rd

day of

January

2020



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

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



Power Of Attorney

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

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

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



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

By:

David Fields, Vice President

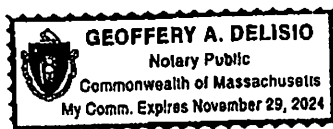


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

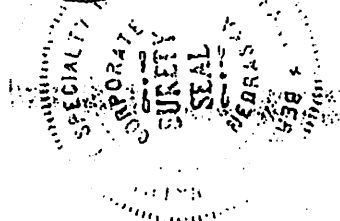


Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 3, 2020.



Officer



To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor, Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED.
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Penta Risk Associates of Georgia 1870 The Exchange SE #100 Atlanta GA 30339	CONTACT NAME: Catherine Galbraith PHONE (A/C, No. Ext.): (404) 809-2530 FAX (A/C, No.): (404) 809-2531 E-MAIL ADDRESS: cgalbraith@pentarisk.com														
INSURED Anderson Columbia Co., Inc. P.O. Box 1829 Lake City FL 32056	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance Co</td><td>16535</td></tr><tr><td>INSURER B: RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER C: XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER D: SAFETY NATIONAL CASUALTY CORP</td><td>15105</td></tr><tr><td>INSURER E: Westchester Fire Ins Co</td><td>10030</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Co	16535	INSURER B: RSUI Indemnity Company	22314	INSURER C: XL Insurance America, Inc.	24554	INSURER D: SAFETY NATIONAL CASUALTY CORP	15105	INSURER E: Westchester Fire Ins Co	10030	INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 19-20 ACCI FL Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO 0193980-03	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 0193981-03	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			NHA086212	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 3,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS004977202	5/1/2019	5/1/2020	AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP 4060117	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			G27979117004	5/1/2019	5/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brad Lastinger/CH

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

WILLIAMS, ERVIN TONY JR

ANDERSON COLUMBIA CO INC
871 NW GUERDON ST
LAKE CITY, FL 32055

LICENSE NUMBER: CGC060909

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

April 23, 2019

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

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

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

FDOT APPROVED WORK CLASSES:

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

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

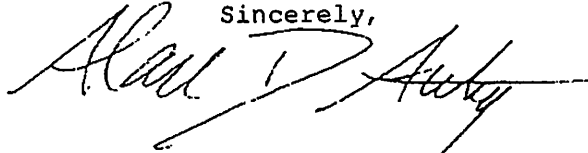
ANDERSON COLUMBIA CO., INC.

April 23, 2019

Page Two

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

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Autry", with a long horizontal flourish extending to the right.

Alan Autry, Manager
Contracts Administration Office

AA:cj

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Anderson Columbia Co., Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 254136

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 254136

Approved by:

Employer Anderson Columbia Co., Inc.	
Name (Please Type or Print) Tonya E Wasson	Title
Signature Electronically Signed	Date 09/18/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/18/2009

Company ID Number: 254136

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Anderson Columbia Co., Inc.
Company Facility Address	871 Guerdon Street Lake City, FL 32056
Company Alternate Address	PO Box 1829 Lake City, FL 32087
County or Parish	COLUMBIA
Employer Identification Number	592871935
North American Industry Classification Systems Code	238
Parent Company	Anderson Columbia Co., Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	3

Company ID Number: 254136

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
GEORGIA	1 site(s)
TEXAS	1 site(s)

Company ID Number: 254136

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Patti A Chiappini
Phone Number (386) 752 - 7585 ext. 231
Fax Number (386) 755 - 9132
Email Address chiappinip@andersoncolumbia.com

Name Mark Resler
Phone Number (386) 752 - 7585 ext. 252
Fax Number (386) 755 - 9132
Email Address mresler@andersoncolumbia.com

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REFERENCES

1. Company name Columbia County Board of County Commissioners
Address P. O. Box 1529, Lake City, FL 32056
Contact Name Ben Scott
Contact Phone or e-mail 386.755.4100
Short description of project NW Suwannee Valley Rd. -Mix in place 4.3 miles (10" full depth reclamation) with the addition of 4" linerock and placement of new asphalt pavement in two layers (structural and surface); milling and resurfacing approx .2 miles
2. Company name Madison County Board of County Commissioners
Address 112 E. Pineknay St., Madison, FL 32340
Contact Name Jo Williams
Contact Phone or e-mail 850-973-2156
Short description of project Resurface and minimal realignment of SW Harvey Green Dr and the resurfacing of SW Commerce Dr from SR 14 to SR 53 for a distance of 1.267± miles and approx. 270' of new roadway around the existing City of Madison pump station.
3. Company name Suwannee County Board of County Commissioners
Address 224 Pine St., Live Oak, FL 32060
Contact Name Robert Fletcher
Contact Phone or e-mail 386.634.3400
Short description of project 29th Rd paving of an existing dirt road approx 3.19 miles, installation of guardrail, stormwater drainage pipes & structures, grassing, pavement markings, signage.

Proposed Subcontractors

ACME Barricades, LC
9800 Normandy Blvd
Jacksonville, FL.32221
904-781-1950

MOT Devices

Jenkins Painting, Inc
5551 NW 60th St
Chiefland, FL. 32626
352-493-4021

Pavement Markings

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve Amendment No. 3 to the Department of Environmental Protection Coastal Partnership Initiative sub-grant agreement for the Steinhatchee Boat Ramp Docking Area Improvement Project. The Amendment extends the grant contract to June 30, 2020 and revises Task 2 Description and Deliverable 2.

MEETING DATE REQUESTED:

February 3, 2020

Statement of Issue: Board to approve Amendment No. 3 to the Department of Environmental Protection Coastal Partnership Initiative sub-grant agreement for the Steinhatchee Boat Ramp Docking Area Improvement Project changing the contract ending date to June 30, 2020 and revising Task 2 Description and Deliverable 2.

Recommended Action: Approve Amendment No. 3

Fiscal Impact: The County was awarded a CPI grant in the amount of \$30,000 to supplement a FBIP grant for improvements to the docking area at the Steinhatchee Boat Ramp.

Budgeted Expense: Yes

Submitted By: Jami Boothby, Grants Coordinator

Contact: Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the initial sub-grant agreement at the September 19, 2017 Board meeting and approved Amendment No. 2 at the July 8, 2019 Board meeting which extended the ending date of the agreement to March 31, 2020. The County was awarded an FBIP grant for the improvements to the docking area at Steinhatchee Boat Ramp in 2016-2017. When preparing the final bid documents, the County Engineer determined that the original budget had been underestimated and there was going to be a serious budget shortfall due to the amount of time waiting on the FBIP grant agreement and the rising construction costs during that time. We had been

contacted by Florida Boating Improvement Program (FBIP) staff and they were in the process of getting ready to forward the grant agreement to the County for execution. FBIP staff recommended that since the 2019 grant cycle was open that the County apply for the additional funding needed for the budget shortfall. The County was awarded the FBIP grant and received the fully executed grant agreement at the end of October 2019. The project bid documents were approved at the January 21, 2020 BOCC. Staff contacted CPI grant managers to ask for a revision to the Task 2 Description and Deliverable 2 as the County Engineer determined there would not be enough time to complete the entire project by the CPI deadline. Deliverable 2 has been amended to complete the fabrication and delivery of the finger docks and extend the deadline for the CPI portion of the project to June 30, 2020.

Attachments: Amendment No. 3

**AMENDMENT NO. 3
TO AGREEMENT NO. CM818
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TAYLOR COUNTY BOARD OF COMMISSIONERS**

This Amendment to Agreement No. CM818, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Taylor County Board of Commissioners, 201 East Green Street, Perry, FL 32347 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Steinhatchee Boat Ramp Docking Area Improvements Project effective August 2, 2018; and

WHEREAS, the parties wish to amend the Agreement as set forth herein to extend the Agreement's End Date and modify the deliverable as outlined in Attachment A-3.

NOW THEREFORE, the parties agree as follows:

- 1) The Agreement is extended for a 3 month period to begin March 31, 2020, and remain in effect until June 30, 2020. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 2) A final payment request must be submitted to the Department no later than July 15, 2020, to assure the availability of funds for payment.
- 3) Attachment A-2, Revised Project Work Plan, is hereby deleted in its entirety and replaced with Attachment A-3, Second Revised Project Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment A-2 shall hereinafter refer to Attachment A-3, Second Revised Project Work Plan.
- 4) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Taylor County Board of Commissioners

**Florida Department of
Environmental Protection**

By: _____
Title: _____

By: _____
Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	A-3	Second Revised Project Work Plan (4 pages)

Agreement No.: CM818

Amendment No.: 3

ATTACHMENT A-3

SECOND REVISED PROJECT WORK PLAN

DEP Agreement # CM818

Project Title: Steinatchee Boat Ramp Docking Area Improvement Project

Grantee

Organization Name: Taylor County Board of Commissioners

Chief Elected Official or Agency Head: Pam Feagle

Title: Chairman

Address: 201 E. Green Street

City: Perry

Zip Code: 32347

Area Code and Telephone Number: 850-838-3500

Area Code and Facsimile Machine Telephone Number: 850-838-3501

E-Mail Address: pfeagle@taylorcountygov.com

Project Manager

Organization Name: Taylor County Board of Commissioners

Name: Melody Cox

Address: 201 E. Green Street

City: Perry

Zip Code: 32347

Area Code and Telephone Number: 850-838-3553

Area Code and Facsimile Machine Telephone Number: 850-838-3563

E-Mail Address: melody.cox@taylorcountygov.com

Fiscal Agent

Organization Name: Taylor County Board of Commissioners

Name: Dannielle Welch

Address: 108 N. Jefferson Street

City: Perry

Zip Code: 32347

Area Code and Telephone Number: 850-838-3506 Ext. 122

Area Code and Facsimile Machine Telephone Number: 850-838-3504

E-Mail Address: dwelch@taylorclerk.com

DEP Agreement No. CM818, Attachment A-3, Page 1 of 4

Amendment #3

FEID No.: 59-6000879

DUNS No.: 065887796

Location:

100 Riverside Drive, Steinhatchee, FL 32359. The Latitude is N 29 deg. 40 min. 22.635 sec. and the Longitude is W 83 deg. 23 min. 33.065 sec. Taylor County

Scope of Work:

Phase II of the rehabilitation of the docking area of the Steinhatchee Boat Ramp includes the construction and installation of twelve (12) 6ft wide x 20ft long aluminum finger docks stabilized on 4" galvanized pilings. The finger docks will have textured surfaces for maximum slip resistance. Phase I of the dock rehabilitation project, which is being completed and funded with assistance provided by the Florida Boating Improvement Program (FBIP), will consist of the construction and installation of 260ft of 8ft x 20ft long aluminum poly tub floating docks securely anchored on 6" galvanized pilings with protective guard rails. Prior to the County acquiring the site, a developer had installed wooden docking with finger slips which were designed for light residential use. The existing dock area is in disrepair, does not have secure hand railings, or provide the stability required for year-round heavy recreational use. The finger docks were removed by the County shortly after acquiring the site due to lack of stability and creating a serious safety hazard. The Steinhatchee Docking Area Improvement Project Phase II addresses the critical need of providing safe and enhanced public access for the thousands of boaters who enjoy recreational fishing and boating on the Gulf and Steinhatchee River annually at Steinhatchee Boat Ramp. The project will accommodate public access needs at the boat ramp while providing measures needed to protect the adjacent coastal environment. At this time, there is not sufficient docking for passengers to safely and efficiently board boats at the boat ramp. The docks will provide boaters a safe boarding area and will provide accessibility to all boaters. Steinhatchee is renowned in the Southeast for recreational fishing and boating, both on the Gulf and the Steinhatchee River, and the boat ramp is busy year-round. It is not unusual in the summer months for 400 to 450 boats to launch from the site daily on the weekends.

***Construction of the (12) finger docks cannot start until all permits have been issued and received by the applicant and submitted to the FCMP Grant Manager.**

Total Budget Summary:

	Grant	Match
AGREEMENT TOTAL	\$30,000.00	\$30,000.00

TOTAL GRANT FUNDS

Categories	Task 1	Task 2	TOTAL BY CATEGORY
Contractual:	\$ 0.00	\$30,000.00	\$30,000.00
SUB-TOTAL BY TASK	\$ 0.00	\$30,000.00	\$30,000.00

TOTAL MATCH FUNDS

Categories	Task 1	Task 2	TOTAL BY CATEGORY
Contractual:	\$ 0.00	\$30,000.00	\$30,000.00
SUB-TOTAL BY TASK	\$ 0.00	\$30,000.00	\$30,000.00

*No work may commence for the Section 306A funded project activities under **Attachment A-3, Task #2**, until FCMP and NOAA receive approval from the NEPA Environmental Compliance Review. Additionally, **Attachment A-3, Task #2** associated costs in the amount of **\$30,000** shall not be eligible for reimbursement until authorized by the NEPA Environmental Compliance approval.

Task 1. Description: (\$0.00) The grantee will prepare bid documents, advertise, award bid and prepare contract, develop bid packet for work described in the scope of work, solicit and review proposals, contract with firm to complete all work described in the scope of work and issue notice to proceed. Grantee will ensure placement of funding sign at project location indicating DEP, NOAA and FCMP logos. A dated electronic version is required to be emailed to the grant manager to receive prior approval from the FCMP Administrator. Sign requirements can be found in paragraph 27 of your DEP grant agreement.

Deliverable 1. Copies of bid packet for construction work, a spreadsheet of all submitted proposals and rankings and final draft of contract with firm selected to complete construction. Photos of approved funding sign at project site location.

Completion Date: June 30, 2020

Performance Measure: The Department will review the deliverable(s) to ensure it meets the specifications provided in the Task Description, above.

Task 2. Description: (\$30,000)

Grantee will complete construction of twelve (12) 6ft x 20ft long marine grade aluminum finger docks with slip resistant textured surfaces. Once installed, each dock will be stabilized on 4" galvanized pilings as described in scope of work. County will provide receipt of delivery for each of the 12 finger docks. Each finger dock constructed will be reimbursed in the amount of \$2,500 per completed and delivered finger dock.

Deliverable 2. Before, during and after photos of finger docks during the construction process and a copy of the receipt of delivery of the finished product(s). County will also provide a copy of the extended permits for the installation of this project. Current permits expire April 2020.

Performance Measure: The Department will review the deliverable(s) to ensure it meets the specifications provided in the Task Description, above. Each finger dock is eligible for reimbursement once it has been completed. Requests for payment must be made within 15 days of completion of the deliverable(s).

Completion Date: June 30, 2020

Budget Information: \$30,000 -FCMP & \$30,000 -MATCH

Contractual Services: Contractor will complete the construction of twelve (12) marine grade aluminum finger docks including slip resistance surfaces.

Funding for Task: 2

Category	Grant Funds	Match Funds
Contractual:	\$30,000.00	\$30,000.00
TASK TOTAL:	\$30,000.00	\$30,000.00

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM THE JAIL RESERVE FOR FUNDING OF JAIL ROOF REPAIR.



MEETING DATE REQUESTED:

FEBRUARY 3, 2020

Statement of Issue:

TO PROVIDE FUNDING NEEDED TO REPAIR THE DAMAGES TO THE COUNTY JAIL ROOF FROM HURRICANE IRMA.

Recommended Action:

APPROVE TRANSFER

Fiscal Impact:

APPROXIMATELY \$10,000

Budgeted Expense:

NO

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

THE TAYLOR COUNTY JAIL ROOF WAS DAMAGED DURING HURRICANE IRMA AND RECEIVED \$8,389 FROM FEMA FOR THE DAMAGES RECEIVED. WHEN IT WAS NOTED THAT THE PROJECT HAD NOT BEEN COMPLETED, EMERGENCY MANAGEMENT REQUESTED AND WAS GRANTED AN EXTENSION TO COMPLETE THE PROJECT. QUOTES RECEIVED FOR THE REPAIRS NEEDED EXCEED THE AMOUNT RECEIVED BY APPROXIMATELY \$10,000. THERE IS FUNDING AVAILABLE FOR MAJOR REPAIRS IN THE JAIL RESERVE DEPARTMENT. STAFF HAS RECEIVED THREE QUOTES TO COMPLETE THE REPAIRS AND ANTICIPATE AWARD TO THE LOWEST BIDDER. THE REPAIRS MUST BE COMPLETE BY APRIL 1, 2020.

Options:

APPROVE/NOT APPROVE

Attachments:

DIVISION OF EMERGENCY MANAGEMENT DOCUMENTS
EMAIL FROM FINANCE



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

Wes Maul
Interim Director

June 11, 2018

ADVANCE PAYMENT

APPROVED

DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF ACCOUNTING AND AUDITING

BY: *Kim Holland*

DATE: *7/6/18*

Ms. Kim Holland
Bureau Chief of Auditing
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0355

Re: FY 18/19 Advance Waiver for Public Assistance Grants

Dear Ms. Holland:

The State of Florida Division of Emergency Management ("the Division") is formally requesting a waiver of §218.181 (18), Florida Statutes, in order to permit the advancement of funds to a subgrantees for anticipated cash needs. This waiver would be limited to those subgrantees which receive grants from the Division in the administration of the U.S. Department of Homeland Security Public Assistance Program, specifically line item 2572 in the Fiscal Year 2018-19 General Appropriations Act, Chapter 2018-009, Laws of Florida. The Division of Emergency Management, requests approval of two recurring advance waivers for the Public Assistance Program for Fiscal Year 18/19 for small project and alternative procedure payments.

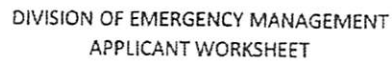
If you have any questions or require additional information, please contact Laura Beagle, Public Assistance Grants Program Officer, by phone at (850) 815-4417 or via email at Laura.Beagle@em.myflorida.com.

Sincerely,

Carolyn T. Edwards

for Wes Maul, Director
Governor's Authorized Representative

WM/lb



FIPS:	123-99123-00
FEIN:	59-6000879
Contract No.:	Z0546
Payment No.:	7

Comments	\$9,888.19 Voucher Total:	\$8,822.79 Total Share PTD:	\$0.00



DIVISION OF EMERGENCY MANAGEMENT
APPLICANT WORKSHEET

Applicant Name: Taylor County
Primary Contact: Kristy Anderson
Phone: 850-838-3575

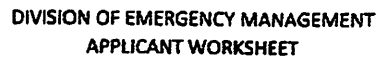
FIPS: 123-99123-00
FEIN: 59-6000879
Contract No.: Z0546
Payment No.: 10

PW	Version	Package	Share	DSR Type	PW Total Eligible	Payment Amount	PW Paid To Date	PW Admin Total Eligible	Admin Payment	PW Admin Paid to Date
1876	1	7160	Fed	S	\$8,830.39	\$662.28	\$6,622.79	\$0.00	\$0.00	\$0.00
Totals:					\$8,830.39	\$662.28	\$6,622.79	\$0.00	\$0.00	\$0.00

Total Eligible: \$8,830.39 Voucher Total: \$662.28 Total Share PTD: \$6,622.79

Comments

--



FIPS: 123-99123-00

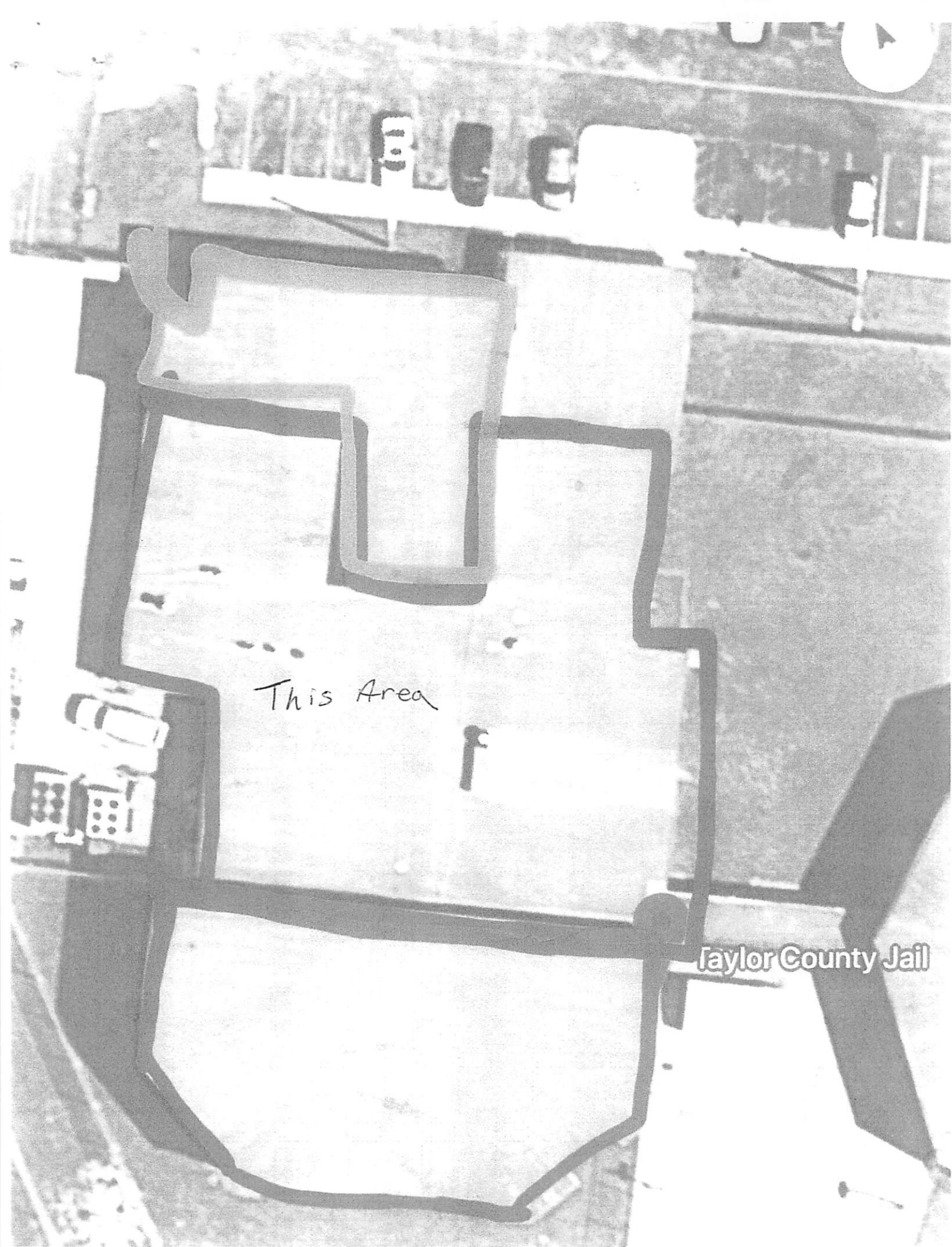
FEIN: 59-6000879

Contract No.: 20546

Payment No.: 10

Total Eligible: \$8,830.39 Voucher Total: -\$662.28 Total Share PTD: \$1,103.80

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This Area

Taylor County Jail

Tallahassee Roofing^{INC.}

5521 Tower Road Tallahassee, FL 32303
Phone (850)-562-8366 Fax (850) 562-8996
License #CCC 049353

Danny Wright,
589 Hwy 27 East
Perry, Florida

January 10, 2020

Danny,

Please accept this as our proposal to provide labor and material to repair the home located at the above referenced address as follows:

1. Remove all Cap Sheet roughly 3 feet away from the wall 105' +/- to expose decking.
2. Remove all flashing from wall where leak is occurring roughly 105' +/-.
3. Inspect decking for damage. (Any damaged decking will be replaced for an additional cost.)
4. Install new custom made flashing and counter flashing along wall as needed.
5. Install new cap sheet along wall using a cold set process. The new cap sheet will seal to new flashings flush with wall.
6. Clean and reseal leaking plumbing boots on lower section of roof as discussed. This will be done by using Gaco roof sealer.
7. Clean and seal around all Exhaust and AC curbs located on lower sections of roof as discussed. This will be done using the same process as the boots.
8. All trash and debris resulting from roof work will be cleaned up and hauled away upon completion.

The cost to perform the above will be \$16,500.00 (sixteen thousand five hundred).

Any damaged decking will be replaced at the cost of \$15.00 a square foot for steel decking.

Please feel free to contact me if you have any questions or comments regarding any of the above.

Respectfully Submitted,

By: John Taylor
Tallahassee Roofing Inc.

TALLAHASSEE'S OLDEST ROOFING COMPANY
For A Hole In Your Roof Or A Whole New Roof



LLOYD ROOFING & CONSTRUCTION, INC.

4740 MAHAN DRIVE

TALLAHASSEE, FL 32308

OFFICE: 850-728-8101 CELL: 850-743-9070

DATE: DECEMBER 19, 2019

TAYLOR CO. JAIL REPAIR – PERRY, FL

1. Project Scope

Furnish and install new TPO roofing including associated flashing, drip edge & gutter/downspout work. See items 2 & 3 for project specific inclusions and exclusions.

Total Base Bid:

\$18,350.00

2. Inclusions

- Sales Tax & Permits
- Remove and replace existing wall counterflashing with new Aluminum counterflashing and reseal into block/brick
- Install new layer of modified caps sheet 3' out from walls prior to new counterflashing and term bar to block
- Re-seal plumbing penetrations/boots and seal out HVAC penetrations with Asphalt Cement Flashing
- Repair work carries no warranty as the only way to warranty a building to ensure there is no issues is by full replacement.

3. Exclusions

- Demolition of existing roof
- Work does not include any areas other than the highlighted roofing attached herein.
- Rusted Steel Decking Removal and Replacement – If encountered \$750/sheet to remove and replace
- Offsite parking – Please advise if required
- Painting of any kind
- P&P Bonds: If required add 1.8%

4. Clarifications

- Mutually agreeable schedule and sequencing
- Mutually agreeable contract
- Pricing is good for 60days.

Kevin Strange, Vice President



Lloyd Roofing and Construction, Inc.

LaWanda Pemberton

From: LaWanda Pemberton
Sent: Wednesday, January 15, 2020 4:07 PM
To: Dannielle Welch
Subject: FW: Jail Roof Repair Quotes Project #1876
Attachments: ExtensionProject#1876.pdf; JAILROOFPROJECTAPP.pdf; JailRoofQuotes.pdf; 1876PaymentTC.pdf

Can we use any other funding (that you can think of) to complete the project ? We need an additional 9-10 thousand dollars, looks like.

From: Kristy Anderson [mailto:kristy.anderson@taylorsheriff.org]
Sent: Wednesday, January 15, 2020 12:19 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>; Marsha Durden <mdurden@taylorcountygov.com>; Marty Tompkins <marty.tompkins@taylorsheriff.org>; Mark Stephens <mark.stephens@taylorsheriff.org>; Chrisann Cook <chrisann.cook@taylorsheriff.org>
Subject: Jail Roof Repair Quotes Project #1876

Good afternoon Lawanda:

Attached please find three jail roof quotes for damages received during Hurricane Irma associated with project #1876. Please note that Taylor County was paid a total of \$8,388.87 for the repair along with EOC phone card system repair. I have also attached the approved extension letter, payments, and project worksheet from DEM with a deadline of completion of April 1, 2020.

Please proceed with the lowest quote to complete repairs. If you have questions, please feel free to contact me.

Thank you,

Kristy Anderson

Director

Taylor County Sheriff's Office – Division of Emergency Management

850-838-3575 (Office)

850-843-4834 (Cell)

"By Failing to Prepare, You are Preparing to Fail." - Benjamin Franklin

JOB ESTIMATE PROVIDED FOR:

Danny Wright

FOR THE PROPERTY LOCATED AT
589 Hwy 27 E

Perry FL 32348

- ★ Prepared on: 12/20/2019
- ★ Prices valid for 15 days.



Off: (850) 445-4321 Fax: (850) 254-7895

Florida Certified Roofing Contractor

License # CCC1329336
Rett Hartsfield
Hartsfield Roofing & Construction
1334 Timberlane Rd, Ste 6
Tallahassee, FL 32312
www.hartsfieldroofing.com



WE ARE HERE FOR YOU!

Hartsfield Roofing & Construction is proud to be a Platinum Preferred Owens Corning Contractor. That means we can offer you the best manufacturer products and warranties.

Customer satisfaction is always our number one priority. All workmanship is guaranteed for up to 10 years and that's transferrable even if you sell your home! We top that off by using only the finest quality construction materials which come with a range of warranties from 25 years to life!



Price:

\$18,500

SPECIFICATIONS:

Properly remove and replace the flashing and counter flashing along the entire length of roof to block wall transition using all new flashing, counter flashing and Modified base and cap sheet to match the existing as closely as possible.

Re seal around all penetrations on the same area of roof using a silicone based fluid applied to hold its integrity better than any asphalt based materials.

Re seal around all RTU curbs using a silicone based fluid applied to ensure longevity of repairs.

Clean and remove all job related debris.

Terms & Conditions:

Hartsfield Roofing & Construction will not be held liable for the colors of shingles and other materials that were chosen and agreed upon by the buyer. Items such as metal flashings, counter flashings, or kick out flashings that may be imbedded in or behind walls will not be replaced unless otherwise noted. Hartsfield Roofing & Construction will not be held liable for cracks in interior finishes such as drywall, plaster, wallpaper or other related materials due to contractor working on the roof or in the attic. Hartsfield Roofing & Construction will not be held liable for cracks, scratches, depressions or marks on any driveways, sidewalks, patios or any other property or yard damage. Hartsfield Roofing & Construction will not be held liable for damage to items mounted beneath the roof decking such as electrical wiring, phone wiring, plumbing pipes, air conditioning ducts or piping, or any other items due to the contractor working on the roof or due to the installation of fasteners into the roof deck or walls. Existing gutters or downspout repairs or replacement is not included in this estimate unless otherwise noted. Any non-visible wood rot cannot be assessed during an estimate, therefore no wood work or painting of any materials/ surfaces are included in this estimate unless otherwise noted. If multiple layers of shingles/roofing are uncovered, additional labor charges will be added accordingly. Hartsfield Roofing & Construction will not be held responsible for molds and mildews accumulated by previous roof conditions or dust or vapors created during roofing process. Buyer agrees the property is structurally sound enough to hold materials and men throughout the roofing process and the property will be free of harmful substances such as asbestos, etc. Buyer understands that work will stop until a solution is found in the event asbestos is found or in the event the property is deemed an unsafe work environment by Hartsfield Roofing & Construction for any reason. Buyer agrees that payment will be made in full upon job completion and understands that payment will be considered late on the thirtieth (30th) day after completion. Buyer agrees to pay an additional eighteen percent (18%) on the total contract amount if the payment is submitted late. In the event of any litigation arising from this agreement, venue shall be in Leon County, FL and the owner agrees jurisdiction shall be within the state of Florida. The prevailing party shall be entitled to recover its attorney's fees and court fees, including attorney's fees and costs to appeal.

SIGNATURE:

By signing below, I acknowledge that I have read and agreed to the Terms and Conditions and I hereby accept this estimate and authorize Hartsfield Roofing & Construction, LLC commence work as described on this job estimate and for the options and fees stated herein.

Authorized Owner/Agent

Date

CUSTOMER CONTACT INFORMATION:

Phone: (850) 843-2954
Email: danny.wright@taylorsheriff.org
Billing Address: 589 Hwy 27 E, Perry, FL 32348



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF CONTRACT AWARD WITH SHORT-LISTED FIRMS FOR PROFESSIONAL CONSTRUCTION ENGINEERING & INSPECTION SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT.

MEETING DATE REQUESTED:

February 3, 2020

Statement of Issue:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications and allows for continuing contracts to be used for projects or studies that will not exceed specified thresholds within the statute.

Recommended Action: The Board should approve the proposed Continuing Contracts to provide Professional Construction Engineering & Inspection Services with each of the three short-listed firms; CHW, George & Associates and North Florida Professionals..

Fiscal Impact: EXPECTED TO BE 4~8% OF PROJECT COST BASIS

Budgeted Expense: YES

Submitted By: ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications (RFQ) and allows for continuing contracts to be used for projects or studies that will not exceed specified thresholds within the statute (\$2M individual project construction cost or a study with a \$200,000 professional services fee). In accordance with this requirement, the Board advertised a Request for Qualifications for Construction Engineering & Inspection Services. The Board received responses from six (6) firms on September 17, 2019, and appointed a Selection Committee to review their responsiveness.

The RFQ solicitation package identified the submission criteria, evaluation criteria and a sample contract for the successful firm(s). The Selection Committee members individually reviewed all packages submitted and then averaged scores to assemble a short-list of those firms that offered the most responsive proposals. At its November 4, 2019 meeting, the Board approved the Selection Committee's review and authorized contract negotiations with the top three (3) short-listed firms to provide Professional Construction Engineering & Inspection Services. Each firm was requested to execute their contract and provide proposed rates and current insurance coverage documents. The contracts and the proposed rates from each of the firms are included as attachments to this item.

The rates provided by each firm are individually categorized with some but not an entirety of overlap including inconsistency in terminology. These differences make it difficult for a direct comparison position by position. Further, the firms delineate their positional responsibilities differently where some aggregate responsibilities within a single position and others provide additional separation. From an overall perspective, the rates generally appear to track within a comparable margin of each other for consistent responsibilities without any glaring outliers. To better assure reasonableness of individual

project cost, project proposal requests will require the respective firm to complete a detailed "Staff Hour Estimate" that itemizes and assigns each task to an individual position of responsibility. These itemizations allow for additional scrutiny of cost proposals requiring justification of individual tasks and assigned personnel.

Selection Committee members are as follows:

Hank Evans, Public Works Director
Conrad Bishop, County Attorney

LaWanda Pemberton, County Administrator
Kenneth Dudley, County Engineer

Options:

- 1) Approve the proposed Continuing Contracts for Professional Construction Engineering & Inspection Services with each of the three short-listed firms; CHW, North Florida Professionals and RS&H.
- 2) Revise the proposed Continuing Contracts for Professional Construction Engineering & Inspection Services with each of the three short-listed firms; CHW, North Florida Professionals and RS&H.
- 3) Reject the proposed recommendation and state reasons for denial.

Attachments:

Continuing Contract for Professional Construction Engineering & Inspection Services with CHW
Continuing Contract for Professional Construction Engineering & Inspection Services with North Florida Professionals
Continuing Contract for Professional Construction Engineering & Inspection Services with RS&H

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This CONTRACT made and entered into this _____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and _____ CHW Professional Consultants _____, a Florida _____, whose mailing address is _____ 11801 Research Dr, Alachua, FL 32615 _____ (herein referred to as "CONSULTANT").

RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

Construction Engineering & Inspection Services as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order CEI_CHW-01. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the CONTRACT, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:

- 2.1. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
- 2.2. **"CONSULTANT"** means the firm of CHW Professional Consultants, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
- 2.3. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
- 2.4. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
- 2.5. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated _____) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
7. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of the CONTRACT as follows:
- 7.1. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - 7.2. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
 - 7.3. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
 - 7.4. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this Section. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
8. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in the CONTRACT.
9. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto, and for any and

all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in the CONTRACT and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.

10. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that the CONTRACT is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the CONTRACT and any and all Task Work Orders thereto.
11. **Personnel:** The CONSULTANT agrees that when the services to be provided under this Contract, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to the CONTRACT and/or all Task Work Orders thereto.
12. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of the CONTRACT so that all professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
13. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.
14. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to the CONTRACT and all Task Work Orders that each and every provision of law required to be inserted in the CONTRACT and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then the CONTRACT shall,

upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

15. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the CONTRACT.
16. **Documents:** Original project documents prepared by the CONSULTANT under the CONTRACT and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.
17. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under the CONTRACT and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, SUB-CONSULTANTS.
18. **Effective and Binding:** The CONTRACT shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
19. **Controlling Law:** The CONTRACT is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
20. **Public Entity Crimes:** CONSULTANT and any affiliate person must notify the COUNTY within 30 days after a conviction of a public entity crime applicable to CONSULTANT, its employees, agents, sub-Consultants or an affiliate. The COUNTY shall transmit all information relating to a person having been convicted of a public entity crime to the Florida Department of Management Services in writing within 10 days.

21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the CONTRACT, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
22. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
23. **Non-Exclusive Contract:** The parties hereto agree that the CONTRACT is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
24. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the CONTRACT with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under the CONTRACT shall be construed to give any rights or benefits in the CONTRACT to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
25. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in the CONTRACT, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

26. **Term of Contract:** The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
27. **Termination:** The failure of either party to comply with any provision of the CONTRACT shall place that party in default. Prior to terminating the CONTRACT, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
 - 27.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.
 - 27.2. The COUNTY may terminate a Task Work Order or the CONTRACT without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.

- 27.3. In the event funds to finance a Task Work Order or the CONTRACT become unavailable, the COUNTY may terminate the Task Work Order or CONTRACT with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.
- 27.4. After receipt of a termination notice from COUNTY and except as otherwise directed by the COUNTY, the CONSULTANT shall:
- 27.4.1. Stop work on the date and to the extent specified.
- 27.4.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 27.4.3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.
- 27.4.4. Continue and complete all parts of the work that have not been terminated.
28. **Entire Agreement:** The CONTRACT constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
29. **Parties Bound:** The CONTRACT shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.
30. **E-Verify System – U.S. Division of Homeland Security:**
- 30.1. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the CONTRACT; and
- 30.2. CONSULTANT shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
31. **Federal Requirements:**
- The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:
- 31.1. It is understood and agreed that all rights of the COUNTY and the Florida Department of Transportation (FDOT), when applicable, relating to inspection, review, approval,

patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

- 31.2.** It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- 31.3.** Certification of Eligibility: The CONSULTANT's participating in COUNTY projects are required to indicate their eligibility by certifying that CONSULTANT, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32 and subsequently submitting through FDOT's LAPIT system.
- 31.4.** Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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 the CONTRACT.
- 31.5.** Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will 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.
- 31.6.** Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.
- 31.7.** Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FDOT, 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 the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the COUNTY,

FDOT, 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.

- 31.8. Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY and/or FDOT 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,

31.8.1. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

31.8.2. cancellation, termination or suspension of the contract, in whole or in part.

- 31.9. Incorporation of Provisions:** The CONSULTANT will include the provisions of Sections 31.4 through 31.8 in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the COUNTY, FDOT, 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 CONSULTANT becomes involved in, or is threatened with, litigation with a SUB-CONSULTANT or supplier as a result of such direction, the CONSULTANT may request the COUNTY and the FDOT to enter into such litigation to protect the interests of the COUNTY and FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 31.10. Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

- 31.11. Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- 31.12. Certification For Disclosure of Lobbying Activities:** CONSULTANTs participating in COUNTY projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34 and subsequently submitting through FDOT's LAPIT system.

31.13. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

31.13.1. The CONSULTANT, SUB-CONSULTANT, or sub-recipient shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT 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.

31.13.2. CONSULTANTs participating in COUNTY projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by "DBE's" and "non-DBE small businesses". The "DBE" and "non-DBE small business" SUB-CONSULTANT and their respective types of work shall be provided on this form.

31.13.3. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, CONSULTANT should have already submitted their Bid Opportunity List through the FDOT's Equal Opportunity Compliance System found at the following link (<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>). If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.

31.13.4. CONSULTANT must enter project DBE commitments in the Equal Opportunity Compliance System after contract execution. Also, if supplemental agreements are awarded as part of the project, DBE commitments must also be reported for those agreements.

31.14. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

31.15. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

31.16. The COUNTY hereby certifies that neither the CCONSULTANT nor the CONSULTANT's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

31.16.1. employ or retain, or agree to employ or retain, any firm or person, or

31.16.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

31.17. The CONSULTANT hereby certifies that it has not:

31.17.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;

31.17.2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

31.17.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

31.18. The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the FDOT and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

32. Public Records

32.1. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- 32.1.1.** Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT. Records must be maintained for no less than five years after the latter of the expiration or termination of this CONTRACT or the date of final payment for a specific TWO agreement.
- 32.1.2.** Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.1.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 32.1.4.** Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.
- 32.1.5.** Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.
- 32.1.6.** If CONSULTANT fails to provide public records to the COUNTY within a reasonable amount of time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.



IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

By: _____

PAM FEAGLE,
Chairperson

Print

ATTEST:

ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

Shannon W. Braddy
Witness

Shannon W. Braddy
Print

By: _____

Print

Robert J. Walpole
President

Murphy
Witness

Melissa Boyer
Print

(SEAL)



Schedule 'A'
CHW - 2020 Standard Rates
Effective July 1, 2019 – June 30, 2020

Civil Engineering Division

	<u>Rate</u>
Director Engineering	\$ 175.00/hr.
Senior Project Manager	\$ 160.00/hr.
Project Manager/Professional Engineer	\$ 140.00/hr.
Project Engineer	\$ 115.00/hr.

Construction Engineering Inspections Division

	<u>Rate</u>
Director Construction Services	\$ 175.00/hr.
Construction Project Manager	\$ 125.00/hr.
Senior Inspector/Supervisor	\$ 100.00/hr.
Inspector	\$ 85.00/hr.

Planning Division

	<u>Rate</u>
Director of Planning & G.I.S. Services	\$ 175.00/hr.
Senior Project Manager	\$ 160.00/hr.
Senior Planner	\$ 140.00/hr.
Land Planner	\$ 115.00/hr.

Design Division

	<u>Rate</u>
Design Manager	\$ 175.00/hr.
Project Manager/Professional Landscape Architect	\$ 135.00/hr.
Project Landscape Architect	\$ 115.00/hr.
Designer	\$ 100.00/hr.

Land Surveying Division

	<u>Rate</u>
Director/Professional Surveyor & Mapper	\$ 175.00/hr.
Senior Project Manager	\$ 160.00/hr.
Professional Surveyor & Mapper	\$ 140.00/hr.
Chief of Surveys/Project Surveyor	\$ 115.00/hr.
2-Man Field Crew	\$ 145.00/hr.
3-Man Field Crew	\$ 180.00/hr.
GPS Field Operator/Robotics (1-man)	\$ 110.00/hr.
Field Technician	\$ 70.00/hr.

All Divisions

	<u>Rate</u>
Depositions/Expert Witness	\$ 450.00/hr.
Principals	\$ 225.00/hr.
Senior CADD Designer	\$ 105.00/hr.
CADD Designer II	\$ 100.00/hr.
GIS/Mapping Technician	\$ 90.00/hr.
CADD Designer I	\$ 80.00/hr.
Project Coordinator	\$ 65.00/hr.
Project Interns	\$ 60.00/hr.
Project Assistant / Administrative Assistant	\$ 60.00/hr.

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Overnight deliveries and Prints charged at 115% of actual cost.
Rates may be increased by 5% July 1 of each year of this contract.

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, materials sampling and testing, compliance of contractors with the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and Florida Statutes. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the COUNTY. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

2.0 SCOPE:

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

2.1 FDOT Work Classifications:

Major/Minor Work Groups include: *10.1 Roadway Construction Engineering & Inspection*
 10.3 Construction Materials Inspection
 10.4 Minor Bridge & Miscellaneous Structures CEI

2.2 On a single Construction Contract, it is a conflict of interest for CONSULTANT to receive compensation from both the COUNTY and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

3.1 The services for each Construction Contract shall begin upon issuance of a Task Work Order and written notification to proceed by the COUNTY.

3.2 Track the execution of the Construction Contract such that CONSULTANT is given timely authorization to begin work. While no personnel shall be assigned until written notification by the COUNTY has been issued, the CONSULTANT shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the COUNTY and Contractor to minimize rescheduling of CONSULTANT activities due to construction delays or changes in scheduling of Contractor activities.

3.3 For estimating purposes, the CONSULTANT will be allowed an accumulation of ten (10) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's Notice to Proceed on the first project and ten (10) calendar days to demobilize after final acceptance of the last Construction Contract.

3.4 The anticipated letting schedules and construction times for the projects will be determined as projects are identified.

4.0 DEFINITIONS:

- 4.1 **Agreement:** The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- 4.2 **Contractor:** The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- 4.3 **Construction Contract:** The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- 4.4 **CONSULTANT:** The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

- 5.1 The COUNTY, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 5.1.1 Construction Plans,
 - 5.1.2 Specification Package,
 - 5.1.3 Copy of the Executed Construction Contract,
 - 5.1.4 Copy of the Executed Program Agreement, and

6.0 ITEMS TO BE FURNISHED BY THE CONSULTANT:

- 6.1 **COUNTY Documents:** All applicable COUNTY documents referenced herein shall be a condition of this Agreement. All documents, directives, procedures, and standard forms are available from the COUNTY or through the FDOT's Internet website, <http://www.dot.state.fl.us/construction/>.
- 6.2 **Office Automation:** Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.
 - 6.2.1 All computer coding shall be input by CONSULTANT personnel using equipment furnished by them.
 - 6.2.2 Ownership and possession of computer equipment and related software, which is provided by the CONSULTANT, shall remain at all times with the CONSULTANT. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.
- 6.3 **Vehicles:** Vehicles shall be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the

CONSULTANT name clearly identified and prominently displayed.

- 6.4 Field Equipment:** Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

6.4.1 Hard hats shall have the name of the consulting firm visibly displayed.

6.4.2 Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

6.4.3 Handling of nuclear density gauges shall be in compliance with their license.

6.4.4 Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.4.5 Licensing for Equipment Operations: Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

6.4.5.1 Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

7.1 For the duration of the Agreement, keep the COUNTY informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

7.2 Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

7.3 Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, Change Orders and Supplemental Amendments to the COUNTY for review and approval.

7.4 Any major change in the plans and contract provisions must have formal approval from the COUNTY in advance of their effective date. When an emergency or unusual conditions justify, the COUNTY may give tentative verbal approval in advance to such changes or extra work and ratify such approval with formal approval as soon after as practicable.

8.0 PERFORMANCE OF THE CONSULTANT:

8.1 During the term of this Agreement and all Supplemental Amendments thereof, the COUNTY or its designee or auditing agency such as the Federal Highway Administration (FHWA) may review various phases of CONSULTANT operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine

compliance with this Agreement and associated TWOs. Cooperate and assist COUNTY representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. COUNTY recommendations and CONSULTANT responses/actions are to be properly documented by the CONSULTANT. No additional compensation shall be allowed for remedial action taken by the CONSULTANT to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- 8.1.1 Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- 8.1.2 Immediately replace personnel whose performance has been determined by the Consultant, Local Agency Project Manager or the Department to be inadequate. The Consultant Action Request form for personnel approval shall be submitted to the Local Agency Project Manager and Department Program/Project Manager at least two weeks prior to the date an individual is to report to work.
- 8.1.3 Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- 8.1.4 Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

- 9.1 **General:** It shall be the responsibility of the CONSULTANT to administer, 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. It shall be the responsibility of the CONSULTANT staff to monitor the Contractor's performance during the Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes.
 - 9.1.1 Observe the Contractor's reporting activities for contract compliance. Identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct discrepancies.
 - 9.1.2 Inform 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.
- 9.2 **Contract Support:** Assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.
 - 9.2.1 Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all compliance activities and events relating to the project performance and

properly document all deficiencies. These services will include but are not limited to the following:

9.2.1.1 Attend a pre-service meeting for the Agreement and each TWO. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any needed systems.

9.2.1.2 Coordinate the EEO monitoring documentation as required (i.e. Labor Interviews)

9.2.1.3 Coordinate and facilitate effective communication with key COUNTY, Contractor, and Utility personnel

The level of review required will be determined by the COUNTY during the project kick-off meeting.

9.3 **Survey Control:** Check/Verify or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) ensure the Contractor can sufficiently make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

9.4 **On-site Inspection:** Monitor the Contractor's on-site 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 projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

9.5 **Traffic Control:** Monitor and inspect the project Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the COUNTY's procedure. CONSULTANT employees performing such services shall be qualified in accordance with the applicable procedures.

9.6 **Sampling and Testing:** Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

9.6.1 Determine the acceptability of all materials and completed work items on the basis of either test results, verification of a certification or applicable quality assurance reviews.

9.6.2 Sampling, testing and laboratory methods shall be as required by the COUNTY's Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

9.6.3 Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

- 9.6.4 Transport samples to be tested to the appropriate laboratory or appropriate COUNTY facility.
- 9.6.5 Input verification testing information and data into the COUNTY's database or the Florida Department of Transportation's database (LIMS or other system specified by the COUNTY) using instructions provided by the COUNTY.
- 9.7 **Engineering Services:** Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the COUNTY for failure of such parties to follow written direction issued by the Consultant.
 - 9.7.1 Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:
 - 9.7.1.1 Attend a pre-service meeting for the Agreement. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any required systems.
 - 9.7.1.2 Schedule and attend a project close out meeting with the COUNTY. Provide appropriate staff to attend and participate in this meeting.
 - 9.7.1.3 Schedule and attend a meeting with the COUNTY prior to the Pre-construction Conference. Provide personnel proficient in the use of computers and scanner operation to obtain, record and document construction project information.
 - 9.7.1.4 Schedule and conduct a meeting with the COUNTY prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
 - 9.7.1.5 Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
 - 9.7.1.6 Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications.

Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

9.7.1.7 Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

9.7.1.8 Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including COUNTY owned facilities.

9.7.1.8.1 Identify, review, and track progress of any COUNTY and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

9.7.1.9 Produce reports, verify quantity calculations and field measurements for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the COUNTY to make timely payment to the Contractor.

9.7.1.10 Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.

9.7.1.11 Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.

9.7.1.12 Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with COUNTY procedures.

9.7.1.13 CONSULTANT shall provide appropriate personnel for surveillance of the Contractor's compliance with Construction Contract requirements. Such personnel is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. All related documents and correspondence must be accurate and kept up to date; all compliance reviews must be attended, the complete project files must be

furnished for review and assist the COUNTY as requested.

9.7.1.13.1 The CONSULTANT shall perform the field interviews, provide work space and supplies for project compliance files.

9.7.1.14 The COUNTY will provide Public Information Services.

9.7.1.15 Prepare and submit to the COUNTY monthly in an acceptable reporting format.

9.7.1.16 Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

10.0 PERSONNEL:

10.1 General Requirements: Provide qualified personnel necessary to efficiently and effectively carry out the responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the Department, the Department will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions. During the period of this Agreement, the Department or Local Agency may determine that additional staff is needed beyond the positions shown below. The qualifications and education of the additional positions will be determined as the need for the positions arise.

10.2 Personnel Qualifications: Provide competent personnel qualified by experience and education. Submit in writing to the COUNTY the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The FDOT Consultant Action Request form may be used for personnel approval requests and shall be submitted to the COUNTY at least two weeks prior to the date an individual is to report to work.

Personnel identified in the CONSULTANT technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the COUNTY. Staff that has been removed shall be replaced by the CONSULTANT within two week of COUNTY notification.

Before the project begins, all project staff shall have all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the CONSULTANT's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the COUNTY and should occur as workload permits. Visit the training page on the FDOT State Construction Office website for training dates.

Minimum qualifications for the CONSULTANT personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and

the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the COUNTY's, FDOT's procedures, Specifications and Design Standards will be obtained. The County Engineer or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with COUNTY standards. Also must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

None

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain

registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope or for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering & inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise

independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

- 10.3 Staffing:** Once authorized, the CONSULTANT shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the COUNTY has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the CONSULTANT while the Contractor is working. If Contractor operations are substantially reduced or suspended, the CONSULTANT will reduce its staff appropriately after notifying and receiving approval of COUNTY.

In the event that the suspension of Contractor operations requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

- 11.1 Quality Assurance Plan:** Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the COUNTY. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the CONSULTANT's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the COUNTY approves the CONSULTANT QA Plan.

- 11.1.1 Significant changes to the work requirements may require the CONSULTANT to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:**

11.1.1.1 Organization: A description is required of the CONSULTANT QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

11.1.1.2 Quality Assurance Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

11.1.1.3 Quality Assurance Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

11.1.1.4 Control of Subconsultants and Vendors: Detail the methods used to control subconsultant and vendor quality.

11.1.1.5 Quality Assurance Certification: An officer of the CONSULTANT firm shall certify that the inspection and documentation was done in accordance with the project specifications, plans, standard indexes, and

COUNTY procedures.

11.2 Quality Assurance Reviews: Conduct Quality Assurance Reviews every six months to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The reviews shall be submitted to the COUNTY in written form no later than one (1) month after the review.

11.2.1 On short duration CEI projects (nine (9) months or less), CONSULTANT shall perform an initial QA review within the first two (2) months of the start of construction.

11.2.2 On asphalt projects, CONSULTANT shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CONSULTANT staff.

11.2.3 The findings from the reviews may require more frequent reviews than those specified in this Agreement.

11.3 Quality Records: Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 PROJECT CLOSEOUT:

12.1 Prepare a Project/TWO Close Out package. If required, the COUNTY shall be responsible for forwarding the Local Agency Program Close Out package to FDOT.

13.0 AGREEMENT MANAGEMENT:

13.1 With each monthly invoice submittal, the CONSULTANT will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the CONSULTANT funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The CONSULTANT will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

13.2 When the CONSULTANT identifies a condition that will require an amendment to the Agreement, the CONSULTANT will communicate this need to the COUNTY for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the COUNTY for approval and further processing. The AR is to be submitted at such time to allow the COUNTY 12 weeks to process, approve,

and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions provided by the COUNTY.

- 13.3 The CONSULTANT is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the COUNTY.

14.0 INVOICING INSTRUCTIONS:

- 14.1 Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.
- 14.2 Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month. Invoicing shall include project reference information, itemized tasks and charges and dates of service.
- 14.3 If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- 14.4 All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 14.5 All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY.
- 14.6 A Final Invoice will be submitted to the COUNTY no later than the 30th day following Final Acceptance of the individual project or as requested by the COUNTY.

15.0 OTHER SERVICES:

- 15.1 Upon written authorization by the COUNTY's, the CONSULTANT will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the COUNTY to supplement the CONSULTANT services under this Agreement.
- 15.2 Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- 15.3 Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

15.4 Provide inspection services in addition to those provided for in this Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

16.1 In the event the Contractor submits a claim for additional compensation and/or time after the CONSULTANT has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

17.0 CONTRADICTIONS:

17.1 In the event of a contradiction between the provisions of this Scope of Services and the CONSULTANT's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY:

18.1 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

19.0 AUTHORITY:

19.1 The COUNTY shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the CONSULTANT.

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This CONTRACT made and entered into this _____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and _____ North Florida Professional Services, Inc., a Florida Corporation, whose mailing address is _____ P.O. Box 3823, Lake City, FL 32056 _____ (herein referred to as "CONSULTANT").

RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

Construction Engineering & Inspection Services as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order CEI NFPS-01. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the CONTRACT, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:

- 2.1. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
- 2.2. **"CONSULTANT"** means the firm of North Florida Professional Services, Inc., which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
- 2.3. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
- 2.4. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
- 2.5. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated 11 / 2019) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
7. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of the CONTRACT as follows:
- 7.1. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - 7.2. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
 - 7.3. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
 - 7.4. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this Section. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
8. **Indemnify:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in the CONTRACT.
9. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto, and for any and

all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in the CONTRACT and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.

10. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that the CONTRACT is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the CONTRACT and any and all Task Work Orders thereto.
11. **Personnel:** The CONSULTANT agrees that when the services to be provided under this Contract, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to the CONTRACT and/or all Task Work Orders thereto.
12. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of the CONTRACT so that all professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
13. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.
14. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to the CONTRACT and all Task Work Orders that each and every provision of law required to be inserted in the CONTRACT and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then the CONTRACT shall,

upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

15. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the CONTRACT.
16. **Documents:** Original project documents prepared by the CONSULTANT under the CONTRACT and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.
17. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under the CONTRACT and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, SUB-CONSULTANTS.
18. **Effective and Binding:** The CONTRACT shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
19. **Controlling Law:** The CONTRACT is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
20. **Public Entity Crimes:** CONSULTANT and any affiliate person must notify the COUNTY within 30 days after a conviction of a public entity crime applicable to CONSULTANT, its employees, agents, sub-Consultants or an affiliate. The COUNTY shall transmit all information relating to a person having been convicted of a public entity crime to the Florida Department of Management Services in writing within 10 days.

21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the CONTRACT, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
22. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
23. **Non-Exclusive Contract:** The parties hereto agree that the CONTRACT is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
24. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the CONTRACT with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under the CONTRACT shall be construed to give any rights or benefits in the CONTRACT to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
25. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in the CONTRACT, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

26. **Term of Contract:** The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
27. **Termination:** The failure of either party to comply with any provision of the CONTRACT shall place that party in default. Prior to terminating the CONTRACT, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
 - 27.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.
 - 27.2. The COUNTY may terminate a Task Work Order or the CONTRACT without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.

- 27.3.** In the event funds to finance a Task Work Order or the CONTRACT become unavailable, the COUNTY may terminate the Task Work Order or CONTRACT with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.
- 27.4.** After receipt of a termination notice from COUNTY and except as otherwise directed by the COUNTY, the CONSULTANT shall:
- 27.4.1.** Stop work on the date and to the extent specified.
- 27.4.2.** Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 27.4.3.** Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.
- 27.4.4.** Continue and complete all parts of the work that have not been terminated.
- 28. Entire Agreement:** The CONTRACT constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 29. Parties Bound:** The CONTRACT shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.
- 30. E-Verify System – U.S. Division of Homeland Security:**
- 30.1.** CONSULTANT shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the CONTRACT; and
- 30.2.** CONSULTANT shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
- 31. Federal Requirements:**
- The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:
- 31.1.** It is understood and agreed that all rights of the COUNTY and the Florida Department of Transportation (FDOT), when applicable, relating to inspection, review, approval,

patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

- 31.2. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- 31.3. Certification of Eligibility: The CONSULTANT's participating in COUNTY projects are required to indicate their eligibility by certifying that CONSULTANT, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32 and subsequently submitting through FDOT's LAPIT system.
- 31.4. Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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 the CONTRACT.
- 31.5. Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will 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.
- 31.6. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.
- 31.7. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FDOT, 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 the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the COUNTY,

FDOT, 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.

- 31.8. Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY and/or FDOT 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,

31.8.1. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

31.8.2. cancellation, termination or suspension of the contract, in whole or in part.

- 31.9. Incorporation of Provisions:** The CONSULTANT will include the provisions of Sections 31.4 through 31.8 in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the COUNTY, FDOT, 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 CONSULTANT becomes involved in, or is threatened with, litigation with a SUB-CONSULTANT or supplier as a result of such direction, the CONSULTANT may request the COUNTY and the FDOT to enter into such litigation to protect the interests of the COUNTY and FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 31.10. Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

- 31.11. Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- 31.12. Certification For Disclosure of Lobbying Activities:** CONSULTANTs participating in COUNTY projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34 and subsequently submitting through FDOT's LAPIT system.

31.13. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

31.13.1. The CONSULTANT, SUB-CONSULTANT, or sub-recipient shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT 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.

31.13.2. CONSULTANTs participating in COUNTY projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by "DBE's" and "non-DBE small businesses". The "DBE" and "non-DBE small business" SUB-CONSULTANT and their respective types of work shall be provided on this form.

31.13.3. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, CONSULTANT should have already submitted their Bid Opportunity List through the FDOT's Equal Opportunity Compliance System found at the following link (<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>). If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.

31.13.4. CONSULTANT must enter project DBE commitments in the Equal Opportunity Compliance System after contract execution. Also, if supplemental agreements are awarded as part of the project, DBE commitments must also be reported for those agreements.

31.14. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

31.15. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

31.16. The COUNTY hereby certifies that neither the CCONSULTANT nor the CONSULTANT's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

31.16.1. employ or retain, or agree to employ or retain, any firm or person, or

31.16.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

31.17. The CONSULTANT hereby certifies that it has not:

31.17.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;

31.17.2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

31.17.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

31.18. The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the FDOT and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

32. Public Records

32.1. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- 32.1.1.** Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT. Records must be maintained for no less than five years after the latter of the expiration or termination of this CONTRACT or the date of final payment for a specific TWO agreement.
- 32.1.2.** Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.1.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 32.1.4.** Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.
- 32.1.5.** Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.
- 32.1.6.** If CONSULTANT fails to provide public records to the COUNTY within a reasonable amount of time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

By: _____

PAM FEAGLE,
Chairperson

Print

ATTEST:

ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

Witness

Megan Carter

Print

By: _____

Gregory G. Bailey

Print President

Barbara White

Witness

Barbara White

Print

(SEAL)

**NFPS Hourly Rate Schedule****DESIGN TEAM** **RATE**

Principal Engineer (PE)	\$275.00
Sr. Professional Engineer (PE)	\$225.00
Project Engineer (PE)	\$175.00
Project Manager	\$130.00
Sr. Designer	\$90.00
Engineering Technician	\$75.00
CAD/Computer Technician	\$60.00
Sr. GIS Analyst	\$120.00
GIS Analyst	\$85.00
Sr. GIS Technician	\$70.00
GIS Technician	\$60.00

CONSTRUCTION TEAM **RATE**

Sr. Prof. Construction Engineer (PE)	\$225.00
Project Administrator	\$115.00
Sr. Construction Inspector	\$90.00
Construction Inspector	\$75.00
Sr. Bridge Inspector	\$95.00
Bridge Inspector	\$85.00
Material Engineer (PE)	\$175.00
Materials Testing/Sampling Technician	\$90.00
Field Technician	\$65.00
Asphalt Plant Inspector	\$80.00

SUPPORT STAFF & MISC. CATEGORIES **RATE**

Sr. Land Use Planner	\$130.00
Land Use Planner	\$90.00
Grant Administrator	\$100.00
Contract Support Specialist	\$90.00
RCS/EEO Specialist	\$80.00
Clerical	\$55.00
Water/Wastewater Plant Operator	\$80.00
Expert Witness	\$225.00

11/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trevor Hickman Insurance 383 SW Baya Dr Lake City FL 32025		CONTACT NAME: Crystal Cantrell PHONE (A/C No. Ext): (386) 752-0006 E-MAIL ADDRESS: crystal@thinsagency.com FAX (A/C No): 3867529806	
INSURED NORTH FLORIDA PROFESSIONAL SERVICES INC P.O. BOX 3823 Lake City FL 32056-3823		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE INS CO OF AMERICA INSURER B: DEPOSITORS INSURANCE INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25453 42587	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	ACPBPOZ5964388204	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	ACPBPOZ5964388204	03/22/2019	03/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	ACPWCD5964388204	03/22/2019	03/22/2020

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Taylo County 108 N Jeferson Street Perry, FL 32347	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Melissa Canestro	
	PHONE (A/C No. Ext): 360-626-2008	FAX (A/C No.): 360-598-3703
	E-MAIL ADDRESS: mcanestro@hallandcompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Argonaut Insurance Company	19801
INSURED North Florida Professional Services Inc PO Box 3823 Lake City FL 32056	18876	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1886109643

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made			121AE000041801	3/15/2019	3/15/2020	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

Taylor County
108 N Jefferson St.
Perry FL 32347

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES **HIGHWAY AND BRIDGE/STRUCTURAL DESIGN**

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, materials sampling and testing, compliance of contractors with the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and Florida Statutes. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the COUNTY. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

2.0 SCOPE:

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

2.1 FDOT Work Classifications:

Major/Minor Work Groups include:

- 10.1 Roadway Construction Engineering & Inspection*
- 10.3 Construction Materials Inspection*
- 10.4 Minor Bridge & Miscellaneous Structures CEI*

2.2 On a single Construction Contract, it is a conflict of interest for CONSULTANT to receive compensation from both the COUNTY and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

3.1 The services for each Construction Contract shall begin upon issuance of a Task Work Order and written notification to proceed by the COUNTY.

3.2 Track the execution of the Construction Contract such that CONSULTANT is given timely authorization to begin work. While no personnel shall be assigned until written notification by the COUNTY has been issued, the CONSULTANT shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the COUNTY and Contractor to minimize rescheduling of CONSULTANT activities due to construction delays or changes in scheduling of Contractor activities.

3.3 For estimating purposes, the CONSULTANT will be allowed an accumulation of ten (10) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's Notice to Proceed on the first project and ten (10) calendar days to demobilize after final acceptance of the last Construction Contract.

3.4 The anticipated letting schedules and construction times for the projects will be determined as projects are identified.

4.0 DEFINITIONS:

- 4.1 **Agreement:** The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- 4.2 **Contractor:** The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- 4.3 **Construction Contract:** The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- 4.4 **CONSULTANT:** The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

- 5.1 The COUNTY, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 5.1.1 Construction Plans,
 - 5.1.2 Specification Package,
 - 5.1.3 Copy of the Executed Construction Contract,
 - 5.1.4 Copy of the Executed Program Agreement, and

6.0 ITEMS TO BE FURNISHED BY THE CONSULTANT:

- 6.1 **COUNTY Documents:** All applicable COUNTY documents referenced herein shall be a condition of this Agreement. All documents, directives, procedures, and standard forms are available from the COUNTY or through the FDOT's Internet website, <http://www.dot.state.fl.us/construction/>.
- 6.2 **Office Automation:** Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.
 - 6.2.1 All computer coding shall be input by CONSULTANT personnel using equipment furnished by them.
 - 6.2.2 Ownership and possession of computer equipment and related software, which is provided by the CONSULTANT, shall remain at all times with the CONSULTANT. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.
- 6.3 **Vehicles:** Vehicles shall be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the

CONSULTANT name clearly identified and prominently displayed.

- 6.4 Field Equipment:** Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

6.4.1 Hard hats shall have the name of the consulting firm visibly displayed.

6.4.2 Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

6.4.3 Handling of nuclear density gauges shall be in compliance with their license.

6.4.4 Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.4.5 Licensing for Equipment Operations: Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

6.4.5.1 Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

7.1 For the duration of the Agreement, keep the COUNTY informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

7.2 Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

7.3 Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, Change Orders and Supplemental Amendments to the COUNTY for review and approval.

7.4 Any major change in the plans and contract provisions must have formal approval from the COUNTY in advance of their effective date. When an emergency or unusual conditions justify, the COUNTY may give tentative verbal approval in advance to such changes or extra work and ratify such approval with formal approval as soon after as practicable.

8.0 PERFORMANCE OF THE CONSULTANT:

8.1 During the term of this Agreement and all Supplemental Amendments thereof, the COUNTY or its designee or auditing agency such as the Federal Highway Administration (FHWA) may review various phases of CONSULTANT operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine

compliance with this Agreement and associated TWOs. Cooperate and assist COUNTY representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. COUNTY recommendations and CONSULTANT responses/actions are to be properly documented by the CONSULTANT. No additional compensation shall be allowed for remedial action taken by the CONSULTANT to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- 8.1.1 Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- 8.1.2 Immediately replace personnel whose performance has been determined by the Consultant, Local Agency Project Manager or the Department to be inadequate. The Consultant Action Request form for personnel approval shall be submitted to the Local Agency Project Manager and Department Program/Project Manager at least two weeks prior to the date an individual is to report to work.
- 8.1.3 Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- 8.1.4 Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

- 9.1 **General:** It shall be the responsibility of the CONSULTANT to administer, 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. It shall be the responsibility of the CONSULTANT staff to monitor the Contractor's performance during the Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes.
 - 9.1.1 Observe the Contractor's reporting activities for contract compliance. Identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct discrepancies.
 - 9.1.2 Inform 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.
- 9.2 **Contract Support:** Assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.
 - 9.2.1 Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all compliance activities and events relating to the project performance and

properly document all deficiencies. These services will include but are not limited to the following:

9.2.1.1 Attend a pre-service meeting for the Agreement and each TWO. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any needed systems.

9.2.1.2 Coordinate the EEO monitoring documentation as required (i.e. Labor Interviews)

9.2.1.3 Coordinate and facilitate effective communication with key COUNTY, Contractor, and Utility personnel

The level of review required will be determined by the COUNTY during the project kick-off meeting.

9.3 Survey Control: Check/Verify or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) ensure the Contractor can sufficiently make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

9.4 On-site Inspection: Monitor the Contractor's on-site 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 projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

9.5 Traffic Control: Monitor and inspect the project Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the COUNTY's procedure. CONSULTANT employees performing such services shall be qualified in accordance with the applicable procedures.

9.6 Sampling and Testing: Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

9.6.1 Determine the acceptability of all materials and completed work items on the basis of either test results, verification of a certification or applicable quality assurance reviews.

9.6.2 Sampling, testing and laboratory methods shall be as required by the COUNTY's Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

9.6.3 Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

- 9.6.4** Transport samples to be tested to the appropriate laboratory or appropriate COUNTY facility.
- 9.6.5** Input verification testing information and data into the COUNTY's database or the Florida Department of Transportation's database (LIMS or other system specified by the COUNTY) using instructions provided by the COUNTY.
- 9.7 Engineering Services:** Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the COUNTY for failure of such parties to follow written direction issued by the Consultant.
- 9.7.1** Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:
- 9.7.1.1** Attend a pre-service meeting for the Agreement. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any required systems.
- 9.7.1.2** Schedule and attend a project close out meeting with the COUNTY. Provide appropriate staff to attend and participate in this meeting.
- 9.7.1.3** Schedule and attend a meeting with the COUNTY prior to the Pre-construction Conference. Provide personnel proficient in the use of computers and scanner operation to obtain, record and document construction project information.
- 9.7.1.4** Schedule and conduct a meeting with the COUNTY prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- 9.7.1.5** Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
- 9.7.1.6** Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications.

Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

- 9.7.1.7** Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- 9.7.1.8** Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including COUNTY owned facilities.
 - 9.7.1.8.1** Identify, review, and track progress of any COUNTY and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
- 9.7.1.9** Produce reports, verify quantity calculations and field measurements for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the COUNTY to make timely payment to the Contractor.
- 9.7.1.10** Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.
- 9.7.1.11** Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.
- 9.7.1.12** Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with COUNTY procedures.
- 9.7.1.13** CONSULTANT shall provide appropriate personnel for surveillance of the Contractor's compliance with Construction Contract requirements. Such personnel is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. All related documents and correspondence must be accurate and kept up to date; all compliance reviews must be attended, the complete project files must be

furnished for review and assist the COUNTY as requested.

9.7.1.13.1 The CONSULTANT shall perform the field interviews, provide work space and supplies for project compliance files.

9.7.1.14 The COUNTY will provide Public Information Services.

9.7.1.15 Prepare and submit to the COUNTY monthly in an acceptable reporting format.

9.7.1.16 Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

10.0 PERSONNEL:

- 10.1 General Requirements:** Provide qualified personnel necessary to efficiently and effectively carry out the responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the Department, the Department will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions. During the period of this Agreement, the Department or Local Agency may determine that additional staff is needed beyond the positions shown below. The qualifications and education of the additional positions will be determined as the need for the positions arise.

- 10.2 Personnel Qualifications:** Provide competent personnel qualified by experience and education. Submit in writing to the COUNTY the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The FDOT Consultant Action Request form may be used for personnel approval requests and shall be submitted to the COUNTY at least two weeks prior to the date an individual is to report to work.

Personnel identified in the CONSULTANT technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the COUNTY. Staff that has been removed shall be replaced by the CONSULTANT within two week of COUNTY notification.

Before the project begins, all project staff shall have all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the CONSULTANT's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the COUNTY and should occur as workload permits. Visit the training page on the FDOT State Construction Office website for training dates.

Minimum qualifications for the CONSULTANT personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and

the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the COUNTY's, FDOT's procedures, Specifications and Design Standards will be obtained. The County Engineer or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with COUNTY standards. Also must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

None

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain

registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope or for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering & inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise

independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

- 10.3 Staffing:** Once authorized, the CONSULTANT shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the COUNTY has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the CONSULTANT while the Contractor is working. If Contractor operations are substantially reduced or suspended, the CONSULTANT will reduce its staff appropriately after notifying and receiving approval of COUNTY.

In the event that the suspension of Contractor operations requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

- 11.1 Quality Assurance Plan:** Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the COUNTY. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the CONSULTANT's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the COUNTY approves the CONSULTANT QA Plan.

- 11.1.1** Significant changes to the work requirements may require the CONSULTANT to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

11.1.1.1 Organization: A description is required of the CONSULTANT QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

11.1.1.2 Quality Assurance Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

11.1.1.3 Quality Assurance Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

11.1.1.4 Control of Subconsultants and Vendors: Detail the methods used to control subconsultant and vendor quality.

11.1.1.5 Quality Assurance Certification: An officer of the CONSULTANT firm shall certify that the inspection and documentation was done in accordance with the project specifications, plans, standard indexes, and

COUNTY procedures.

11.2 Quality Assurance Reviews: Conduct Quality Assurance Reviews every six months to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The reviews shall be submitted to the COUNTY in written form no later than one (1) month after the review.

11.2.1 On short duration CEI projects (nine (9) months or less), CONSULTANT shall perform an initial QA review within the first two (2) months of the start of construction.

11.2.2 On asphalt projects, CONSULTANT shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CONSULTANT staff.

11.2.3 The findings from the reviews may require more frequent reviews than those specified in this Agreement.

11.3 Quality Records: Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 PROJECT CLOSEOUT:

12.1 Prepare a Project/TWO Close Out package. If required, the COUNTY shall be responsible for forwarding the Local Agency Program Close Out package to FDOT.

13.0 AGREEMENT MANAGEMENT:

13.1 With each monthly invoice submittal, the CONSULTANT will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the CONSULTANT funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The CONSULTANT will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

13.2 When the CONSULTANT identifies a condition that will require an amendment to the Agreement, the CONSULTANT will communicate this need to the COUNTY for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the COUNTY for approval and further processing. The AR is to be submitted at such time to allow the COUNTY 12 weeks to process, approve,

and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions provided by the COUNTY.

- 13.3 The CONSULTANT is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the COUNTY.

14.0 INVOICING INSTRUCTIONS:

- 14.1 Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.
- 14.2 Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month. Invoicing shall include project reference information, itemized tasks and charges and dates of service.
- 14.3 If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- 14.4 All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 14.5 All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY.
- 14.6 A Final Invoice will be submitted to the COUNTY no later than the 30th day following Final Acceptance of the individual project or as requested by the COUNTY.

15.0 OTHER SERVICES:

- 15.1 Upon written authorization by the COUNTY's, the CONSULTANT will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the COUNTY to supplement the CONSULTANT services under this Agreement.
- 15.2 Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- 15.3 Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

15.4 Provide inspection services in addition to those provided for in this Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

16.1 In the event the Contractor submits a claim for additional compensation and/or time after the CONSULTANT has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

17.0 CONTRADICTIONS:

17.1 In the event of a contradiction between the provisions of this Scope of Services and the CONSULTANT's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY:

18.1 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

19.0 AUTHORITY:

19.1 The COUNTY shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the CONSULTANT.

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This CONTRACT made and entered into this _____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and _____ RS&H, Inc., a Florida Corporation, whose mailing address is _____ 157 SW McFarlane Ave, Lake City, FL 32025 (herein referred to as "CONSULTANT").

RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

Construction Engineering & Inspection Services as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order CEI_RSH-01. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the CONTRACT, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:

- 2.1. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
- 2.2. **"CONSULTANT"** means the firm of RS&H, Inc., which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
- 2.3. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
- 2.4. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
- 2.5. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated 12/13/2019) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
7. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of the CONTRACT as follows:
 - 7.1. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - 7.2. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
 - 7.3. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
 - 7.4. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this Section. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
8. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and reasonable attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property to the extent caused by negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this CONTRACT.
9. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY to the extent caused by negligent act, errors, or omissions of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto, and for

any and all damages, losses, and expenses to the COUNTY to the extent caused by the CONSULTANT's negligent performance of any of its obligations contained in the CONTRACT and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees to the extent caused by the CONSULTANT's negligence, errors, or omissions or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.

10. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that the CONTRACT is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the CONTRACT and any and all Task Work Orders thereto.
11. **Personnel:** The CONSULTANT agrees that when the services to be provided under this Contract, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to the CONTRACT and/or all Task Work Orders thereto.
12. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of the CONTRACT so that all professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
13. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.
14. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to the CONTRACT and all Task Work Orders that each and every provision of law required to be inserted in the CONTRACT and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then the CONTRACT shall,

upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

15. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the CONTRACT.
16. **Documents:** Original project documents prepared by the CONSULTANT under the CONTRACT and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the CONSULTANT. Any modification or reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.
17. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under the CONTRACT and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, SUB-CONSULTANTS.
18. **Effective and Binding:** The CONTRACT shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
19. **Controlling Law:** The CONTRACT is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
20. **Public Entity Crimes:** CONSULTANT and any affiliate person must notify the COUNTY within 30 days after a conviction of a public entity crime applicable to CONSULTANT, its employees, agents, sub-Consultants or an affiliate. The COUNTY shall transmit all information relating to a person having been convicted of a public entity crime to the Florida Department of Management Services in writing within 10 days.

21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the CONTRACT, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
22. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
23. **Non-Exclusive Contract:** The parties hereto agree that the CONTRACT is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
24. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the CONTRACT with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under the CONTRACT shall be construed to give any rights or benefits in the CONTRACT to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
25. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in the CONTRACT, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

26. **Term of Contract:** The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
27. **Termination:** The failure of either party to comply with any provision of the CONTRACT shall place that party in default. Prior to terminating the CONTRACT, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
 - 27.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.
 - 27.2. The COUNTY may terminate a Task Work Order or the CONTRACT without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.

- 27.3. In the event funds to finance a Task Work Order or the CONTRACT become unavailable, the COUNTY may terminate the Task Work Order or CONTRACT with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.
- 27.4. After receipt of a termination notice from COUNTY and except as otherwise directed by the COUNTY, the CONSULTANT shall:
- 27.4.1. Stop work on the date and to the extent specified.
- 27.4.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 27.4.3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.
- 27.4.4. Continue and complete all parts of the work that have not been terminated.
28. **Entire Agreement:** The CONTRACT constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
29. **Parties Bound:** The CONTRACT shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.
30. **E-Verify System – U.S. Division of Homeland Security:**
- 30.1. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the CONTRACT; and
- 30.2. CONSULTANT shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
31. **Federal Requirements:**
- The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:
- 31.1. It is understood and agreed that all rights of the COUNTY and the Florida Department of Transportation (FDOT), when applicable, relating to inspection, review, approval,

patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

- 31.2.** It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- 31.3.** Certification of Eligibility: The CONSULTANT's participating in COUNTY projects are required to indicate their eligibility by certifying that CONSULTANT, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32 and subsequently submitting through FDOT's LAPIT system.
- 31.4.** Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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 the CONTRACT.
- 31.5.** Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will 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.
- 31.6.** Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.
- 31.7.** Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FDOT, 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 the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the COUNTY,

FDOT, 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.

- 31.8. Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY and/or FDOT 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,

31.8.1. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

31.8.2. cancellation, termination or suspension of the contract, in whole or in part.

- 31.9. Incorporation of Provisions:** The CONSULTANT will include the provisions of Sections 31.4 through 31.8 in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the COUNTY, FDOT, 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 CONSULTANT becomes involved in, or is threatened with, litigation with a SUB-CONSULTANT or supplier as a result of such direction, the CONSULTANT may request the COUNTY and the FDOT to enter into such litigation to protect the interests of the COUNTY and FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 31.10. Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

- 31.11. Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- 31.12. Certification For Disclosure of Lobbying Activities:** CONSULTANTS participating in COUNTY projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34 and subsequently submitting through FDOT's LAPIT system.

31.13. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor:

31.13.1. The CONSULTANT, SUB-CONSULTANT, or sub-recipient shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT 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.

31.13.2. CONSULTANTS participating in COUNTY projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by "DBE's" and "non-DBE small businesses". The "DBE" and "non-DBE small business" SUB-CONSULTANT and their respective types of work shall be provided on this form.

31.13.3. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, CONSULTANT should have already submitted their Bid Opportunity List through the FDOT's Equal Opportunity Compliance System found at the following link (<https://fdotwpl.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/Login?ReturnUrl=%2fEqualOpportunityCompliance>). If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.

31.13.4. CONSULTANT must enter project DBE commitments in the Equal Opportunity Compliance System after contract execution. Also, if supplemental agreements are awarded as part of the project, DBE commitments must also be reported for those agreements.

31.14. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

31.15. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

31.16. The COUNTY hereby certifies that neither the CCONSULTANT nor the CONSULTANT's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

31.16.1. employ or retain, or agree to employ or retain, any firm or person, or

31.16.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

31.17. The CONSULTANT hereby certifies that it has not:

31.17.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;

31.17.2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

31.17.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

31.18. The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the FDOT and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

32. Public Records

32.1. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- 32.1.1.** Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT. Records must be maintained for no less than five years after the latter of the expiration or termination of this CONTRACT or the date of final payment for a specific TWO agreement.
- 32.1.2.** Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.1.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 32.1.4.** Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.
- 32.1.5.** Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.
- 32.1.6.** If CONSULTANT fails to provide public records to the COUNTY within a reasonable amount of time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

By: _____

PAM FEAGLE,
Chairperson

Print

ATTEST:

ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

Valerie T. Harris
Witness

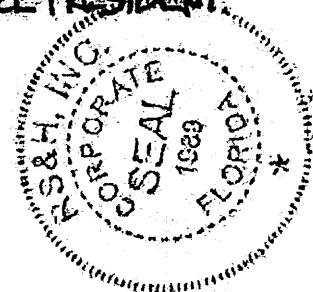
Valerie T. Harris
Print

By: John J. Bottaro 12/18/19
P&H, INC.
JOHN J. BOTTARO
Print EXECUTIVE VICE PRESIDENT

Matthew S. Tomczak
Witness

MATTHEW S. TOMCZAK
Print

(SEAL)



12/13/2019



157 SW McFarlane Ave
Lake City, FL 32025

☎ 800-741-2034
rsandh.com

RS&H Hourly Rates

Position	Hourly Rate
Senior Project Engineer	\$ 194.96
Project Administrator	\$ 119.11
Contract Support Specialist	\$ 85.80
Senior Inspector	\$ 92.41
Inspector	\$ 69.10
Asphalt Plant Inspector	\$ 81.54

Quest Corporation of American Hourly Rates

Position	Hourly Rate
CEI RCS / Community Outreach Specialist	\$ 79.81
CEI Secretary / Clerical A	\$ 32.60
CEI Secretary / Clerical B	\$ 61.05

Cal-Tech Hourly Rates

Position	Hourly Rate
Inspector	\$ 72.79
Asphalt Plant Inspector	\$ 76.37

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, materials sampling and testing compliance of contractors with the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and Florida Statutes. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the COUNTY. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

2.0 SCOPE:

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

2.1 FDOT Work Classifications:

Major/Minor Work Groups include: *10.1 Roadway Construction Engineering & Inspection*
10.3 Construction Materials Inspection
10.4 Minor Bridge & Miscellaneous Structures CEI

2.2 On a single Construction Contract, it is a conflict of interest for CONSULTANT to receive compensation from both the COUNTY and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

3.1 The services for each Construction Contract shall begin upon issuance of a Task Work Order and written notification to proceed by the COUNTY.

3.2 Track the execution of the Construction Contract such that CONSULTANT is given timely authorization to begin work. While no personnel shall be assigned until written notification by the COUNTY has been issued, the CONSULTANT shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the COUNTY and Contractor to minimize rescheduling of CONSULTANT activities due to construction delays or changes in scheduling of Contractor activities.

3.3 For estimating purposes, the CONSULTANT will be allowed an accumulation of ten (10) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's Notice to Proceed on the first project and ten (10) calendar days to demobilize after final acceptance of the last Construction Contract.

3.4 The anticipated letting schedules and construction times for the projects will be determined as projects are identified.

4.0 DEFINITIONS:

- 4.1 Agreement: The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- 4.2 Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- 4.3 Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- 4.4 CONSULTANT: The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

- 5.1 The COUNTY, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 5.1.1 Construction Plans,
 - 5.1.2 Specification Package,
 - 5.1.3 Copy of the Executed Construction Contract,
 - 5.1.4 Copy of the Executed Program Agreement, and

6.0 ITEMS TO BE FURNISHED BY THE CONSULTANT:

- 6.1 COUNTY Documents: All applicable COUNTY documents referenced herein shall be a condition of this Agreement. All documents, directives, procedures, and standard forms are available from the COUNTY or through the FDOT's Internet website, <http://www.dot.state.fl.us/construction/>.
- 6.2 Office Automation: Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.
 - 6.2.1 All computer coding shall be input by CONSULTANT personnel using equipment furnished by them.
 - 6.2.2 Ownership and possession of computer equipment and related software, which is provided by the CONSULTANT, shall remain at all times with the CONSULTANT. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.
- 6.3 Vehicles: Vehicles shall be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the

CONSULTANT name clearly identified and prominently displayed.

- 6.4 Field Equipment:** Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

6.4.1 Hard hats shall have the name of the consulting firm visibly displayed.

6.4.2 Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

6.4.3 Handling of nuclear density gauges shall be in compliance with their license.

6.4.4 Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.4.5 Licensing for Equipment Operations: Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

6.4.5.1 Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

7.1 For the duration of the Agreement, keep the COUNTY informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

7.2 Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

7.3 Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, Change Orders and Supplemental Amendments to the COUNTY for review and approval.

7.4 Any major change in the plans and contract provisions must have formal approval from the COUNTY in advance of their effective date. When an emergency or unusual conditions justify, the COUNTY may give tentative verbal approval in advance to such changes or extra work and ratify such approval with formal approval as soon after as practicable.

8.0 PERFORMANCE OF THE CONSULTANT:

8.1 During the term of this Agreement and all Supplemental Amendments thereof, the COUNTY or its designee or auditing agency such as the Federal Highway Administration (FHWA) may review various phases of CONSULTANT operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine

compliance with this Agreement and associated TWOs. Cooperate and assist COUNTY representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. COUNTY recommendations and CONSULTANT responses/actions are to be properly documented by the CONSULTANT. No additional compensation shall be allowed for remedial action taken by the CONSULTANT to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- 8.1.1 Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- 8.1.2 Immediately replace personnel whose performance has been determined by the Consultant, Local Agency Project Manager or the Department to be inadequate. The Consultant Action Request form for personnel approval shall be submitted to the Local Agency Project Manager and Department Program/Project Manager at least two weeks prior to the date an individual is to report to work.
- 8.1.3 Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- 8.1.4 Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

- 9.1 **General:** It shall be the responsibility of the CONSULTANT to administer, 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. It shall be the responsibility of the CONSULTANT staff to monitor the Contractor's performance during the Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes.
 - 9.1.1 Observe the Contractor's reporting activities for contract compliance. Identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct discrepancies.
 - 9.1.2 Inform 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.
- 9.2 **Contract Support:** Assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.
 - 9.2.1 Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all compliance activities and events relating to the project performance and

properly document all deficiencies. These services will include but are not limited to the following:

9.2.1.1 Attend a pre-service meeting for the Agreement and each TWO. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any needed systems.

9.2.1.2 Coordinate the EEO monitoring documentation as required (i.e. Labor Interviews)

9.2.1.3 Coordinate and facilitate effective communication with key COUNTY, Contractor, and Utility personnel

The level of review required will be determined by the COUNTY during the project kick-off meeting.

9.3 Survey Control: Check/Verify or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) ensure the Contractor can sufficiently make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

9.4 On-site Inspection: Monitor the Contractor's on-site 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 projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

9.5 Traffic Control: Monitor and inspect the project Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the COUNTY's procedure. CONSULTANT employees performing such services shall be qualified in accordance with the applicable procedures.

9.6 Sampling and Testing: Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

9.6.1 Determine the acceptability of all materials and completed work items on the basis of either test results, verification of a certification or applicable quality assurance reviews.

9.6.2 Sampling, testing and laboratory methods shall be as required by the COUNTY's Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

9.6.3 Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

- 9.6.4 Transport samples to be tested to the appropriate laboratory or appropriate COUNTY facility.
- 9.6.5 Input verification testing information and data into the COUNTY's database or the Florida Department of Transportation's database (LIMS or other system specified by the COUNTY) using instructions provided by the COUNTY.
- 9.7 **Engineering Services:** Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the COUNTY for failure of such parties to follow written direction issued by the Consultant.
 - 9.7.1 Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:
 - 9.7.1.1 Attend a pre-service meeting for the Agreement. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any required systems.
 - 9.7.1.2 Schedule and attend a project close out meeting with the COUNTY. Provide appropriate staff to attend and participate in this meeting.
 - 9.7.1.3 Schedule and attend a meeting with the COUNTY prior to the Pre-construction Conference. Provide personnel proficient in the use of computers and scanner operation to obtain, record and document construction project information.
 - 9.7.1.4 Schedule and conduct a meeting with the COUNTY prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
 - 9.7.1.5 Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
 - 9.7.1.6 Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications.

Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

9.7.1.7 Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

9.7.1.8 Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including COUNTY owned facilities.

9.7.1.8.1 Identify, review, and track progress of any COUNTY and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

9.7.1.9 Produce reports, verify quantity calculations and field measurements for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the COUNTY to make timely payment to the Contractor.

9.7.1.10 Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.

9.7.1.11 Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.

9.7.1.12 Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with COUNTY procedures.

9.7.1.13 CONSULTANT shall provide appropriate personnel for surveillance of the Contractor's compliance with Construction Contract requirements. Such personnel is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. All related documents and correspondence must be accurate and kept up to date; all compliance reviews must be attended, the complete project files must be

furnished for review and assist the COUNTY as requested.

9.7.1.13.1 The CONSULTANT shall perform the field interviews, provide work space and supplies for project compliance files.

9.7.1.14 The COUNTY will provide Public Information Services.

9.7.1.15 Prepare and submit to the COUNTY monthly in an acceptable reporting format.

9.7.1.16 Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

10.0 **PERSONNEL:**

10.1 **General Requirements:** Provide qualified personnel necessary to efficiently and effectively carry out the responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the Department, the Department will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions. During the period of this Agreement, the Department or Local Agency may determine that additional staff is needed beyond the positions shown below. The qualifications and education of the additional positions will be determined as the need for the positions arise.

10.2 **Personnel Qualifications:** Provide competent personnel qualified by experience and education. Submit in writing to the COUNTY the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The FDOT Consultant Action Request form may be used for personnel approval requests and shall be submitted to the COUNTY at least two weeks prior to the date an individual is to report to work.

Personnel identified in the CONSULTANT technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the COUNTY. Staff that has been removed shall be replaced by the CONSULTANT within two week of COUNTY notification.

Before the project begins, all project staff shall have all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the CONSULTANT's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the COUNTY and should occur as workload permits. Visit the training page on the FDOT State Construction Office website for training dates.

Minimum qualifications for the CONSULTANT personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and

the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the COUNTY's, FDOT's procedures, Specifications and Design Standards will be obtained. The County Engineer or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with COUNTY standards. Also must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

None

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain

registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope or for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering & inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise

independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

- 10.3 Staffing:** Once authorized, the CONSULTANT shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the COUNTY has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the CONSULTANT while the Contractor is working. If Contractor operations are substantially reduced or suspended, the CONSULTANT will reduce its staff appropriately after notifying and receiving approval of COUNTY.

In the event that the suspension of Contractor operations requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

- 11.I Quality Assurance Plan:** Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the COUNTY. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the CONSULTANT's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the COUNTY approves the CONSULTANT QA Plan.

- 11.1.1** Significant changes to the work requirements may require the CONSULTANT to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

11.1.1.1 Organization: A description is required of the CONSULTANT QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

11.1.1.2 Quality Assurance Reviews: Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

11.1.1.3 Quality Assurance Records: Outline the types of records which will be generated and maintained during the execution of the QA program.

11.1.1.4 Control of Subconsultants and Vendors: Detail the methods used to control subconsultant and vendor quality.

11.1.1.5 Quality Assurance Certification: An officer of the CONSULTANT firm shall certify that the inspection and documentation was done in accordance with the project specifications, plans, standard indexes, and

COUNTY procedures.

11.2 Quality Assurance Reviews: Conduct Quality Assurance Reviews every six months to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The reviews shall be submitted to the COUNTY in written form no later than one (1) month after the review.

11.2.1 On short duration CEI projects (nine (9) months or less), CONSULTANT shall perform an initial QA review within the first two (2) months of the start of construction.

11.2.2 On asphalt projects, CONSULTANT shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CONSULTANT staff.

11.2.3 The findings from the reviews may require more frequent reviews than those specified in this Agreement.

11.3 Quality Records: Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 PROJECT CLOSEOUT:

12.1 Prepare a Project/TWO Close Out package. If required, the COUNTY shall be responsible for forwarding the Local Agency Program Close Out package to FDOT.

13.0 AGREEMENT MANAGEMENT:

13.1 With each monthly invoice submittal, the CONSULTANT will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the CONSULTANT funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The CONSULTANT will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

13.2 When the CONSULTANT identifies a condition that will require an amendment to the Agreement, the CONSULTANT will communicate this need to the COUNTY for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the COUNTY for approval and further processing. The AR is to be submitted at such time to allow the COUNTY 12 weeks to process, approve,

and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions provided by the COUNTY.

- 13.3 The CONSULTANT is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the COUNTY.

14.0 INVOICING INSTRUCTIONS:

- 14.1 Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.
- 14.2 Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month. Invoicing shall include project reference information, itemized tasks and charges and dates of service.
- 14.3 If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- 14.4 All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 14.5 All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY.
- 14.6 A Final Invoice will be submitted to the COUNTY no later than the 30th day following Final Acceptance of the individual project or as requested by the COUNTY.

15.0 OTHER SERVICES:

- 15.1 Upon written authorization by the COUNTY's, the CONSULTANT will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the COUNTY to supplement the CONSULTANT services under this Agreement.
- 15.2 Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- 15.3 Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

15.4 Provide inspection services in addition to those provided for in this Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

16.1 In the event the Contractor submits a claim for additional compensation and/or time after the CONSULTANT has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

17.0 CONTRADICTIONS:

17.1 In the event of a contradiction between the provisions of this Scope of Services and the CONSULTANT's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY:

18.1 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

19.0 AUTHORITY:

19.1 The COUNTY shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the CONSULTANT.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF CONTRACT AWARD WITH SHORT-LISTED FIRMS FOR PROFESSIONAL ENGINEERING SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT.

MEETING DATE REQUESTED:

February 3, 2020

Statement of Issue:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications and allows for continuing contracts for projects or studies that will not exceed specified thresholds within the statute.

Recommended Action: The Board should approve the proposed Continuing Contracts for Professional Engineering Services with each of the three short-listed firms; CHW, George & Associates and North Florida Professionals.

Fiscal Impact: EXPECTED TO BE 6~10% OF PROJECT COST BASIS

Budgeted Expense: YES

Submitted By: ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications (RFQ) and allows for continuing contracts to be used for projects or studies that will not exceed specified thresholds within the statute (\$2M individual project construction cost or a study with a \$200,000 professional services fee). In accordance with this requirement, the Board advertised a Request for Qualifications for Engineering Services. The Board received responses from five (5) firms on September 17, 2019, and appointed a Selection Committee to review their responsiveness.

The RFQ solicitation package identified the submission criteria, evaluation criteria and a sample contract for the successful firm(s). The Selection Committee members individually reviewed all packages submitted and then averaged scores to assemble a short-list of those firms that offered the most responsive proposals. At its November 4, 2019 meeting, the Board approved the Selection Committee's review and authorized contract negotiations with the top three (3) short-listed firms to provide Professional Engineering Services. Each firm was requested to execute their contract and provide proposed rates and current insurance coverage documents. The contracts and the proposed rates from each of the firms are included as attachments to this item.

The rates provided by each firm are individually categorized with some but not an entirety of overlap including inconsistency in terminology. These differences make it difficult for a direct comparison position by position. Further, the firms delineate their positional responsibilities differently where some aggregate responsibilities within a single position and others provide additional separation. From an overall perspective, the rates generally appear to track within a comparable margin of each other for consistent responsibilities without any glaring outliers. To better assure reasonableness of individual

project cost, project proposal requests will require the respective firm to complete a detailed "Staff Hour Estimate" that itemizes and assigns each task to an individual position of responsibility. These itemizations allow for additional scrutiny of cost proposals requiring justification of individual tasks and assigned personnel.

Selection Committee members are as follows:

Hank Evans, Public Works Director
Conrad Bishop, County Attorney

LaWanda Pemberton, County Administrator
Kenneth Dudley, County Engineer

Options

- 1) Approve the proposed Continuing Contracts for Professional Engineering Services with each of the three short-listed firms; CHW, George & Associates and North Florida Professionals.
- 2) Revise the proposed Continuing Contracts for Professional Engineering Services with each of the three short-listed firms; CHW, George & Associates and North Florida Professionals.
- 3) Reject the proposed recommendation and state reasons for denial.

Attachments:

Continuing Contract for Professional Engineering Services with CHW
Continuing Contract for Professional Engineering Services with George & Associates
Continuing Contract for Professional Engineering Services with North Florida Professionals

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This CONTRACT made and entered into this ____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and _____ CHW Professional Consultants _____, a Florida _____, whose mailing address is _____ 11801 Research Dr., Alachua, FL 32615 _____ (herein referred to as "CONSULTANT").

RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

Highway and Bridge/Structural Design Services as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order ENG_CHW-01. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the CONTRACT, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:

- 2.1. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
- 2.2. **"CONSULTANT"** means the firm of CHW Professional Consultants, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
- 2.3. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
- 2.4. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
- 2.5. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated _____) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
7. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of the CONTRACT as follows:
 - 7.1. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - 7.2. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
 - 7.3. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
 - 7.4. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this Section. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
8. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.
9. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto, and for any and

all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in the CONTRACT and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.

10. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that the CONTRACT is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the CONTRACT and any and all Task Work Orders thereto.
11. **Personnel:** The CONSULTANT agrees that when the services to be provided under the CONTRACT, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to the CONTRACT and/or all Task Work Orders thereto.
12. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of the CONTRACT so that all professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
13. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.
14. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to the CONTRACT and all Task Work Orders that each and every provision of law required to be inserted in the CONTRACT and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then the CONTRACT shall,

upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

15. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the CONTRACT.
16. **Documents:** Original project documents prepared by the CONSULTANT under the CONTRACT and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.
17. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under the CONTRACT and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, SUB-CONSULTANTS.
18. **Effective and Binding:** The CONTRACT shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
19. **Controlling Law:** The CONTRACT is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
20. **Public Entity Crimes:** CONSULTANT and any affiliate person must notify the COUNTY within 30 days after a conviction of a public entity crime applicable to CONSULTANT, its employees, agents, sub-Consultants or an affiliate. The COUNTY shall transmit all information relating to a person having been convicted of a public entity crime to the Florida Department of Management Services in writing within 10 days.

21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the CONTRACT, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
22. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
23. **Non-Exclusive Contract:** The parties hereto agree that the CONTRACT is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
24. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the CONTRACT with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under the CONTRACT shall be construed to give any rights or benefits in the CONTRACT to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
25. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in the CONTRACT, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

26. **Term of Contract:** The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
27. **Termination:** The failure of either party to comply with any provision of the CONTRACT shall place that party in default. Prior to terminating the CONTRACT, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
 - 27.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.
 - 27.2. The COUNTY may terminate a Task Work Order or the CONTRACT without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.

- 27.3. In the event funds to finance a Task Work Order or the CONTRACT become unavailable, the COUNTY may terminate the Task Work Order or CONTRACT with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.
- 27.4. After receipt of a termination notice from COUNTY and except as otherwise directed by the COUNTY, the CONSULTANT shall:
- 27.4.1. Stop work on the date and to the extent specified.
- 27.4.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 27.4.3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.
- 27.4.4. Continue and complete all parts of the work that have not been terminated.
28. **Entire Agreement:** The CONTRACT constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
29. **Parties Bound:** The CONTRACT shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.
30. **E-Verify System – U.S. Division of Homeland Security:**
- 30.1. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the CONTRACT; and
- 30.2. CONSULTANT shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
31. **Federal Requirements:**
- The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:
- 31.1. It is understood and agreed that all rights of the COUNTY and the Florida Department of Transportation (FDOT), when applicable, relating to inspection, review, approval,

patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

- 31.2.** It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- 31.3.** Certification of Eligibility: The CONSULTANT's participating in COUNTY projects are required to indicate their eligibility by certifying that CONSULTANT, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32 and subsequently submitting through FDOT's LAPIT system.
- 31.4.** Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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 the CONTRACT.
- 31.5.** Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will 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.
- 31.6.** Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.
- 31.7.** Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FDOT, 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 the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the COUNTY,

FDOT, 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.

- 31.8. Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY and/or FDOT 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,

31.8.1. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

31.8.2. cancellation, termination or suspension of the contract, in whole or in part.

- 31.9. Incorporation of Provisions:** The CONSULTANT will include the provisions of Sections 31.4 through 31.8 in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the COUNTY, FDOT, 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 CONSULTANT becomes involved in, or is threatened with, litigation with a SUB-CONSULTANT or supplier as a result of such direction, the CONSULTANT may request the COUNTY and the FDOT to enter into such litigation to protect the interests of the COUNTY and FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 31.10. Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

- 31.11. Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- 31.12. Certification For Disclosure of Lobbying Activities:** CONSULTANTS participating in COUNTY projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34 and subsequently submitting through FDOT's LAPIT system.

31.13. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

31.13.1. The CONSULTANT, SUB-CONSULTANT, or sub-recipient shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT 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.

31.13.2. CONSULTANTs participating in COUNTY projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by "DBE's" and "non-DBE small businesses". The "DBE" and "non-DBE small business" SUB-CONSULTANT and their respective types of work shall be provided on this form.

31.13.3. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, CONSULTANT should have already submitted their Bid Opportunity List through the FDOT's Equal Opportunity Compliance System found at the following link (<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>). If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.

31.13.4. CONSULTANT must enter project DBE commitments in the Equal Opportunity Compliance System after contract execution. Also, if supplemental agreements are awarded as part of the project, DBE commitments must also be reported for those agreements.

31.14. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

31.15. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

31.16. The COUNTY hereby certifies that neither the CCONSULTANT nor the CONSULTANT's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

31.16.1. employ or retain, or agree to employ or retain, any firm or person, or

31.16.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

31.17. The CONSULTANT hereby certifies that it has not:

31.17.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;

31.17.2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

31.17.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

31.18. The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the FDOT and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

32. Public Records

32.1. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- 32.1.1.** Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT. Records must be maintained for no less than five years after the latter of the expiration or termination of this CONTRACT or the date of final payment for a specific TWO agreement.
- 32.1.2.** Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.1.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 32.1.4.** Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.
- 32.1.5.** Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.
- 32.1.6.** If CONSULTANT fails to provide public records to the COUNTY within a reasonable amount of time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

By: _____

PAM FEAGLE,
Chairperson

Print

ATTEST:

ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

Shannon W. Brady
Witness

Shannon W. Brady
Print

By: _____

Robert J. Walpole
Print

President

Witness

Melissa Boyer
Print

(SEAL)



EXHIBIT "A"

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

SCOPE OF SERVICES

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

1.0 PURPOSE:

This scope of services describes and defines the Highway and Bridge/Structural Design services which are required in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to associated with various projects. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the COUNTY. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

2.0 SCOPE:

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

2.1 FDOT Work Classifications:

Major work groups include: ***3.1 Minor Highway Design***
 4.1.1, 4.1.2 Structure & Bridge Design

Minor work groups include: ***6.1, 7, 7.1, 7.2, 7.3, 8.1, 8.2 and 8.4***

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with the policies, procedures and requirements of the of the COUNTY, FDOT as may be required. It should be noted that the COUNTY processes may differ from that of the CONSULTANT. Contract documents prepared by CONSULTANT will be used by the COUNTY to bid the project and the CONTRACTOR to build the project. Additionally, these Contract documents will be used by the COUNTY or its Construction Engineering & Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the Florida Green Book, FDOT Plans Preparation Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the COUNTY.

The CONSULTANT shall be aware that as a project is developed, certain minor modifications and/or minor improvements to the original concepts not materially impacting the CONSULTANT's cost of performance may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY, the Florida Department of

Transportation and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project, a contract file in accordance with COUNTY procedures. CONSULTANT is expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this agreement to COUNTY standards and procedures. CONSULTANT shall minimize to the maximum extent possible the COUNTY's need to apply its own resources to assignments authorized by the COUNTY.

The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The COUNTY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

3.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. CONSULTANT: The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.
- E. Engineer of Record: The Engineer noted on the Construction plans as the person in responsible charge for the design and preparation of the plans.

4.0 PROJECT DESCRIPTION:

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. Each project description will be defined in each individual Task Work Order (TWO).

5.0 PROJECT COMMON AND PROJECT GENERAL TASKS:

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Project Sequencing: Project deliverables will generally adhere to a phased submittal. Phase I (30%), Phase II (60%), Phase III (90%), and Phase IV (100% Final)

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, any estimating process such as a spreadsheet may be used to produce a conceptual estimate. The quantities will be developed (beginning at 60% plans and no later than 90% plans). A Summary of Pay Items sheet shall be prepared with all required phase submittals. The number of phase submittals will vary by project and will be determined by the COUNTY at each project kick-off.

In providing estimates of construction cost, the COUNTY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing of bidders or proposers, and that the CONSULTANT's estimates are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the construction will not vary from the CONSULTANT's estimate of probable construction cost.

The CONSULTANT shall contact the COUNTY for details of the current format to be used before starting preparations of the specification package and any applicable Technical Special Provisions.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with the COUNTY, Local Agencies, FDOT, between disciplines and subconsultants, such as access management meetings, pavement design meetings, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

Surveying: The CONSULTANT shall perform required surveying tasks in accordance with all applicable Statutes, manuals, guidelines standards, handbooks, procedures, current design memoranda, and specific project requirements.

Quality Assurance/Quality Control: It is the intention of the COUNTY that CONSULTANT, including their subconsultant(s), is held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined by the COUNTY as applicable, that state and federal design criteria are followed as applicable, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the COUNTY.

It is the CONSULTANT's responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this contract, or it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for each project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Task Work Order and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the COUNTY, a subconsultant may perform Independent Peer Reviews.

Independent Peer Review and a Constructability/Bidability Review for design Phase Plans document submittals are required on each project. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include, but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on COUNTY and or federal aid construction projects (CEI, Contractor, etc.)

The Independent Peer Review for design Phase Plans submittals shall ensure the plans meet COUNTY requirements, the Florida Green Book, PPM (when applicable) and Design Standards. The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. If requested for review, the CONSULTANT shall submit the "marked-up" set of plans from this review along with the review comments and comment responses from any previous Constructability/Bidability reviews.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

5.1 Specifications Package and Construction Checklist Preparation: The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the COUNTY's specifications guidance. The Specifications Package shall be prepared using the COUNTY's specification development methodology or the FDOT's Specs on the Web application as agreed upon in each TWO. The CONSULTANT shall be able to document that the procedure defined by the COUNTY or in the FDOT Handbook for the Preparation

of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

The specifications package must be submitted for review to the COUNTY at least 30 days prior to the planned construction advertisement date, or sooner if required. This submittal does not require signing and sealing and shall be coordinated through the COUNTY. The CONSULTANT shall coordinate with the COUNTY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package and, (3) final project plans.

Final submittal of the specifications package must occur at least 14 working days prior to the planned construction advertisement date. This submittal shall be electronically/digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

- 5.2 Post Design Services:** Post Design Services may include, but not be limited to, meetings, construction assistance, plan revisions, shop drawing review, survey services and load ratings. Specific services will be negotiated initially and as a contract amendment when necessary.

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

- 5.3 Electronic/Digital Delivery:** The CONSULTANT shall deliver final contract documents in electronic/digital format including submitting documents through FDOT's LAPIT system, when applicable. The final contract documents shall be signed and sealed in accordance with applicable Florida Statutes.

6.0 ROADWAY ANALYSIS:

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all COUNTY and applicable FDOT manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 6.1 Traffic Control Analysis:** The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction unless the COUNTY determines that the Traffic Control Plan will be furnished by the Contractor. When the design is provided by the CONSULTANT, the design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed

FDOT required training. Before proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the COUNTY to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the COUNTY Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the COUNTY unless the road is on the State or National Highway system, in which case approval must be obtained from the Department. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

- 6.2 Traffic Control Plan Design Files:** The CONSULTANT shall develop master Traffic Control Plan files showing each phase of the Traffic Control Plan.
- 6.3 Design Variations and Exceptions:** If available, the COUNTY shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain COUNTY approval and FDOT concurrence (when applicable) of all appropriate Design Variations and/or Design Exceptions before the Phase 1 submittal. All documentation associated with Exceptions and Variations shall be reviewed by the COUNTY prior to submittal to the FDOT for approval or concurrence when required.
- 6.4 Design Report:** The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. Once prepared, the CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans as requested by the COUNTY. Such design notes, data, and computations shall be scanned and delivered electronically in a format specified by COUNTY, fully titled, numbered, dated, indexed and signed by the designer and the checker.
- 6.5 Quantities:** The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

7.0 ROADWAY PLANS:

The CONSULTANT shall prepare the plan sheets necessary to convey the intent and scope of the project for the purposes of construction in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The determination of the necessary plans sheets shall be may by the COUNTY.

- 7.1 Environmental Detail Sheets:** Preparation of detail sheets for potential environmental issues such as, underground fuel tanks and monitoring wells, septic tanks within the proposed right of way. All piping and pumps in association with the above referenced issues shall also be located and identified by the survey. The CONSULTANT shall relay to the COUNTY and relevant Regulatory Agencies any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination

or hazardous material.

8.0 DRAINAGE ANALYSIS:

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable COUNTY, State and Federal manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall concurrently fully coordinate with the appropriate permitting agencies and the COUNTY.

9.0 UTILITIES:

Utility coordination will be addressed by the CONSULTANT unless otherwise stated.

10.0 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES:

The CONSULTANT shall notify the COUNTY and other appropriate personnel in advance of all scheduled permit related meetings with any regulatory agency to allow the COUNTY representative to attend. Notification shall include copying the COUNTY on all related correspondence.

10.1 Preliminary Project Research: The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

10.2 Complete and Submit All Required Permit Applications: The CONSULTANT shall prepare permit packages as required by the COUNTY and applicable permitting agencies.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as SRWMD ERP application, the US Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; UMAMs, Biodiversity Matrix review, Cultural Resource Assessment and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for COUNTY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The CONSULTANT will submit all permit applications, as directed by the COUNTY with the COUNTY responsible for payment of all permit fees.

10.3 Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for any changes to the project and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

11.0 STRUCTURES-SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS:

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions of each TWO.

The CONSULTANT shall provide Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements and be neatly and logically presented at the COUNTY's request. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

In accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, CONSULTANT shall analyze and prepare plans for the following:

STRUCTURES - MISCELLANEOUS
SIGNING AND PAVEMENT MARKING
SIGNALIZATION
LIGHTING

12.0 PROJECT REQUIREMENTS:

- 12.1 Key Personnel:** The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.
- 12.2 Progress Reporting:** The CONSULTANT shall meet with the COUNTY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the COUNTY approves the monthly progress report and the payout curve or with earned value analysis. The COUNTY will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.
- 12.3 Professional Endorsement:** The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, technical special provisions, and plans as required by the COUNTY and/or the State of Florida standards as applicable. CONSULTANT shall clearly identify the Engineer of Record in responsible charge of each TWO.
- 12.4 Coordination with Other Consultants:** The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

13.0 INVOICING INSTRUCTIONS:

- 13.1** Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished

and accepted by the COUNTY.

- 13.2** Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month. Invoicing shall include project reference information, itemized tasks and charges and dates of service.
- 13.3** If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- 13.4** All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 13.5** All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY. A Final Invoice will be submitted to the COUNTY no later than the 30th day following Final Acceptance of the individual project or as requested by the COUNTY.

Schedule 'A'

CHW - 2020 Standard Rates

Effective July 1, 2019 – June 30, 2020

Civil Engineering Division

Director Engineering	<u>Rate</u> \$ 175.00/hr.
Senior Project Manager	\$ 160.00/hr.
Project Manager/Professional Engineer	\$ 140.00/hr.
Project Engineer	\$ 115.00/hr.

Construction Engineering Inspections Division

Director Construction Services	<u>Rate</u> \$ 175.00/hr.
Construction Project Manager	\$ 125.00/hr.
Senior Inspector/Supervisor	\$ 100.00/hr.
Inspector	\$ 85.00/hr.

Planning Division

Director of Planning & G.I.S. Services	<u>Rate</u> \$ 175.00/hr.
Senior Project Manager	\$ 160.00/hr.
Senior Planner	\$ 140.00/hr.
Land Planner	\$ 115.00/hr.

Design Division

Design Manager	<u>Rate</u> \$ 175.00/hr.
Project Manager/Professional Landscape Architect	\$ 135.00/hr.
Project Landscape Architect	\$ 115.00/hr.
Designer	\$ 100.00/hr.

Land Surveying Division

Director/Professional Surveyor & Mapper	<u>Rate</u> \$ 175.00/hr.
Senior Project Manager	\$ 160.00/hr.
Professional Surveyor & Mapper	\$ 140.00/hr.
Chief of Surveys/Project Surveyor	\$ 115.00/hr.
2-Man Field Crew	\$ 145.00/hr.
3-Man Field Crew	\$ 180.00/hr.
GPS Field Operator/Robotics (1-man)	\$ 110.00/hr.
Field Technician	\$ 70.00/hr.

All Divisions

Depositions/Expert Witness	<u>Rate</u> \$ 450.00/hr.
Principals	\$ 225.00/hr.
Senior CADD Designer	\$ 105.00/hr.
CADD Designer II	\$ 100.00/hr.
GIS/Mapping Technician	\$ 90.00/hr.
CADD Designer I	\$ 80.00/hr.
Project Coordinator	\$ 65.00/hr.
Project Interns	\$ 60.00/hr.
Project Assistant / Administrative Assistant	\$ 60.00/hr.

H:\Proposals-ALTA Standards\Standard Rates Schedule\2020 hourly fees.docx

Overnight deliveries and Prints charged at 115% of actual cost.
Rates may be increased by 5% July 1 of each year of this contract.

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This CONTRACT made and entered into this _____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and _____ George & Associates Consulting Engineers, a Florida _____, whose mailing address is: _____ 1967 Commonwealth Lane, Lake City, FL 32303 (herein referred to as "CONSULTANT").

Tallahassee, Florida
RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

Highway and Bridge/Structural Design Services as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order ENG_GACE-01. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the CONTRACT, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:

- 2.1. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be duly authorized to act on the COUNTY's behalf relative to this Contract.
- 2.2. **"CONSULTANT"** means the firm of George & Associates Consulting Engineers, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
- 2.3. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
- 2.4. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
- 2.5. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated _____) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
7. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of the CONTRACT as follows:
- 7.1. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - 7.2. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
 - 7.3. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
 - 7.4. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this Section. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
8. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.
9. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto, and for any and

all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in the CONTRACT and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.

10. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that the CONTRACT is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the CONTRACT and any and all Task Work Orders thereto.
11. **Personnel:** The CONSULTANT agrees that when the services to be provided under the CONTRACT, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to the CONTRACT and/or all Task Work Orders thereto.
12. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of the CONTRACT so that all professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
13. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.
14. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to the CONTRACT and all Task Work Orders that each and every provision of law required to be inserted in the CONTRACT and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then the CONTRACT shall,

upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

15. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the CONTRACT.
16. **Documents:** Original project documents prepared by the CONSULTANT under the CONTRACT and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.
17. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under the CONTRACT and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, SUB-CONSULTANTS.
18. **Effective and Binding:** The CONTRACT shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
19. **Controlling Law:** The CONTRACT is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
20. **Public Entity Crimes:** CONSULTANT and any affiliate person must notify the COUNTY within 30 days after a conviction of a public entity crime applicable to CONSULTANT, its employees, agents, sub-Consultants or an affiliate. The COUNTY shall transmit all information relating to a person having been convicted of a public entity crime to the Florida Department of Management Services in writing within 10 days.

21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the CONTRACT, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
22. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
23. **Non-Exclusive Contract:** The parties hereto agree that the CONTRACT is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
24. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the CONTRACT with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under the CONTRACT shall be construed to give any rights or benefits in the CONTRACT to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
25. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in the CONTRACT, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

26. **Term of Contract:** The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
27. **Termination:** The failure of either party to comply with any provision of the CONTRACT shall place that party in default. Prior to terminating the CONTRACT, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
 - 27.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.
 - 27.2. The COUNTY may terminate a Task Work Order or the CONTRACT without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.

- 27.3. In the event funds to finance a Task Work Order or the CONTRACT become unavailable, the COUNTY may terminate the Task Work Order or CONTRACT with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.
- 27.4. After receipt of a termination notice from COUNTY and except as otherwise directed by the COUNTY, the CONSULTANT shall:
- 27.4.1. Stop work on the date and to the extent specified.
 - 27.4.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 27.4.3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.
 - 27.4.4. Continue and complete all parts of the work that have not been terminated.
28. **Entire Agreement:** The CONTRACT constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
29. **Parties Bound:** The CONTRACT shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.
30. **E-Verify System – U.S. Division of Homeland Security:**
- 30.1. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the CONTRACT; and
 - 30.2. CONSULTANT shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
31. **Federal Requirements:**
- The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:
- 31.1. It is understood and agreed that all rights of the COUNTY and the Florida Department of Transportation (FDOT), when applicable, relating to inspection, review, approval,

patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

- 31.2.** It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- 31.3.** Certification of Eligibility: The CONSULTANT's participating in COUNTY projects are required to indicate their eligibility by certifying that CONSULTANT, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32 and subsequently submitting through FDOT's LAPIT system.
- 31.4.** Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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 the CONTRACT.
- 31.5.** Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will 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.
- 31.6.** Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.
- 31.7.** Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FDOT, 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 the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the COUNTY,

FDOT, 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.

- 31.8. Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY and/or FDOT 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,

31.8.1. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

31.8.2. cancellation, termination or suspension of the contract, in whole or in part.

- 31.9. Incorporation of Provisions:** The CONSULTANT will include the provisions of Sections 31.4 through 31.8 in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the COUNTY, FDOT, 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 CONSULTANT becomes involved in, or is threatened with, litigation with a SUB-CONSULTANT or supplier as a result of such direction, the CONSULTANT may request the COUNTY and the FDOT to enter into such litigation to protect the interests of the COUNTY and FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 31.10. Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

- 31.11. Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- 31.12. Certification For Disclosure of Lobbying Activities:** CONSULTANTS participating in COUNTY projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34 and subsequently submitting through FDOT's LAPIT system.

31.13. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

31.13.1. The CONSULTANT, SUB-CONSULTANT, or sub-recipient shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT 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.

31.13.2. CONSULTANTs participating in COUNTY projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by "DBE's" and "non-DBE small businesses". The "DBE" and "non-DBE small business" SUB-CONSULTANT and their respective types of work shall be provided on this form.

31.13.3. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, CONSULTANT should have already submitted their Bid Opportunity List through the FDOT's Equal Opportunity Compliance System found at the following link (<https://fdotwpl.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/Login?ReturnUrl=%2fEqualOpportunityCompliance>). If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.

31.13.4. CONSULTANT must enter project DBE commitments in the Equal Opportunity Compliance System after contract execution. Also, if supplemental agreements are awarded as part of the project, DBE commitments must also be reported for those agreements.

31.14. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

31.15. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

31.16. The COUNTY hereby certifies that neither the CCONSULTANT nor the CONSULTANT's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

31.16.1. employ or retain, or agree to employ or retain, any firm or person, or

31.16.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

31.17. The CONSULTANT hereby certifies that it has not:

31.17.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;

31.17.2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

31.17.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

31.18. The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the FDOT and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

32. Public Records

32.1. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- 32.1.1.** Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT. Records must be maintained for no less than five years after the latter of the expiration or termination of this CONTRACT or the date of final payment for a specific TWO agreement.
- 32.1.2.** Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.1.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 32.1.4.** Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.
- 32.1.5.** Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.
- 32.1.6.** If CONSULTANT fails to provide public records to the COUNTY within a reasonable amount of time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

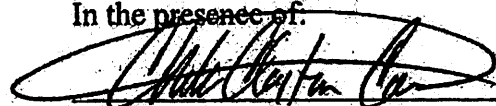
By: _____
PAM FEAGLE,
Chairperson

Print

ATTEST:

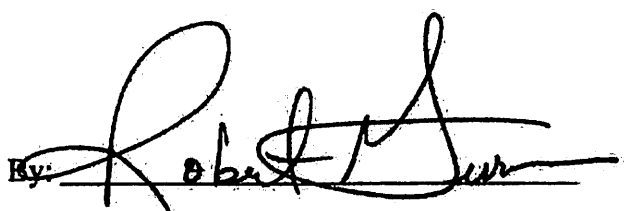
ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:




Witness

Charles Clayton Courson
Print

By: 

Robert George
Print



Witness

Joseph W Miller
Print

(SEAL)

EXHIBIT "A"

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

SCOPE OF SERVICES

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

1.0 PURPOSE:

This scope of services describes and defines the Highway and Bridge/Structural Design services which are required in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to associated with various projects. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the COUNTY. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

2.0 SCOPE:

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

2.1 FDOT Work Classifications:

Major work groups include: ***3.1 Minor Highway Design***
 4.1.1, 4.1.2 Structure & Bridge Design

Minor work groups include: ***6.1, 7, 7.1, 7.2, 7.3, 8.1, 8.2 and 8.4***

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with the policies, procedures and requirements of the of the COUNTY, FDOT as may be required. It should be noted that the COUNTY processes may differ from that of the CONSULTANT. Contract documents prepared by CONSULTANT will be used by the COUNTY to bid the project and the CONTRACTOR to build the project. Additionally, these Contract documents will be used by the COUNTY or its Construction Engineering & Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the Florida Green Book, FDOT Plans Preparation Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the COUNTY.

The CONSULTANT shall be aware that as a project is developed, certain minor modifications and/or minor improvements to the original concepts not materially impacting the CONSULTANT's cost of performance may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY, the Florida Department of

Transportation and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project, a contract file in accordance with COUNTY procedures. CONSULTANT is expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this agreement to COUNTY standards and procedures. CONSULTANT shall minimize to the maximum extent possible the COUNTY's need to apply its own resources to assignments authorized by the COUNTY.

The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The COUNTY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

3.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. CONSULTANT: The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.
- E. Engineer of Record: The Engineer noted on the Construction plans as the person in responsible charge for the design and preparation of the plans.

4.0 PROJECT DESCRIPTION:

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. Each project description will be defined in each individual Task Work Order (TWO).

5.0 PROJECT COMMON AND PROJECT GENERAL TASKS:

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Project Sequencing: Project deliverables will generally adhere to a phased submittal. Phase I (30%), Phase II (60%), Phase III (90%), and Phase IV (100% Final)

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, any estimating process such as a spreadsheet may be used to produce a conceptual estimate. The quantities will be developed (beginning at 60% plans and no later than 90% plans). A Summary of Pay Items sheet shall be prepared with all required phase submittals. The number of phase submittals will vary by project and will be determined by the COUNTY at each project kick-off.

In providing estimates of construction cost, the COUNTY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing of bidders or proposers, and that the CONSULTANT's estimates are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the construction will not vary from the CONSULTANT's estimate of probable construction cost.

The CONSULTANT shall contact the COUNTY for details of the current format to be used before starting preparations of the specification package and any applicable Technical Special Provisions.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with the COUNTY, Local Agencies, FDOT, between disciplines and subconsultants, such as access management meetings, pavement design meetings, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

Surveying: The CONSULTANT shall perform required surveying tasks in accordance with all applicable Statutes, manuals, guidelines standards, handbooks, procedures, current design memoranda, and specific project requirements.

Quality Assurance/Quality Control: It is the intention of the COUNTY that CONSULTANT, including their subconsultant(s), is held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined by the COUNTY as applicable, that state and federal design criteria are followed as applicable, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the COUNTY.

It is the CONSULTANT's responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this contract, or it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for each project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Task Work Order and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the COUNTY, a subconsultant may perform Independent Peer Reviews.

Independent Peer Review and a Constructability/Bidability Review for design Phase Plans document submittals are required on each project. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include, but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on COUNTY and or federal aid construction projects (CEI, Contractor, etc.)

The Independent Peer Review for design Phase Plans submittals shall ensure the plans meet COUNTY requirements, the Florida Green Book, PPM (when applicable) and Design Standards. The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. If requested for review, the CONSULTANT shall submit the "marked-up" set of plans from this review along with the review comments and comment responses from any previous Constructability/Bidability reviews.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

5.1 Specifications Package and Construction Checklist Preparation: The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the COUNTY's specifications guidance. The Specifications Package shall be prepared using the COUNTY's specification development methodology or the FDOT's Specs on the Web application as agreed upon in each TWO. The CONSULTANT shall be able to document that the procedure defined by the COUNTY or in the FDOT Handbook for the Preparation

of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

The specifications package must be submitted for review to the COUNTY at least 30 days prior to the planned construction advertisement date, or sooner if required. This submittal does not require signing and sealing and shall be coordinated through the COUNTY. The CONSULTANT shall coordinate with the COUNTY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package and, (3) final project plans.

Final submittal of the specifications package must occur at least 14 working days prior to the planned construction advertisement date. This submittal shall be electronically/digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

- 5.2 Post Design Services:** Post Design Services may include, but not be limited to, meetings, construction assistance, plan revisions, shop drawing review, survey services and load ratings. Specific services will be negotiated initially and as a contract amendment when necessary.

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

- 5.3 Electronic/Digital Delivery:** The CONSULTANT shall deliver final contract documents in electronic/digital format including submitting documents through FDOT's LAPIT system, when applicable. The final contract documents shall be signed and sealed in accordance with applicable Florida Statutes.

6.0 ROADWAY ANALYSIS:

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all COUNTY and applicable FDOT manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 6.1 Traffic Control Analysis:** The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction unless the COUNTY determines that the Traffic Control Plan will be furnished by the Contractor. When the design is provided by the CONSULTANT, the design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed

FDOT required training. Before proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the COUNTY to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the COUNTY Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the COUNTY unless the road is on the State or National Highway system, in which case approval must be obtained from the Department. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

- 6.2 Traffic Control Plan Design Files:** The CONSULTANT shall develop master Traffic Control Plan files showing each phase of the Traffic Control Plan.
- 6.3 Design Variations and Exceptions:** If available, the COUNTY shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain COUNTY approval and FDOT concurrence (when applicable) of all appropriate Design Variations and/or Design Exceptions before the Phase 1 submittal. All documentation associated with Exceptions and Variations shall be reviewed by the COUNTY prior to submittal to the FDOT for approval or concurrence when required.
- 6.4 Design Report:** The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. Once prepared, the CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans as requested by the COUNTY. Such design notes, data, and computations shall be scanned and delivered electronically in a format specified by COUNTY, fully titled, numbered, dated, indexed and signed by the designer and the checker.
- 6.5 Quantities:** The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

7.0 ROADWAY PLANS:

The CONSULTANT shall prepare the plan sheets necessary to convey the intent and scope of the project for the purposes of construction in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The determination of the necessary plans sheets shall be may by the COUNTY.

- 7.1 Environmental Detail Sheets:** Preparation of detail sheets for potential environmental issues such as, underground fuel tanks and monitoring wells, septic tanks within the proposed right of way. All piping and pumps in association with the above referenced issues shall also be located and identified by the survey. The CONSULTANT shall relay to the COUNTY and relevant Regulatory Agencies any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination

or hazardous material.

8.0 DRAINAGE ANALYSIS:

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable COUNTY, State and Federal manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall concurrently fully coordinate with the appropriate permitting agencies and the COUNTY.

9.0 UTILITIES:

Utility coordination will be addressed by the CONSULTANT unless otherwise stated.

10.0 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES:

The CONSULTANT shall notify the COUNTY and other appropriate personnel in advance of all scheduled permit related meetings with any regulatory agency to allow the COUNTY representative to attend. Notification shall include copying the COUNTY on all related correspondence.

10.1 Preliminary Project Research: The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

10.2 Complete and Submit All Required Permit Applications: The CONSULTANT shall prepare permit packages as required by the COUNTY and applicable permitting agencies.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as SRWMD ERP application, the US Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; UMAMs, Biodiversity Matrix review, Cultural Resource Assessment and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for COUNTY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The CONSULTANT will submit all permit applications, as directed by the COUNTY with the COUNTY responsible for payment of all permit fees.

10.3 Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for any changes to the project and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

11.0 STRUCTURES-SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS:

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions of each TWO.

The CONSULTANT shall provide Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements and be neatly and logically presented at the COUNTY's request. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

In accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, CONSULTANT shall analyze and prepare plans for the following:

STRUCTURES - MISCELLANEOUS
SIGNING AND PAVEMENT MARKING
SIGNALIZATION
LIGHTING

12.0 PROJECT REQUIREMENTS:

- 12.1 Key Personnel:** The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.
- 12.2 Progress Reporting:** The CONSULTANT shall meet with the COUNTY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the COUNTY approves the monthly progress report and the payout curve or with earned value analysis. The COUNTY will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.
- 12.3 Professional Endorsement:** The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, technical special provisions, and plans as required by the COUNTY and/or the State of Florida standards as applicable. CONSULTANT shall clearly identify the Engineer of Record in responsible charge of each TWO.
- 12.4 Coordination with Other Consultants:** The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

13.0 INVOICING INSTRUCTIONS:

- 13.1** Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished

and accepted by the COUNTY.

- 13.2** Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month. Invoicing shall include project reference information, itemized tasks and charges and dates of service.
- 13.3** If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- 13.4** All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 13.5** All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY. A Final Invoice will be submitted to the COUNTY no later than the 30th day following Final Acceptance of the individual project or as requested by the COUNTY.

GEORGE & ASSOCIATES,
CONSULTING ENGINEERS, INC.
POSITION/CLASSIFICATION WAGE RATES

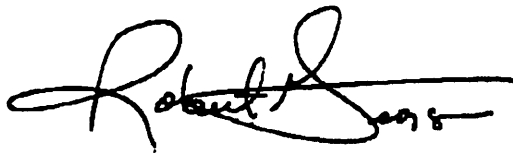
George & Associates, Consulting Engineers, Inc.
Schedule of Burden Rates
Board of County Commissioners Taylor County
Highway and Bridge/Structural Design Services

1 Burden Rates By Position Classification:

Position Classification

	<u>Burden Rate</u>
1 Principal Engineer	\$ 225.00
2 Project Manager -3	\$ 201.00
3 Project Manager -2	\$ 180.00
4 Project Manager - 1	\$ 159.00
5 Senior Engineer - 1	\$ 144.00
6 Senior Engineer- 2	\$ 132.00
7 Engineer - 2	\$ 138.00
8 Engineer -1	\$ 115.00
9 Senior Designer	\$ 108.00
10 Designer	\$ 94.00
11 Designer - Associate	\$ 87.00
12 Engineering Intern	\$ 75.00
13 Sr. Engineering Technician	\$ 78.00
14 Engineering Technician	\$ 72.00
15 Graphic Designer	\$ 83.00
16 Clerical - Admin. Support - Secretarial	\$ 51.00
17 Public Involvement Coordinator	\$ 83.00
18 Other	\$ -

I hereby certify that the above burden rates are current and true.



Type Your Name:

Date:

12/02/19

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D : Liberty Insurance Underwriters, Inc.</td> <td>19917</td> </tr> <tr> <td>INSURER E : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Indemnity Company	25658	INSURER C : Travelers Casualty and Surety Company	19038	INSURER D : Liberty Insurance Underwriters, Inc.	19917	INSURER E : Travelers Indemnity Co of America	25666	INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR INVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	6809H367571	12/09/2018	12/09/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	BA3673P086	12/09/2018	12/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000		CUP7866Y462	12/09/2018	12/09/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	UB9M928311	09/01/2019	12/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability		AEX1968940117	01/08/2019	01/08/2020	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

RE: Contract for Professional Engineering Services - Highway and Bridge/Structural Design Services.

CERTIFICATE HOLDER

CANCELLATION

Taylor County Board of County Commissioners
 Attn: County Engineer
 108 N Jefferson St.
 Perry, FL 32347

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

SUBCONSULTANTS
POSITION/CLASSIFICATION WAGE RATES

Florida Environmental & Land Services, Inc
Schedule of Burden Rates
Board of County Commissioners Taylor County
Highway and Bridge/Structural Design Services

1 Burden Rates By Position Classification:

Position Classification

	<u>Burden Rate</u>
1 Principal	\$
2 Project Manager -3	\$
3 Project Manager -2	\$ -
4 Project Manager - 1	\$ -
5 Senior Engineer - 1	\$
6 Senior Engineer- 2	\$ -
7 Engineer - 1	\$
8 Engineer -2	\$ -
9 Senior Designer	\$ -
10 Designer	\$ -
11 Engineering Intern	\$ -
12 Engineering Technician	\$ -
13 Graphic Designer	\$ -
14 Inspector	\$ 65.00
15 Environmental Scientist	\$ 125.00
16 GIS Analyst	\$ 85.00
17 Clerical - Admin. Support - Secretarial	\$ 50.00
18 Public Involvement Coordinator	\$ -
19 Other	\$ -

I hereby certify that the above burden rates are current and true.

Type Your Name:

11/26/2019
Date:

HSA Consulting Group, Inc.
Schedule of Burden Rates
Board of County Commissioners Taylor County
Highway and Bridge/Structural Design Services

1 Burden Rates By Position Classification:

Position Classification

		<u>Burden Rate</u>
1	Chief Engineer 1	<u>\$ 240.52</u>
2	Senior Engineer 2	<u>\$ 177.37</u>
3	Senior Planner	<u>\$ 129.45</u>
4	Designer	<u>\$ 107.94</u>
5	Senior Engineering Technician	<u>\$ 109.03</u>
6	Technician/ Aid	<u>\$ 66.11</u>
7	Contract Coordinator	<u>\$ 108.55</u>

I hereby certify that the above burden rates are current and true.

Cameron Smith

11/25/2019

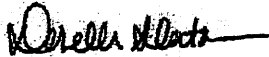
Registe, Sliger Engineering, Inc.
Schedule of Burden Rates
Board of County Commissioners Taylor County
Highway and Bridge/Structural Design Services

1 Burden Rates By Position Classification:

Position Classification

	<u>Burden Rate</u>
1 Principal	\$ 259.50
2 Project Manager -3	\$ 259.50
3 Project Manager -2	\$ 226.98
4 Project Manager - 1	\$ 202.21
5 Senior Engineer - 1	\$ 226.98
6 Senior Engineer- 2	\$ 259.50
7 Engineer - 1	\$ 134.81
8 Engineer -2	\$ 168.51
9 Senior Designer	\$ 107.85
10 Designer	\$ 67.40
11 Engineering Intern	\$ 101.11
12 Engineering Technician	\$ 84.25
13 Graphic Designer	\$ 101.11
14 Inspector	\$ 134.81
15 Environmental Scientist	\$ 168.51
16 GIS Analyst	\$ 168.51
17 Clerical - Admin. Support - Secretarial	\$ 60.66
18 Public Involvement Coordinator	\$ 168.51
19 Other	\$ -

I hereby certify that the above burden rates are current and true.



Type Your Name: Danielle Slaton

Date: 11/22/2019

Meridian Surveying and Mapping, Inc.
Schedule of Burden Rates
Board of County Commissioners Taylor County
Highway and Bridge/Structural Design Services

1 Burden Rates By Position Classification:

Position Classification

		<u>Burden Rate</u>
1	SUR Chief Surveyor	N/A
2	SUR Field Crew Supervisor I	\$ 80.00
3	SUR Field Crew Supervisor II	\$ 90.00
4	SUR Party Chief	\$ 75.00
5	SUR Principal Surveyor	\$ 130.00
6	SUR Project Surveyor	\$ 90.00
7	SUR Secretary/Clerical	\$ 50.00
8	SUR Senior Project Surveyor	\$ 130.00
9	SUR Surveyor	\$ 90.00
10	CADD/Computer Technician	\$ 90.00
11	2- Man Survey Crew Rate - Day	\$ 135.00
12	3- Man Survey Crew Rate - Day	\$ 145.00
13	4- Man Survey Crew Rate - Day	\$ 150.00
14	Other	\$ -

I hereby certify that the above burden rates are current and true.

Type Your Name:
Steve Stinson

Date: 11/25/19

**Southeastern Surveying and Mapping Corp.
Schedule of Burden Rates
Board of County Commissioners Taylor County
Highway and Bridge/Structural Design Services**

1 Burden Rates By Position Classification:

Position Classification

	<u>Burden Rate</u>
1 SUR Chief Surveyor	\$ 232.59
2 SUR Field Crew Supervisor I	\$ -
3 SUR Field Crew Supervisor II	\$ -
4 SUR Party Chief	\$ 84.14
5 SUR Principal Surveyor	\$ 127.72
6 SUR Project Surveyor	\$ -
7 SUR Secretary/Clerical	\$ -
8 SUR Senior Project Surveyor	\$ 108.58
9 SUR Survey Technician 3 (Senior)	\$ 84.05
10 CADD/Computer Technician	\$ 75.65
11 2- Man Survey Crew Rate - Day	\$ 1,216.08
12 3- Man Survey Crew Rate - Day	\$ 1,656.64
13 4- Man Survey Crew Rate - Day	\$ 2,097.12
14 Chief Utility Coordinator	\$ 226.42
15 Senior Utility Coordinator	\$ 119.08
16 SUR SUE Technician 3	\$ 90.63
17 Two-person Utility Party	\$ 850.40
18 Three-person Utility Party	\$ 1,249.84
19 Other	\$ -

I hereby certify that the above burden rates are current and true.

Thomas K. Mead

11/25/2019

Type Your Name:

Date:

Phillips Precision Engineering, Inc.
Schedule of Burden Rates
Board of County Commissioners Taylor County
Highway and Bridge/Structural Design Services

1 Burden Rates By Position Classification:

Position Classification

	<u>Burden Rate</u>
1 Principal	\$ -
2 Project Manager -3	\$ 165.00
3 Project Manager -2	\$ -
4 Project Manager - 1	\$ -
5 Senior Engineer - 1	\$ 165.00
6 Senior Engineer- 2	\$ -
7 Engineer - 1	\$ -
8 Engineer -2	\$ -
9 Senior Designer	\$ 102.00
10 Designer	\$ -
11 Engineering Intern	\$ 60.00
12 Engineering Technician	\$ 37.50
13 Graphic Designer	\$ -
14 Inspector	\$ -
15 Environmental Scientist	\$ -
16 GIS Analyst	\$ -
17 Clerical - Admin. Support - Secretarial	\$ -
18 Public Involvement Coordinator	\$ 75.00
19 Technical Officer	\$ 75.00

I hereby certify that the above burden rates are current and true.



Type Your Name: Natacha Phillips, P.E.

Date: 11/22/2019



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS ENGINEERING DIVISION

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, ext. 106 - 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

November 13, 2019

North Florida Professional Services, Inc.
P.O. Box 3823
Lake City, FL 32056

RE: Professional Engineering Services
Request for Qualifications

Dear North Florida Professional Services, Inc.:

I wish to thank you on behalf of the Taylor County Board of County Commissioners for submitting your response to our solicitation for qualifications for Professional Engineering Services. Taylor County has reviewed all statements of qualifications and determined your firm to be among those short-listed for negotiating the terms of a continuing contract. The Professional Services Contract originally included in the solicitation package is enclosed for your execution. Please forward a signed contract along with your proposed rates for each of the included tasks/positions for our consideration. Once reviewed, we will forward any comments or suggested revisions or if all is considered acceptable, inform you of the expected date your contract and rates will be presented to the Board of County Commissioners for their review and prospective approval.

Thank you again for your interest in providing the requested services. Please contact our Engineering Department office at 850-838-3500 ext. 4 or by email at county.engineer@taylorcountygov.com if you have any questions or concern pertaining to this matter.

Respectfully,

Selection Committee Members:

Kenneth Dudley, County Engineer
Hank Evans, Public Works Director
LaWanda Pemberton, County Administrator
Conrad Bishop, County Attorney

CC: File

Enclosure

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This CONTRACT made and entered into this _____ day of _____, _____, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and _____ North Florida Professional Services, Inc., a Florida Corporation, whose mailing address is _____ P.O. Box 3823, Lake City, FL 32056 (herein referred to as "CONSULTANT").

RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

Highway and Bridge/Structural Design Services as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order ENG_NFPS-01. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the CONTRACT, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.
2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:

- 2.1. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
- 2.2. **"CONSULTANT"** means the firm of North Florida Professional Services, Inc., which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
- 2.3. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
- 2.4. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
- 2.5. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated 11/2019) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
7. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of the CONTRACT as follows:
- 7.1. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
 - 7.2. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
 - 7.3. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
 - 7.4. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this Section. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
8. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.
9. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto, and for any and

all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in the CONTRACT and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to the CONTRACT and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.

10. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that the CONTRACT is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the CONTRACT and any and all Task Work Orders thereto.
11. **Personnel:** The CONSULTANT agrees that when the services to be provided under the CONTRACT, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to the CONTRACT and/or all Task Work Orders thereto.
12. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of the CONTRACT so that all professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
13. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to the CONTRACT and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.
14. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to the CONTRACT and all Task Work Orders that each and every provision of law required to be inserted in the CONTRACT and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then the CONTRACT shall,

upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

15. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the CONTRACT.
16. **Documents:** Original project documents prepared by the CONSULTANT under the CONTRACT and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.
17. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under the CONTRACT and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, SUB-CONSULTANTS.
18. **Effective and Binding:** The CONTRACT shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
19. **Controlling Law:** The CONTRACT is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
20. **Public Entity Crimes:** CONSULTANT and any affiliate person must notify the COUNTY within 30 days after a conviction of a public entity crime applicable to CONSULTANT, its employees, agents, sub-Consultants or an affiliate. The COUNTY shall transmit all information relating to a person having been convicted of a public entity crime to the Florida Department of Management Services in writing within 10 days.

21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the CONTRACT, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
22. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
23. **Non-Exclusive Contract:** The parties hereto agree that the CONTRACT is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
24. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) the CONTRACT with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under the CONTRACT shall be construed to give any rights or benefits in the CONTRACT to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.
25. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in the CONTRACT, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

26. **Term of Contract:** The CONTRACT is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall remain binding for a maximum of five years, and end no later than September 30, 2024, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
27. **Termination:** The failure of either party to comply with any provision of the CONTRACT shall place that party in default. Prior to terminating the CONTRACT, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
- 27.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.
- 27.2. The COUNTY may terminate a Task Work Order or the CONTRACT without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.

- 27.3. In the event funds to finance a Task Work Order or the CONTRACT become unavailable, the COUNTY may terminate the Task Work Order or CONTRACT with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all approved and accepted service performed to the date of such termination.
- 27.4. After receipt of a termination notice from COUNTY and except as otherwise directed by the COUNTY, the CONSULTANT shall:
- 27.4.1. Stop work on the date and to the extent specified.
- 27.4.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- 27.4.3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY and it shall be the sole property of the COUNTY.
- 27.4.4. Continue and complete all parts of the work that have not been terminated.
28. **Entire Agreement:** The CONTRACT constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
29. **Parties Bound:** The CONTRACT shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.
30. **E-Verify System – U.S. Division of Homeland Security:**
- 30.1. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the CONTRACT; and
- 30.2. CONSULTANT shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
31. **Federal Requirements:**
- The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:
- 31.1. It is understood and agreed that all rights of the COUNTY and the Florida Department of Transportation (FDOT), when applicable, relating to inspection, review, approval,

patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

- 31.2.** It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- 31.3.** Certification of Eligibility: The CONSULTANT's participating in COUNTY projects are required to indicate their eligibility by certifying that CONSULTANT, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32 and subsequently submitting through FDOT's LAPIT system.
- 31.4.** Compliance with Regulations: The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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 the CONTRACT.
- 31.5.** Nondiscrimination: The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will 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.
- 31.6.** Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.
- 31.7.** Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY, FDOT, 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 the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the COUNTY,

FDOT, 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.

- 31.8. Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the COUNTY and/or FDOT 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,

31.8.1. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or

31.8.2. cancellation, termination or suspension of the contract, in whole or in part.

- 31.9. Incorporation of Provisions:** The CONSULTANT will include the provisions of Sections 31.4 through 31.8 in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the COUNTY, FDOT, 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 CONSULTANT becomes involved in, or is threatened with, litigation with a SUB-CONSULTANT or supplier as a result of such direction, the CONSULTANT may request the COUNTY and the FDOT to enter into such litigation to protect the interests of the COUNTY and FDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 31.10. Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

- 31.11. Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- 31.12. Certification For Disclosure of Lobbying Activities:** CONSULTANTS participating in COUNTY projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34 and subsequently submitting through FDOT's LAPIT system.

31.13. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

31.13.1. The CONSULTANT, SUB-CONSULTANT, or sub-recipient shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT 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.

31.13.2. CONSULTANTs participating in COUNTY projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by "DBE's" and "non-DBE small businesses". The "DBE" and "non-DBE small business" SUB-CONSULTANT and their respective types of work shall be provided on this form.

31.13.3. Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the FDOT in this endeavor, CONSULTANT should have already submitted their Bid Opportunity List through the FDOT's Equal Opportunity Compliance System found at the following link (<https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>). If you have not yet completed your bid opportunity list through this online application, please do so at this time. Prime Consultants can obtain access to the new EOC system by filling out the Contractors and Consultants New Users Access Form. Please complete the form and submit it to EOOHelp@dot.state.fl.us.

31.13.4. CONSULTANT must enter project DBE commitments in the Equal Opportunity Compliance System after contract execution. Also, if supplemental agreements are awarded as part of the project, DBE commitments must also be reported for those agreements.

31.14. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

31.15. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

31.16. The COUNTY hereby certifies that neither the CCONSULTANT nor the CONSULTANT's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

31.16.1. employ or retain, or agree to employ or retain, any firm or person, or

31.16.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

31.17. The CONSULTANT hereby certifies that it has not:

31.17.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;

31.17.2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

31.17.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

31.18. The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the FDOT and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

32. Public Records

32.1. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- 32.1.1.** Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT. Records must be maintained for no less than five years after the latter of the expiration or termination of this CONTRACT or the date of final payment for a specific TWO agreement.
- 32.1.2.** Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.1.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 32.1.4.** Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.
- 32.1.5.** Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.
- 32.1.6.** If CONSULTANT fails to provide public records to the COUNTY within a reasonable amount of time, CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TAYLOR COUNTY, FLORIDA

Witness

By: _____
PAM FEAGLE,
Chairperson

Print

ATTEST:

ANNIE MAE MURPHY, Clerk

Signed, sealed and delivered
In the presence of:

Witness

Megan Carter
Print

By: _____
Gregory G. Bailey
Print President

Witness

Barbara White
Print

(SEAL)

EXHIBIT "A"

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

SCOPE OF SERVICES

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

1.0 PURPOSE:

This scope of services describes and defines the Highway and Bridge/Structural Design services which are required in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to associated with various projects. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the COUNTY. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

2.0 SCOPE:

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

2.1 FDOT Work Classifications:

Major work groups include: ***3.1 Minor Highway Design***
 4.1.1, 4.1.2 Structure & Bridge Design

Minor work groups include: ***6.1, 7, 7.1, 7.2, 7.3, 8.1, 8.2 and 8.4***

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with the policies, procedures and requirements of the of the COUNTY, FDOT as may be required. It should be noted that the COUNTY processes may differ from that of the CONSULTANT. Contract documents prepared by CONSULTANT will be used by the COUNTY to bid the project and the CONTRACTOR to build the project. Additionally, these Contract documents will be used by the COUNTY or its Construction Engineering & Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the Florida Green Book, FDOT Plans Preparation Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the COUNTY.

The CONSULTANT shall be aware that as a project is developed, certain minor modifications and/or minor improvements to the original concepts not materially impacting the CONSULTANT's cost of performance may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY, the Florida Department of

Transportation and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project, a contract file in accordance with COUNTY procedures. CONSULTANT is expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this agreement to COUNTY standards and procedures. CONSULTANT shall minimize to the maximum extent possible the COUNTY's need to apply its own resources to assignments authorized by the COUNTY.

The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The COUNTY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

3.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. CONSULTANT: The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.
- E. Engineer of Record: The Engineer noted on the Construction plans as the person in responsible charge for the design and preparation of the plans.

4.0 PROJECT DESCRIPTION:

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. Each project description will be defined in each individual Task Work Order (TWO).

5.0 PROJECT COMMON AND PROJECT GENERAL TASKS:

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Project Sequencing: Project deliverables will generally adhere to a phased submittal. Phase I (30%), Phase II (60%), Phase III (90%), and Phase IV (100% Final)

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, any estimating process such as a spreadsheet may be used to produce a conceptual estimate. The quantities will be developed (beginning at 60% plans and no later than 90% plans). A Summary of Pay Items sheet shall be prepared with all required phase submittals. The number of phase submittals will vary by project and will be determined by the COUNTY at each project kick-off.

In providing estimates of construction cost, the COUNTY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing of bidders or proposers, and that the CONSULTANT's estimates are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the construction will not vary from the CONSULTANT's estimate of probable construction cost.

The CONSULTANT shall contact the COUNTY for details of the current format to be used before starting preparations of the specification package and any applicable Technical Special Provisions.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with the COUNTY, Local Agencies, FDOT, between disciplines and subconsultants, such as access management meetings, pavement design meetings, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

Surveying: The CONSULTANT shall perform required surveying tasks in accordance with all applicable Statutes, manuals, guidelines standards, handbooks, procedures, current design memoranda, and specific project requirements.

Quality Assurance/Quality Control: It is the intention of the COUNTY that CONSULTANT, including their subconsultant(s), is held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined by the COUNTY as applicable, that state and federal design criteria are followed as applicable, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the COUNTY.

It is the CONSULTANT's responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this contract, or it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for each project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Task Work Order and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the COUNTY, a subconsultant may perform Independent Peer Reviews.

Independent Peer Review and a Constructability/Bidability Review for design Phase Plans document submittals are required on each project. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include, but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on COUNTY and or federal aid construction projects (CEI, Contractor, etc.)

The Independent Peer Review for design Phase Plans submittals shall ensure the plans meet COUNTY requirements, the Florida Green Book, PPM (when applicable) and Design Standards. The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. If requested for review, the CONSULTANT shall submit the "marked-up" set of plans from this review along with the review comments and comment responses from any previous Constructability/Bidability reviews.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

5.1 Specifications Package and Construction Checklist Preparation: The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the COUNTY's specifications guidance. The Specifications Package shall be prepared using the COUNTY's specification development methodology or the FDOT's Specs on the Web application as agreed upon in each TWO. The CONSULTANT shall be able to document that the procedure defined by the COUNTY or in the FDOT Handbook for the Preparation

of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

The specifications package must be submitted for review to the COUNTY at least 30 days prior to the planned construction advertisement date, or sooner if required. This submittal does not require signing and sealing and shall be coordinated through the COUNTY. The CONSULTANT shall coordinate with the COUNTY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package and, (3) final project plans.

Final submittal of the specifications package must occur at least 14 working days prior to the planned construction advertisement date. This submittal shall be electronically/digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

- 5.2 Post Design Services:** Post Design Services may include, but not be limited to, meetings, construction assistance, plan revisions, shop drawing review, survey services and load ratings. Specific services will be negotiated initially and as a contract amendment when necessary.

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

- 5.3 Electronic/Digital Delivery:** The CONSULTANT shall deliver final contract documents in electronic/digital format including submitting documents through FDOT's LAPIT system, when applicable. The final contract documents shall be signed and sealed in accordance with applicable Florida Statutes.

6.0 ROADWAY ANALYSIS:

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all COUNTY and applicable FDOT manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 6.1 Traffic Control Analysis:** The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction unless the COUNTY determines that the Traffic Control Plan will be furnished by the Contractor. When the design is provided by the CONSULTANT, the design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed

FDOT required training. Before proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the COUNTY to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the COUNTY Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the COUNTY unless the road is on the State or National Highway system, in which case approval must be obtained from the Department. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

- 6.2 Traffic Control Plan Design Files:** The CONSULTANT shall develop master Traffic Control Plan files showing each phase of the Traffic Control Plan.
- 6.3 Design Variations and Exceptions:** If available, the COUNTY shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain COUNTY approval and FDOT concurrence (when applicable) of all appropriate Design Variations and/or Design Exceptions before the Phase 1 submittal. All documentation associated with Exceptions and Variations shall be reviewed by the COUNTY prior to submittal to the FDOT for approval or concurrence when required.
- 6.4 Design Report:** The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. Once prepared, the CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans as requested by the COUNTY. Such design notes, data, and computations shall be scanned and delivered electronically in a format specified by COUNTY, fully titled, numbered, dated, indexed and signed by the designer and the checker.
- 6.5 Quantities:** The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

7.0 ROADWAY PLANS:

The CONSULTANT shall prepare the plan sheets necessary to convey the intent and scope of the project for the purposes of construction in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The determination of the necessary plans sheets shall be may by the COUNTY.

- 7.1 Environmental Detail Sheets:** Preparation of detail sheets for potential environmental issues such as, underground fuel tanks and monitoring wells, septic tanks within the proposed right of way. All piping and pumps in association with the above referenced issues shall also be located and identified by the survey. The CONSULTANT shall relay to the COUNTY and relevant Regulatory Agencies any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination

or hazardous material.

8.0 DRAINAGE ANALYSIS:

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable COUNTY, State and Federal manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall concurrently fully coordinate with the appropriate permitting agencies and the COUNTY.

9.0 UTILITIES:

Utility coordination will be addressed by the CONSULTANT unless otherwise stated.

10.0 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES:

The CONSULTANT shall notify the COUNTY and other appropriate personnel in advance of all scheduled permit related meetings with any regulatory agency to allow the COUNTY representative to attend. Notification shall include copying the COUNTY on all related correspondence.

10.1 Preliminary Project Research: The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

10.2 Complete and Submit All Required Permit Applications: The CONSULTANT shall prepare permit packages as required by the COUNTY and applicable permitting agencies.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as SRWMD ERP application, the US Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; UMAMs, Biodiversity Matrix review, Cultural Resource Assessment and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for COUNTY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The CONSULTANT will submit all permit applications, as directed by the COUNTY with the COUNTY responsible for payment of all permit fees.

10.3 Contamination Impact Analysis: The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for any changes to the project and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

11.0 STRUCTURES-SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS:

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions of each TWO.

The CONSULTANT shall provide Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements and be neatly and logically presented at the COUNTY's request. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

In accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, CONSULTANT shall analyze and prepare plans for the following:

STRUCTURES - MISCELLANEOUS
SIGNING AND PAVEMENT MARKING
SIGNALIZATION
LIGHTING

12.0 PROJECT REQUIREMENTS:

- 12.1 Key Personnel:** The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.
- 12.2 Progress Reporting:** The CONSULTANT shall meet with the COUNTY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the COUNTY approves the monthly progress report and the payout curve or with earned value analysis. The COUNTY will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.
- 12.3 Professional Endorsement:** The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, technical special provisions, and plans as required by the COUNTY and/or the State of Florida standards as applicable. CONSULTANT shall clearly identify the Engineer of Record in responsible charge of each TWO.
- 12.4 Coordination with Other Consultants:** The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

13.0 INVOICING INSTRUCTIONS:

- 13.1** Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished

and accepted by the COUNTY.

- 13.2** Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month. Invoicing shall include project reference information, itemized tasks and charges and dates of service.
- 13.3** If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- 13.4** All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 13.5** All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY. A Final Invoice will be submitted to the COUNTY no later than the 30th day following Final Acceptance of the individual project or as requested by the COUNTY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trevor Hickman Insurance 383 SW Baya Dr Lake City FL 32025		CONTACT NAME: Crystal Cantrell PHONE (A/C, No, Ext): (386) 752-0006 E-MAIL ADDRESS: crystal@thinsagency.com FAX (A/C, No): 3867529806	
INSURED NORTH FLORIDA PROFESSIONAL SERVICES INC P.O. BOX 3823 Lake City FL 32056-3823		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE INS CO OF AMERICA INSURER B: DEPOSITORS INSURANCE INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25453 42587	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	ACPBPOZ5964388204	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	ACPBPOZ5964388204	03/22/2019	03/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	N	ACPWCD5964388204	03/22/2019	03/22/2020

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Taylo County
108 N Jeferson Street

Perry, FL 32347

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Melissa Canestro PHONE (A/C No. Ext): 360-626-2008 FAX (A/C No): 360-598-3703 E-MAIL ADDRESS: mcanestro@hallandcompany.com
INSURED North Florida Professional Services Inc PO Box 3823 Lake City FL 32056	INSURER(S) AFFORDING COVERAGE INSURER A: Argonaut Insurance Company NAIC # 19801 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1886109643

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liab. Claims Made			121AE000041801	3/15/2019	3/15/2020	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

Taylor County
108 N Jefferson St.
Perry FL 32347

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NFPS Hourly Rate Schedule

DESIGN TEAM RATE

Principal Engineer (PE)	\$275.00
Sr. Professional Engineer (PE)	\$225.00
Project Engineer (PE)	\$175.00
Project Manager	\$130.00
Sr. Designer	\$90.00
Engineering Technician	\$75.00
CAD/Computer Technician	\$60.00
Sr. GIS Analyst	\$120.00
GIS Analyst	\$85.00
Sr. GIS Technician	\$70.00
GIS Technician	\$60.00

CONSTRUCTION TEAM RATE

Sr. Prof. Construction Engineer (PE)	\$225.00
Project Administrator	\$115.00
Sr. Construction Inspector	\$90.00
Construction Inspector	\$75.00
Sr. Bridge Inspector	\$95.00
Bridge Inspector	\$85.00
Material Engineer (PE)	\$175.00
Materials Testing/Sampling Technician	\$90.00
Field Technician	\$65.00
Asphalt Plant Inspector	\$80.00

SUPPORT STAFF & MISC. CATEGORIES RATE

Sr. Land Use Planner	\$130.00
Land Use Planner	\$90.00
Grant Administrator	\$100.00
Contract Support Specialist	\$90.00
RCS/EEO Specialist	\$80.00
Clerical	\$55.00
Water/Wastewater Plant Operator	\$80.00
Expert Witness	\$225.00

11/2019

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND DISCUSS THE HAZARD MITIGATION GRANT PROGRAM APPLICATION.

Meeting Date:

FEBRUARY 3, 2020

Statement of Issue: The board to review and discuss possible project submissions to the Hazard Mitigation Grant Program.

Recommendation: APPROVE

Fiscal Impact: 25% match **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

Submitted By: KRISTY ANDERSON, EMERGENCY MANAGEMENT DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: As a county impacted by Hurricane Michael, the Taylor County is eligible to apply for HMGP grant funding. Taylor County's estimated amount of funding is \$2,787,971.95. A 25% match is required for all projects submitted. The LMS group has ranked projects which they wish to submit accordingly.

Options: 1. APPROVE/NOT APPROVE

Attachments:

1. Notice of Funding
2. Hazard Mitigation Grant Program Application



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

MEMORANDUM

To: Local Governments, State and Regional Agencies, Indian Tribal Governments, Local Mitigation Strategy Working Groups, and Private Non-Profit Organizations Submitting Hazard Mitigation Grant Program Applications for Hurricane Michael (DR-4399)

From: Jared Moskowitz, State Coordinating Officer *JM*

Subject: Hazard Mitigation Grant Program Notice of Funding Availability

Date: September 10, 2019

Program Summary

The Florida Division of Emergency Management (the Division) is pleased to announce the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Michael (**FEMA 4399-DR-FL**).

HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration.

Application Timeline

Applications are currently being accepted. The application period will close **March 10, 2020**. Applications mailed to the Division must be postmarked on or before **March 10, 2020**. Hand-delivered applications must be stamped in at the Division no later than **5:00 p.m. EDT on March 10, 2020**. The Division requires potential applicants to submit complete applications before the close of the application period.

Applications will only be accepted from eligible applicants as defined in the *Minimum Program Eligibility* section of this notice.

Please provide one original and one identical copy of the State of Florida Hazard Mitigation Grant Program Application and all appropriate attachments. In addition, include a full copy of the submittal and all documentation on CD or thumb drive.

The application and all other pertinent forms may be obtained at the Division's website located at <https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/> in the section HMGP Application and Resources.

Only the application identified for DR-4399 will be accepted for Hurricane Michael. Any application sent in with an older version must be converted to the new form and resubmitted to be eligible. This will not affect the order of tier 3 applications that were already submitted, so long as they are converted to the new form by the application deadline. The application number will be located at the bottom of the application.

Completed applications must be sent to the following address:

ATTN: Kathleen Marshall, Hazard Mitigation Grant Program
Florida Division of Emergency Management
Mitigation Bureau
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Minimum Program Eligibility

Eligible Applicants: According to the Code of Federal Regulations (CFR) 44 §206.434(a), the following parties are eligible to apply for Hazard Mitigation Grant Program funds:

- State and local governments who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR 201.6, prior to receipt of HMGP subgrant funding for projects;
- Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in §206.221(e); and
- Indian tribes or authorized tribal organizations.

However, be advised that pursuant to 27P-22 of the Florida Administrative Code, all project applications must go through the Local Mitigation Strategy Working Group (LMSWG) of the county where the project will take place. Any application sent to the Division without a signed endorsement letter, from either the Chair or Vice-Chair of an LMSWG, will be denied.

Additional projects and project re-ordering to a county's endorsement letter will only be accepted up to the date of the application deadline. Any changes after the deadline are restricted to changes in total project costs. Any increase in project costs that would necessarily increase a project's federal award amount must have approval from the LMSWG Chair or Vice-Chairperson.

Only projects eligible under regular funds are being solicited under this notice. Projects eligible under FEMA's 5% Initiative or that are planning-related activities, per the Hazard Mitigation Assistance Guidance 2015, will not be considered for funding.

Eligible Activities: Activities include mitigation projects that will result in protection of public or private property from natural hazards. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to, the following:

- Acquisition or relocation of hazard-prone structures;
- Retrofitting of existing buildings and facilities that will result in increased protection from hazards;
- Elevation of flood-prone structures;
- Infrastructure protection measures;
- Stormwater management improvements;
- Minor structure flood control;
- Flood diversion and storage;
- Aquifer storage and recovery;
- Floodplain and stream restoration;
- Residential and community safe room construction;
- Generators for a critical facility, provided they are cost-effective, contribute to a long-term solution to the problem that they are intended to address, and meet other project eligibility criteria as required by 44 CFR §206.434(c); or generators that are an integral part of a larger eligible project.

Ineligible Activities: The state will **NOT** consider funding requests for the following:

- Construction of new facilities (Nevertheless, the cost associated with above-code upgrades to new facilities may be considered);
- No equipment;
- Stand-alone studies, design, and planning-related activities;
- Tree removal, debris removal, and other forms of maintenance; or
- **Projects already in progress** (*Construction may not begin until the contract between the State and subrecipient is executed and the project has met requirements of the National Environmental Policy Act*).

Eligibility Criteria: All projects submitted must meet *minimum criteria* to be considered for funding. An eligible project must:

- Conform to the requirements stated in this Notice of Funding Availability;
- Conform to the Florida State Hazard Mitigation Plan and the respective community's LMS;
- Conform to the funding priorities for the disaster, as established in the appropriate LMS;
- Demonstrate cost-effectiveness;

- Be technically feasible;
- Benefit the designated disaster area;
- Conform to all applicable environmental laws and regulations, as well as Executive Orders;
- Solve a problem independently or constitute a functional part of a solution;
- Benefit a National Flood Insurance Program (NFIP) participating community that is not on probation or suspended from the NFIP; and
- Meet all applicable State and local codes and standards.

Cost-Share Requirements

Under the HMGP, FEMA will contribute up to 75 percent of the total amount approved under the grant award to implement eligible, cost-effective mitigation measures. The applicant must provide the remaining 25-percent non-federal share. Contributions, cash, and in-kind services are acceptable as part of the non-federal share. Requirements for in-kind contributions can be found in 2 CFR §200.306. In-kind contributions must be directly related to the eligible project cost and are those personnel, materials, equipment and supplies owned, controlled, and operated by the applicant or a **third-party** contributor.

Applicants may use the Global Match concept as part of the 25-percent non-federal share. Global Match permits a potential applicant to meet the non-federal share match by receiving credit for state and/or local government funds that were committed to a similar type of project(s). These similar, **non-federally** funded projects must meet all of the HMGP eligibility requirements. This means that if Global Match is approved, the applicant may receive up to 100 percent federal share.

Pre-Award Costs

Prior to receiving a grant award, pre-award costs may be requested. Pre-award costs include items such as engineering, environmental study, permitting, and other "soft" costs associated with a construction project. *Construction activities are not considered pre-award costs.* Pre-award costs must be requested in writing. Guidelines for pre-award costs are included in *Attachment A*.

Project Management Costs

Project Management Costs will be made available to those subapplicants that request them. Projects are now eligible for management costs up to 5 percent of the total project cost. More information regarding project management costs can be found in the application.

County Funding Allocation

To ensure funds are distributed equitably, designated counties have been assigned a portion of the total HMGP grant. The amount is based on a calculation of the proportional share of the total federal assistance under the Public Assistance (PA), Individual

Assistance (IA), and Small Business Administration (SBA) programs as of April 2019. Commitment of project funds by the Division is contingent upon receipt of appropriate Legislative Budget Authority.

These figures are shown in *Attachment B* and represent the estimated amount of HMGP funds currently available. HMGP funding is available only to those counties that have a current FEMA-approved LMS. Project applications will be considered only if:

- (1) The application is accompanied by an endorsement by the LMS Chairperson or Vice-Chairperson stating that the project is included in the current LMS; and,
- (2) If more than one project is submitted, the endorsement indicates the prioritization. A sample project submission letter is shown in *Attachment C*.

The Division will attempt to fund each submitted project in priority order until the county's allocation has been exhausted. In accordance with Florida Administrative Code (F.A.C.) 27P-22.006, the Division uses the following tiered allocation system up until the State application deadline with FEMA:

Tier 1 The available HMGP funds are allocated to counties included in the relevant Presidential Disaster Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 90 days after a Disaster Declaration as reported by FEMA. Eligible projects submitted by each county included in the relevant Presidential Disaster Declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted or all eligible projects are funded.

Tier 2 Any allocation remaining after all eligible projects in any declared county are funded shall be re-allocated to those counties included in the relevant Presidential Disaster Declaration whose allocation was not sufficient to fund all submitted eligible projects. The order of priority for re-allocating funds is detailed in *Attachment D*.

Tier 3 In the event funds remain after the Tier 1 and Tier 2 processes, any remaining funds will be offered on a statewide basis as described in *Attachment D*.

Please see *Attachment D* for a detailed explanation of funding tiers.

Funding Availability and Notification

FEMA notifies the State of HMGP funding availability at the following milestones:

1. Initial 90-Day Estimate

This is an early estimate only and not an actual commitment of funding by FEMA. Funding may increase or decrease based on actual disaster claims during the declaration period. These estimates are provided for planning purposes and to jump-start the HMGP application process.

2. Obligation prior to 12 Months

Prior to the 12-month lock-in, FEMA will only obligate funds up to 75% of any current estimate. This is to eliminate the risk of over obligating funds for any given disaster in the event the 12-month lock-in is lower than initially estimated.

3. 12 Months from the Date of Declaration

This represents the State's Lock-in Amount. It is the maximum amount available the state can expect to receive from FEMA. In rare occurrences, FEMA may conduct a subsequent review 18 months after the declaration, but only at the request of the State. The estimate from that review may cause the final lock-in to fluctuate up or down depending on the findings.

It is important for potential applicants to recognize that HMGP funds are contingent upon FEMA's reexamination of the disaster figures at the given time intervals. A county's funding allocation can increase or decrease after it has submitted an application.

Technical Assistance

The Division is in the process of scheduling in-person HMGP application development workshops for the benefit of the impacted counties. The Division is in the process of scheduling these workshops and will be in touch with the impacted counties in the next few weeks to finalize dates and times. Please check the Division's website www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program for additional technical guidance. If there are any questions regarding the allocation of funds or the project review and selection criteria, please call Bureau staff at one of the following numbers:

Program Eligibility: (850) 815-4537 or (850) 815-4503

Environmental: (850) 815-4575

Engineering and Technical Feasibility: (850) 815-4573

For additional information and technical assistance, please refer to FEMA's *Hazard Mitigation Assistance Guidance* document available at <https://www.fema.gov/media-library/assets/documents/103279>.

To assist you in submitting qualified project applications, the *Hazard Mitigation Grant Program Application* and the following attachments are located on the Division website <https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program>:

Attachment A:	<i>Pre-award Cost Guidance and Form</i>
Attachment B:	<i>Initial Estimate of Available HMGP Funding</i>
Attachment C:	<i>Sample LMS Project Submission Letter</i>
Attachment D:	<i>Florida Administrative Code 27P-22</i>
Attachment E:	<i>Data Collection Worksheet Notice</i>

JM/km
Attachments

1. The State of Tennessee has a long history of providing a high quality education for its citizens. The State's commitment to education is reflected in its policies and practices, which are designed to ensure that every child has the opportunity to succeed.

The State's commitment to education is reflected in its policies and practices, which are designed to ensure that every child has the opportunity to succeed. The State's commitment to education is reflected in its policies and practices, which are designed to ensure that every child has the opportunity to succeed.

A. The State's commitment to education is reflected in its policies and practices, which are designed to ensure that every child has the opportunity to succeed. The State's commitment to education is reflected in its policies and practices, which are designed to ensure that every child has the opportunity to succeed.

10000
11/10/2010

Attachment A

Guidance on Pre-Award Cost Associated with HMGP Projects

Pre-award costs are costs incurred by a sub-recipient before the grant was awarded. Any and all pre-award costs associated with an HMGP project must be incurred after the date of declaration of a disaster under which the project is proposed for funding (GAO 10-129).

All **construction** associated with an HMGP project must be incurred after approval by FEMA and after the State of Florida and the sub-recipient have executed a project contract. According to Webster's II New Riverside Dictionary Revised Edition, the word construction means "the act, process, or work of building." Breaking ground, installing a shutter, taking out a window to replace with impact glass, are all examples of "construction."

FEMA may approve pre-award costs. These costs include study or research required to plan a construction project. Such activities may include engineering, modeling, permitting, environmental study, benefit-cost analysis, etc. These are soft costs and not to be confused with hard construction costs. Construction costs may not be included as pre-award costs. Pre-award costs must be factored into total project costs and included in the benefit-cost analysis calculations.

The applicant may request pre-award costs any time after the disaster declaration. The request must be in writing and include the type of activity or activities proposed and estimated cost. All pre-award activity must clearly be associated with the applicant's proposed project. The State and FEMA will do a preliminary review of the request and may concur that the activities are necessary for the type of project envisioned or may consult with the applicant on an identified activity that the State or FEMA does not feel is necessary for a proposed project. Conversely, the State or FEMA may suggest additional study or research the applicant has not identified for a particular project. Review by the State and FEMA of pre-award activities may save money and time for the State, FEMA, and the applicant. Letters and documentation of all pre-award activities will need to be submitted to the State with the project application. ***Preliminary review by the State or FEMA of pre-award activities is no guarantee of eligibility or approval of the activities or the proposed project.*** FEMA will provide a written final determination on the pre-award request.

An alternative is for the applicant to request approval of pre-award cost by letter attached to the project application. The request must include the type of activity or activities and costs incurred by the applicant. There is greater risk to the applicant with this alternative that incurred costs may not be considered eligible.

If the proposed project meets all eligibility criteria and is approved by FEMA, then pre-award costs identified by the applicant prior to project submittal, or identified by the applicant in documentation attached to the application, will be considered project costs eligible for 75/25 reimbursement (same as other project costs).

All pre-award costs are subject to an approved grant award and available funding. If funding is not available, even if pre-award costs are approved in writing, they will not be reimbursed and will be solely the responsibility of the applicant.

REFERENCES

General Accounting Office, Principles of Federal Appropriations Law, Volume II, January 2004

Excerpts from OMB Cost Principle Circulars:

2 CFR §200.458 – Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.

2 CFR §200.309 – A non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance (except as described in §200.461 Publication and printing costs) and any costs incurred before the Federal awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency or pass-through entity.

44 CFR §206.439(c) further explains the pre-award cost regulations as allowable costs under HMGP.

2 CFR §200 Subpart E lists the applicable cost principles for HMGP applicants including: governments, private non-profits, and educational institutions.



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

**HAZARD MITIGATION ASSISTANCE PROGRAM
PRE-AWARD COST REQUEST FORM**

To request Pre-Award Costs, please complete this form and submit with your project application. All ELIGIBLE pre-award costs are subject to an approved grant award and availability of funding. If funding is not available or the project is not approved, pre-award costs will NOT be reimbursed and will be the sole responsibility of the applicant. If your project is approved and pre-award costs are eligible, the cost share for the reimbursement of these activities is up to a 75/25 split for project costs, and 100/0 for project management costs.

Disaster: _____

Applicant: _____

Project Title: _____

Start Date for Pre-Award Activities:

Pre-award costs associated with this request incurred prior to the date of declaration are NOT eligible. These costs include, but are not limited to: study or research to plan project, engineering, modeling, permitting or environmental study. Construction costs should NOT be included. Construction activities may NOT begin until after a contract has been fully executed with the State for this project. Pre-award management costs count towards the 5 percent limit for subrecipient management costs.

Complete the table(s) below for those costs you plan to incur prior to award. ***These costs must be reflected as a line item in the project budget of your application.***

Non-Construction (Soft) Project Costs

Activity	Estimated Cost	Estimated Start Date

Project Management Costs

Activity	Estimated Cost	Estimated Start Date

Point of Contact Information:

Name: _____ **Title:** _____

Agency: _____

Address: _____

Phone: _____ **Email:** _____

Authorizing Agent:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

Attachment B

Attachment B

FEMA-4399-DR-FL
6 Month Estimate as of 4/17/19

County	Regular Projects HMGP Funding	25% Match Required
Bay	\$ 200,932,405.13	\$ 66,977,468.38
Calhoun	\$ 13,821,063.03	\$ 4,607,021.01
Franklin	\$ 5,785,143.64	\$ 1,928,381.21
Gadsden	\$ 7,080,045.31	\$ 2,360,015.10
Gulf	\$ 22,077,052.16	\$ 7,359,017.39
Holmes	\$ 3,491,201.07	\$ 1,163,733.69
Jackson	\$ 23,694,181.13	\$ 7,898,060.38
Leon	\$ 7,064,806.51	\$ 2,354,935.50
Liberty	\$ 4,788,142.21	\$ 1,596,047.40
Taylor	\$ 2,787,971.95	\$ 929,323.98
Wakulla	\$ 4,597,355.51	\$ 1,532,451.84
Washington	\$ 6,467,167.34	\$ 2,155,722.45
	\$ 302,586,535.00	\$ 100,862,178.33

Based on NEMIS as of 4/17/19

Page 1 of 1

1. The purpose of this document is to provide information regarding the proposed project and to solicit comments from interested parties.

2. The project is located in the area of [redacted] and is intended to [redacted].

3. The project is expected to be completed by [redacted].

4. The project is expected to have a positive impact on the local community and the environment. [redacted]

Attachment C

5. The project is expected to have a positive impact on the local community and the environment. [redacted]

6. The project is expected to have a positive impact on the local community and the environment. [redacted]

7. The project is expected to have a positive impact on the local community and the environment. [redacted]

8. The project is expected to have a positive impact on the local community and the environment. [redacted]

(On agency letterhead)

Date

Mr. Miles Anderson, State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) applications for FEMA 4399-DR-FL,
Hurricane Michael

Dear Mr. Anderson:

The _____ County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44 §201.6).

The _____ County LMS group therefore presents the projects below (or in the attachment) in the order that they are to be considered for funding.

FEMA 4399-DR-FL Hurricane Michael

Funding Priority	Project Name or Description	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
1.	Project name	Applicant	3. B. (2)	\$000,000	\$000,000
2.	Project name	Applicant	1. A. (4)	\$000,000	\$000,000
3.	Project name	Applicant	2. B. (4)	\$000,000	\$000,000
Etcetera					

For further information or inquiry, please contact me at insert phone number and email.

Sincerely,

LMS Chair
County LMS

cc:

1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 26

1. *Protein* 2. *Protein* 3. *Protein* 4. *Protein* 5. *Protein* 6. *Protein* 7. *Protein* 8. *Protein* 9. *Protein* 10. *Protein* 11. *Protein* 12. *Protein* 13. *Protein* 14. *Protein* 15. *Protein* 16. *Protein* 17. *Protein* 18. *Protein* 19. *Protein* 20. *Protein* 21. *Protein* 22. *Protein* 23. *Protein* 24. *Protein* 25. *Protein* 26. *Protein* 27. *Protein* 28. *Protein* 29. *Protein* 30. *Protein* 31. *Protein* 32. *Protein* 33. *Protein* 34. *Protein* 35. *Protein* 36. *Protein* 37. *Protein* 38. *Protein* 39. *Protein* 40. *Protein* 41. *Protein* 42. *Protein* 43. *Protein* 44. *Protein* 45. *Protein* 46. *Protein* 47. *Protein* 48. *Protein* 49. *Protein* 50. *Protein* 51. *Protein* 52. *Protein* 53. *Protein* 54. *Protein* 55. *Protein* 56. *Protein* 57. *Protein* 58. *Protein* 59. *Protein* 60. *Protein* 61. *Protein* 62. *Protein* 63. *Protein* 64. *Protein* 65. *Protein* 66. *Protein* 67. *Protein* 68. *Protein* 69. *Protein* 70. *Protein* 71. *Protein* 72. *Protein* 73. *Protein* 74. *Protein* 75. *Protein* 76. *Protein* 77. *Protein* 78. *Protein* 79. *Protein* 80. *Protein* 81. *Protein* 82. *Protein* 83. *Protein* 84. *Protein* 85. *Protein* 86. *Protein* 87. *Protein* 88. *Protein* 89. *Protein* 90. *Protein* 91. *Protein* 92. *Protein* 93. *Protein* 94. *Protein* 95. *Protein* 96. *Protein* 97. *Protein* 98. *Protein* 99. *Protein* 100. *Protein*

Attachment D

CHAPTER 27P-22
HAZARD MITIGATION GRANT PROGRAM

27P-22.001	Purpose
27P-22.002	Definitions
27P-22.003	Eligibility
27P-22.004	LMS Working Groups
27P-22.005	Local Mitigation Strategy
27P-22.006	County Allocations and Project Funding
27P-22.007	Application

27P-22.001 Purpose.

This chapter describes the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.001.

27P-22.002 Definitions.

(1) "Adoption" means a resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy.

(2) "Application" means the request for hazard mitigation funding as submitted to the Division of Emergency Management by an Applicant.

(3) "Applicant" means a state agency, local government, Native American tribe or authorized tribal organization or private non-profit organization requesting hazard mitigation funding.

(4) "FEMA" means the Federal Emergency Management Agency.

(5) "Florida Hazard Mitigation Strategy" means Florida's version of the Hazard Mitigation Plan referred to in 44 C.F.R., Part 206, Subpart M and approved by FEMA. The Florida Hazard Mitigation Strategy (Rev. February 26, 2013) is hereby incorporated into this rule by reference. A copy may be obtained by contacting the Division of Emergency Management.

(6) "Hazard" means a condition that exposes human life or property to harm from a man-made or natural disaster.

(7) "Hazard Mitigation" means any action taken to reduce or eliminate the exposure of human life or property to harm from a man-made or natural disaster.

(8) "Hazard Mitigation Grant Program", herein referred to as HMGP, means the program authorized under Section 404 of the Stafford Act and implemented by 44 C.F.R., Part 206, Subpart N, hereby incorporated by reference, a copy of which may be obtained by contacting the Division, which provides funding for mitigation projects as identified in the State Hazard Mitigation Strategy.

(9) "Local Mitigation Strategy" or "LMS" means a plan to reduce identified hazards within a county.

(10) "Project" means a hazard mitigation measure as identified in an LMS.

(11) "Repetitive loss structures" means structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences.

(12) "Working Group" is the group responsible for the development and implementation of the Local Mitigation Strategy.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.002, Amended 7-18-13.

27P-22.003 Eligibility.

(1) Eligible types of projects shall include, but not be limited to, the following:

- (a) New construction activities that will result in protection from hazards;
- (b) Retrofitting of existing facilities that will result in increased protection from hazards;
- (c) Elevation of flood prone structures;
- (d) Vegetative management/soil stabilization;
- (e) Infrastructure protection measures;

- (f) Stormwater management/flood control projects;
 - (g) Property acquisition or relocation; and
 - (h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions.
- (2) In order to be eligible for funding, projects shall meet the following requirements:
- (a) Conform to the Florida Hazard Mitigation Strategy;
 - (b) Conform to the funding priorities for the disaster as established in the LMS governing the project;
 - (c) Conform to 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, and 44 C.F.R., Part 10, Environmental Considerations, both hereby incorporated by reference, copies of which may be obtained by contacting the Division;
 - (d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and
 - (e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.003.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

(1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.

(2) The Working Group shall include, at a minimum:

- (a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;
- (b) Representation from all interested municipalities within the county; and
- (c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.

(3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.

(4) The Working Group shall have the following responsibilities:

- (a) To designate a Chairperson and Vice-Chairperson;
- (b) To develop and revise an LMS as necessary;
- (c) To coordinate all mitigation activities within the County;
- (d) To set an order of priority for local mitigation projects; and
- (e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a minimum:

- 1. Changes to the hazard assessment;
- 2. Changes to the project priority list;
- 3. Changes to the critical facilities list;
- 4. Changes to the repetitive loss list; and
- 5. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.004, Amended 7-18-13.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

- (f) Stormwater management/flood control projects;
- (g) Property acquisition or relocation; and
- (h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions.
- (2) In order to be eligible for funding, projects shall meet the following requirements:
 - (a) Conform to the Florida Hazard Mitigation Strategy;
 - (b) Conform to the funding priorities for the disaster as established in the LMS governing the project;
 - (c) Conform to 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, and 44 C.F.R., Part 10, Environmental Considerations, both hereby incorporated by reference, copies of which may be obtained by contacting the Division;
 - (d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and
 - (e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.003.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

- (1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.
- (2) The Working Group shall include, at a minimum:
 - (a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;
 - (b) Representation from all interested municipalities within the county; and
 - (c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.
- (3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.
- (4) The Working Group shall have the following responsibilities:
 - (a) To designate a Chairperson and Vice-Chairperson;
 - (b) To develop and revise an LMS as necessary;
 - (c) To coordinate all mitigation activities within the County;
 - (d) To set an order of priority for local mitigation projects; and
 - (e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a minimum:
 - 1. Changes to the hazard assessment;
 - 2. Changes to the project priority list;
 - 3. Changes to the critical facilities list;
 - 4. Changes to the repetitive loss list; and
 - 5. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.004, Amended 7-18-13.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

- (1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.
- (2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(1), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 90 days after the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

(2) If funds remain after all eligible projects under subsection (1) above have been funded, then they shall be applied to fund eligible projects submitted from counties not included in the relevant presidential disaster declaration on a first-come-first-served basis until all available funds are obligated.

(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.006.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., § 206.221(e), hereby incorporated by reference, a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

(2) The Division shall notify potential applicants of the availability of HMGP funds by publishing a Notice of Funding Availability in the Florida Administrative Register.

(3) Applicants will have not less than ninety (90) days from the date of notification to submit project applications. The opening and closing dates will be specified in the Notice of Funding Availability. Applications mailed to the Division must be postmarked on or before the final due date. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. (Eastern Time) on the final due date.

(4) A letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

(5) Applications must be submitted using Form No. HMGP, State of Florida Hazard Mitigation Grant Program Application (Effective Date: June, 2012), which is incorporated into this rule by reference, a copy of which may be obtained by contacting the Division or visiting www.floridadisaster.org.

(6) If the Division receives an incomplete application, the applicant will be notified in writing of the deficiencies. The applicant will have thirty (30) calendar days from the date of the letter to resolve the deficiencies. If the deficiencies are not corrected by the deadline the application will not be considered for funding.

(7) Applications are to be delivered or sent to:

Division of Emergency Management

Bureau of Mitigation

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399

ATTENTION: Hazard Mitigation Grant Program

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.007, Amended 7-18-13.

514-4 20

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it sets out the President's policy for the new year. The President states that he is pleased to see the Congress assembled, and that he is confident that the country is in a good position to meet the challenges of the future. He also mentions the recent election of Abraham Lincoln as President, and expresses his confidence in the new administration.

Attachment E

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(1), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 90 days after the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

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(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.006.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., § 206.221(e), hereby incorporated by reference, a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

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(4) A letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

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Attachment E

Data Collection Worksheet Notice

If you are submitting project applications for the project types listed below, follow the link and look under "Project Worksheets" for the form pertaining to your project. These worksheets will help ensure that the appropriate information is given to the state and assist us in reviewing your application more efficiently.

Project Worksheets

- Wind Retrofit
- Flood Control- Drainage Improvement
- Generator
- Hurricane Safe Rooms
- Tornado Safe Rooms
- Wildfire
- Drought

In addition, a new worksheet was developed to assist sub-applicants submitting acquisition-related projects. To find this document, follow the same link and look under "For Acquisition Projects."

<https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/>

THIS SECTION FOR STATE USE ONLY

FEMA-____-DR-FL

☐ Standard HMGP

☐ 5% Initiative Application

☐ Application Complete

☐ Initial Submission or

☐ Re-Submission

Support Documents

☐ Conforms w/ State 409 Plan

☐ In Declared Area

☐ Statewide

Eligible Applicant

☐ State or Local Government

☐ Private Non-Profit (Tax ID Received)

☐ Recognized Indian Tribe or Tribal Organization

Project Type(s)

☐ Wind

☐ Flood

☐ Other: _____

Community NFIP Status: (Check all that apply)

☐ Participating Community ID#: _____

☐ In Good Standing ☐ Non-Participating ☐ CRS

LMS Ranking: _____

County: _____

State Application ID: _____

(TIME-DATE STAMP HERE)

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Complete ALL sections and provide the documents requested. If you require technical assistance, contact the Florida Division of Emergency Management at DEM_HazardMitigationGrantProgram@em.myflorida.com.

Section I – Applicant

A. Applicant Instruction: Complete all sections that correspond with the type of proposed project

Application Sections I-IV:

All Applicants must complete these sections

Environmental Review:

All Applicants must complete these sections

Maintenance Agreement:

Any Applications involving public property, public ownership, or management of property

Flood Control – Drainage Improvement Worksheet:

Acquisition, Elevation, Dry Flood Proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion – one worksheet per structure

Generator Worksheet:

Permanent, portable generators, and permanent emergency standby pumps

Tornado Safe Room Worksheet:

New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room

Hurricane Safe Room Worksheet:

New Safe Room, Retrofit of existing structure

Wind Retrofit Worksheet:

Wind Retrofit projects only – one worksheet per structure

Wildfire Worksheet:

Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other

Drought Worksheet:

Aquifers, other

Request for Public Assistance Form:

FEMA Form 90-49 (Request for Public Assistance): All applicants must complete, if applicable.

Acquisition Forms:

If project type is Acquisition, these forms must be completed. (Only one of the two Notice of Voluntary Interest forms is necessary.)

Model Statement of Assurances for Property Acquisition Projects

Declaration and Release

Notice of Voluntary Interest (Town Hall Version)

Notice of Voluntary Interest (Single Site Version)

Statement of Voluntary Participation

FEMA Model Deed Restriction Language

Application Completeness Guidance / Checklist :

All applicants are recommended to complete this checklist and utilize the guidance for completing the application.

B. Applicant Information:

FEMA-____-DR-FL DISASTER NAME: _____

Title of Project: _____

1. Applicant (Organization): _____
2. Applicant Type: ☐ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: _____
4. State Legislative Senate District(s): _____; State Legislative House District(s): _____;
Congressional House District(s): _____
5. Federal Tax I.D. Number: _____
6. Data Universal Numbering System (DUNS): _____
7. Federal Information Processing Standards (FIPS) Code*: _____ *(*if your FIPS code is not known, see guidance)*
8. National Flood Insurance Program (NFIP) Community Identification Number: _____
(this number can be obtained from the FIRM map for your area)
9. **Point of Contact:** (Applicant staff serving as the coordinator of project)

☐ Ms. ☐ Mr. First Name: _____ Last Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Email: _____

10. Application Prepared by:

☐ Ms. ☐ Mr. First Name: _____ Last Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Email: _____
Organization: _____

11. Authorized Applicant Agent (proof of authorization authority required)

☐ Ms. ☐ Mr. First Name: _____ Last Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Email: _____

Signature: _____

Date: _____

12. Local Mitigation Strategy (LMS) Compliance

- a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☐ Yes ☐ No
- b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☐ Yes ☐ No
Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.
- c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within \$500.00 between the two. ☐ Yes ☐ No

13. Has this project been submitted under a previous disaster event? ☐ No
☐ Yes, provide the disaster number and project number (as applicable): _____

Section II – Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
☐ Flood ☐ Wind ☐ Storm surge ☐ Wildfire ☐ Other (list): _____
2. Identify the type of proposed project:
☐ Elevation and retrofitting of residential or non-residential structure
☐ Acquisition and Relocation ☐ Acquisition and Demolition
☐ Wind retrofit ☐ Drainage project that reduces localized flooding
☐ Generator ☐ Other (explain) _____
3. List the total number of persons that will be protected by the proposed project (*include immediate population affected by the project only*):

4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (*include immediate area affected by the project only*):

5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. (e.g. 23 structures protected against the 100-year storm event (1% chance)
_____ structure(s) protected against the _____ -year storm event (10, 25, 50, 100, or 500 year storm event)
_____ structure(s) protected against _____ mile per hour (mph) winds
6. Check **all** item(s) the project may impact:

<input type="checkbox"/> Wetlands	<input type="checkbox"/> Water Quality	<input type="checkbox"/> Previously Undisturbed Soil
<input type="checkbox"/> Floodplain	<input type="checkbox"/> Coastal Zone	<input type="checkbox"/> Toxic or Hazardous Substances
<input type="checkbox"/> Historic Resources	<input type="checkbox"/> Fisheries	<input type="checkbox"/> Threatened & Endangered Species
<input type="checkbox"/> Vegetation Removal	<input type="checkbox"/> Public Controversy	<input type="checkbox"/> Potential for Cumulative Impacts
<input type="checkbox"/> Health & Safety	<input type="checkbox"/> Other _____	
7. **Engineered projects:** If your project has been already designed and engineering information is available, attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☐ No ☐ Yes If so, see Attachment #(s) _____.

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. **Ensure that each proposed project is mitigation and not maintenance.**

1. Describe the existing problems:

2. Describe the type(s) of protection that the proposed project will provide:

3. Scope of Work (describe in detail what you are planning to do):

4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:

Section III – Project Location (Fully describe the location of the proposed project.)

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

Site Location: _____

Address(es): _____

GPS coordinates (decimal degree format): _____

Project Zip Code(s): _____

2. Titleholder: _____
3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐ Yes ☐ No
4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include **all** structures in project area.

<input type="checkbox"/> Residential property: _____	<input type="checkbox"/> Public buildings: _____
<input type="checkbox"/> Businesses/commercial property: _____	<input type="checkbox"/> Schools/hospitals/houses of worship: _____
<input type="checkbox"/> Other: _____	

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. <input type="checkbox"/> Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map. FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal .	
2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) (See FIRM legend for flood zone explanations) (A Zone must be identified)	
<input type="checkbox"/> VE or V 1-30	<input type="checkbox"/> AE or A 1-30
<input type="checkbox"/> AO or AH	<input type="checkbox"/> A (no base flood elevation given)
<input type="checkbox"/> B or X (shaded)	<input type="checkbox"/> C or X (unshaded)
<input type="checkbox"/> Floodway	<input type="checkbox"/>
<input type="checkbox"/> Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; coordinate with your state agency before submitting an application for a CBRA Zone project).	
3. <input type="checkbox"/> If the FIRM Map for your area is not published, attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map.	
4. <input type="checkbox"/> Attach a copy of a Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area	

C. Maps with Project Site and Photographs

1. ☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☐ Attach a USGS 1:24,000 TOPO map with project site **clearly** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☐ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, include the following angles: front, back and both sides.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

MEMORANDUM

To: Local Governments, State and Regional Agencies, Indian Tribal Governments, Local Mitigation Strategy Working Groups, and Private Non-Profit Organizations Submitting Hazard Mitigation Grant Program Applications for Hurricane Michael (DR-4399)

From: Jared Moskowitz, State Coordinating Officer *JM*

Subject: Hazard Mitigation Grant Program Notice of Funding Availability

Date: September 10, 2019

Program Summary

The Florida Division of Emergency Management (the Division) is pleased to announce the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Michael (**FEMA 4399-DR-FL**).

HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for the Presidential Disaster Declaration.

Application Timeline

Applications are currently being accepted. The application period will close **March 10, 2020**. Applications mailed to the Division must be postmarked on or before **March 10, 2020**. Hand-delivered applications must be stamped in at the Division no later than **5:00 p.m. EDT on March 10, 2020**. The Division requires potential applicants to submit complete applications before the close of the application period.

Applications will only be accepted from eligible applicants as defined in the *Minimum Program Eligibility* section of this notice.

Please provide one original and one identical copy of the State of Florida Hazard Mitigation Grant Program Application and all appropriate attachments. In addition, include a full copy of the submittal and all documentation on CD or thumb drive.

The application and all other pertinent forms may be obtained at the Division's website located at <https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/> in the section HMGP Application and Resources.

Only the application identified for DR-4399 will be accepted for Hurricane Michael. Any application sent in with an older version must be converted to the new form and resubmitted to be eligible. This will not affect the order of tier 3 applications that were already submitted, so long as they are converted to the new form by the application deadline. The application number will be located at the bottom of the application.

Completed applications must be sent to the following address:

ATTN: Kathleen Marshall, Hazard Mitigation Grant Program
Florida Division of Emergency Management
Mitigation Bureau
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Minimum Program Eligibility

Eligible Applicants: According to the Code of Federal Regulations (CFR) 44 §206.434(a), the following parties are eligible to apply for Hazard Mitigation Grant Program funds:

- State and local governments who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR 201.6, prior to receipt of HMGP subgrant funding for projects;
- Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in §206.221(e); and
- Indian tribes or authorized tribal organizations.

However, be advised that pursuant to 27P-22 of the Florida Administrative Code, all project applications must go through the Local Mitigation Strategy Working Group (LMSWG) of the county where the project will take place. Any application sent to the Division without a signed endorsement letter, from either the Chair or Vice-Chair of an LMSWG, will be denied.

Additional projects and project re-ordering to a county's endorsement letter will only be accepted up to the date of the application deadline. Any changes after the deadline are restricted to changes in total project costs. Any increase in project costs that would necessarily increase a project's federal award amount must have approval from the LMSWG Chair or Vice-Chairperson.

Only projects eligible under regular funds are being solicited under this notice. Projects eligible under FEMA's 5% Initiative or that are planning-related activities, per the Hazard Mitigation Assistance Guidance 2015, will not be considered for funding.

Eligible Activities: Activities include mitigation projects that will result in protection of public or private property from natural hazards. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to, the following:

- Acquisition or relocation of hazard-prone structures;
- Retrofitting of existing buildings and facilities that will result in increased protection from hazards;
- Elevation of flood-prone structures;
- Infrastructure protection measures;
- Stormwater management improvements;
- Minor structure flood control;
- Flood diversion and storage;
- Aquifer storage and recovery;
- Floodplain and stream restoration;
- Residential and community safe room construction;
- Generators for a critical facility, provided they are cost-effective, contribute to a long-term solution to the problem that they are intended to address, and meet other project eligibility criteria as required by 44 CFR §206.434(c); or generators that are an integral part of a larger eligible project.

Ineligible Activities: The state will **NOT** consider funding requests for the following:

- Construction of new facilities (Nevertheless, the cost associated with above-code upgrades to new facilities may be considered);
- No equipment;
- Stand-alone studies, design, and planning-related activities;
- Tree removal, debris removal, and other forms of maintenance; or
- **Projects already in progress** (*Construction may not begin until the contract between the State and subrecipient is executed and the project has met requirements of the National Environmental Policy Act*).

Eligibility Criteria: All projects submitted must meet *minimum criteria* to be considered for funding. An eligible project must:

- Conform to the requirements stated in this Notice of Funding Availability;
- Conform to the Florida State Hazard Mitigation Plan and the respective community's LMS;
- Conform to the funding priorities for the disaster, as established in the appropriate LMS;
- Demonstrate cost-effectiveness;

- Be technically feasible;
- Benefit the designated disaster area;
- Conform to all applicable environmental laws and regulations, as well as Executive Orders;
- Solve a problem independently or constitute a functional part of a solution;
- Benefit a National Flood Insurance Program (NFIP) participating community that is not on probation or suspended from the NFIP; and
- Meet all applicable State and local codes and standards.

Cost-Share Requirements

Under the HMGP, FEMA will contribute up to 75 percent of the total amount approved under the grant award to implement eligible, cost-effective mitigation measures. The applicant must provide the remaining 25-percent non-federal share. Contributions, cash, and in-kind services are acceptable as part of the non-federal share. Requirements for in-kind contributions can be found in 2 CFR §200.306. In-kind contributions must be directly related to the eligible project cost and are those personnel, materials, equipment and supplies owned, controlled, and operated by the applicant or a **third-party** contributor.

Applicants may use the Global Match concept as part of the 25-percent non-federal share. Global Match permits a potential applicant to meet the non-federal share match by receiving credit for state and/or local government funds that were committed to a similar type of project(s). These similar, **non-federally** funded projects must meet all of the HMGP eligibility requirements. This means that if Global Match is approved, the applicant may receive up to 100 percent federal share.

Pre-Award Costs

Prior to receiving a grant award, pre-award costs may be requested. Pre-award costs include items such as engineering, environmental study, permitting, and other "soft" costs associated with a construction project. *Construction activities are not considered pre-award costs.* Pre-award costs must be requested in writing. Guidelines for pre-award costs are included in *Attachment A*.

Project Management Costs

Project Management Costs will be made available to those subapplicants that request them. Projects are now eligible for management costs up to 5 percent of the total project cost. More information regarding project management costs can be found in the application.

County Funding Allocation

To ensure funds are distributed equitably, designated counties have been assigned a portion of the total HMGP grant. The amount is based on a calculation of the proportional share of the total federal assistance under the Public Assistance (PA), Individual

Assistance (IA), and Small Business Administration (SBA) programs as of April 2019. Commitment of project funds by the Division is contingent upon receipt of appropriate Legislative Budget Authority.

These figures are shown in *Attachment B* and represent the estimated amount of HMGP funds currently available. HMGP funding is available only to those counties that have a current FEMA-approved LMS. Project applications will be considered only if:

- (1) The application is accompanied by an endorsement by the LMS Chairperson or Vice-Chairperson stating that the project is included in the current LMS; and,
- (2) If more than one project is submitted, the endorsement indicates the prioritization. A sample project submission letter is shown in *Attachment C*.

The Division will attempt to fund each submitted project in priority order until the county's allocation has been exhausted. In accordance with Florida Administrative Code (F.A.C.) 27P-22.006, the Division uses the following tiered allocation system up until the State application deadline with FEMA:

Tier 1 The available HMGP funds are allocated to counties included in the relevant Presidential Disaster Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 90 days after a Disaster Declaration as reported by FEMA. Eligible projects submitted by each county included in the relevant Presidential Disaster Declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted or all eligible projects are funded.

Tier 2 Any allocation remaining after all eligible projects in any declared county are funded shall be re-allocated to those counties included in the relevant Presidential Disaster Declaration whose allocation was not sufficient to fund all submitted eligible projects. The order of priority for re-allocating funds is detailed in *Attachment D*.

Tier 3 In the event funds remain after the Tier 1 and Tier 2 processes, any remaining funds will be offered on a statewide basis as described in *Attachment D*.

Please see *Attachment D* for a detailed explanation of funding tiers.

Funding Availability and Notification

FEMA notifies the State of HMGP funding availability at the following milestones:

1. Initial 90-Day Estimate

This is an early estimate only and not an actual commitment of funding by FEMA. Funding may increase or decrease based on actual disaster claims during the declaration period. These estimates are provided for planning purposes and to jump-start the HMGP application process.

2. Obligation prior to 12 Months

Prior to the 12-month lock-in, FEMA will only obligate funds up to 75% of any current estimate. This is to eliminate the risk of over obligating funds for any given disaster in the event the 12-month lock-in is lower than initially estimated.

3. 12 Months from the Date of Declaration

This represents the State's Lock-in Amount. It is the maximum amount available the state can expect to receive from FEMA. In rare occurrences, FEMA may conduct a subsequent review 18 months after the declaration, but only at the request of the State. The estimate from that review may cause the final lock-in to fluctuate up or down depending on the findings.

It is important for potential applicants to recognize that HMGP funds are contingent upon FEMA's reexamination of the disaster figures at the given time intervals. A county's funding allocation can increase or decrease after it has submitted an application.

Technical Assistance

The Division is in the process of scheduling in-person HMGP application development workshops for the benefit of the impacted counties. The Division is in the process of scheduling these workshops and will be in touch with the impacted counties in the next few weeks to finalize dates and times. Please check the Division's website www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program for additional technical guidance. If there are any questions regarding the allocation of funds or the project review and selection criteria, please call Bureau staff at one of the following numbers:

Program Eligibility: (850) 815-4537 or (850) 815-4503

Environmental: (850) 815-4575

Engineering and Technical Feasibility: (850) 815-4573

For additional information and technical assistance, please refer to FEMA's *Hazard Mitigation Assistance Guidance* document available at <https://www.fema.gov/media-library/assets/documents/103279>.

To assist you in submitting qualified project applications, the *Hazard Mitigation Grant Program Application* and the following attachments are located on the Division website <https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program>:

<i>Attachment A:</i>	<i>Pre-award Cost Guidance and Form</i>
<i>Attachment B:</i>	<i>Initial Estimate of Available HMGP Funding</i>
<i>Attachment C:</i>	<i>Sample LMS Project Submission Letter</i>
<i>Attachment D:</i>	<i>Florida Administrative Code 27P-22</i>
<i>Attachment E:</i>	<i>Data Collection Worksheet Notice</i>

JM/km
Attachments

1. The Commission has received information from the Government of the United Kingdom that the Government is considering the possibility of introducing a Bill to amend the law relating to the control of the export of goods and services. The Bill is intended to give effect to the provisions of the European Communities (Export Control) Regulations 1994, which were introduced in 1994. The Bill is intended to give effect to the provisions of the European Communities (Export Control) Regulations 1994, which were introduced in 1994.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

[illegible]

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Attachment A

Guidance on Pre-Award Cost Associated with HMGP Projects

Pre-award costs are costs incurred by a sub-recipient before the grant was awarded. Any and all pre-award costs associated with an HMGP project must be incurred after the date of declaration of a disaster under which the project is proposed for funding (GAO 10-129).

All **construction** associated with an HMGP project must be incurred after approval by FEMA and after the State of Florida and the sub-recipient have executed a project contract. According to Webster's II New Riverside Dictionary Revised Edition, the word construction means "the act, process, or work of building." Breaking ground, installing a shutter, taking out a window to replace with impact glass, are all examples of "construction."

FEMA may approve pre-award costs. These costs include study or research required to plan a construction project. Such activities may include engineering, modeling, permitting, environmental study, benefit-cost analysis, etc. These are soft costs and not to be confused with hard construction costs. Construction costs may not be included as pre-award costs. Pre-award costs must be factored into total project costs and included in the benefit-cost analysis calculations.

The applicant may request pre-award costs any time after the disaster declaration. The request must be in writing and include the type of activity or activities proposed and estimated cost. All pre-award activity must clearly be associated with the applicant's proposed project. The State and FEMA will do a preliminary review of the request and may concur that the activities are necessary for the type of project envisioned or may consult with the applicant on an identified activity that the State or FEMA does not feel is necessary for a proposed project. Conversely, the State or FEMA may suggest additional study or research the applicant has not identified for a particular project. Review by the State and FEMA of pre-award activities may save money and time for the State, FEMA, and the applicant. Letters and documentation of all pre-award activities will need to be submitted to the State with the project application. ***Preliminary review by the State or FEMA of pre-award activities is no guarantee of eligibility or approval of the activities or the proposed project.*** FEMA will provide a written final determination on the pre-award request.

An alternative is for the applicant to request approval of pre-award cost by letter attached to the project application. The request must include the type of activity or activities and costs incurred by the applicant. There is greater risk to the applicant with this alternative that incurred costs may not be considered eligible.

If the proposed project meets all eligibility criteria and is approved by FEMA, then pre-award costs identified by the applicant prior to project submittal, or identified by the applicant in documentation attached to the application, will be considered project costs eligible for 75/25 reimbursement (same as other project costs).

All pre-award costs are subject to an approved grant award and available funding. If funding is not available, even if pre-award costs are approved in writing, they will not be reimbursed and will be solely the responsibility of the applicant.

REFERENCES

General Accounting Office, Principles of Federal Appropriations Law, Volume II, January 2004

Excerpts from OMB Cost Principle Circulars:

2 CFR §200.458 – Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.

2 CFR §200.309 – A non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance (except as described in §200.461 Publication and printing costs) and any costs incurred before the Federal awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency or pass-through entity.

44 CFR §206.439(c) further explains the pre-award cost regulations as allowable costs under HMGP.

2 CFR §200 Subpart E lists the applicable cost principles for HMGP applicants including: governments, private non-profits, and educational institutions.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

HAZARD MITIGATION ASSISTANCE PROGRAM PRE-AWARD COST REQUEST FORM

To request Pre-Award Costs, please complete this form and submit with your project application. All ELIGIBLE pre-award costs are subject to an approved grant award and availability of funding. If funding is not available or the project is not approved, pre-award costs will NOT be reimbursed and will be the sole responsibility of the applicant. If your project is approved and pre-award costs are eligible, the cost share for the reimbursement of these activities is up to a 75/25 split for project costs, and 100/0 for project management costs.

Disaster: _____

Applicant: _____

Project Title: _____

Start Date for Pre-Award Activities:

Pre-award costs associated with this request incurred prior to the date of declaration are NOT eligible. These costs include, but are not limited to: study or research to plan project, engineering, modeling, permitting or environmental study. Construction costs should NOT be included. Construction activities may NOT begin until after a contract has been fully executed with the State for this project. Pre-award management costs count towards the 5 percent limit for subrecipient management costs.

Complete the table(s) below for those costs you plan to incur prior to award. ***These costs must be reflected as a line item in the project budget of your application.***

Non-Construction (Soft) Project Costs

Activity	Estimated Cost	Estimated Start Date

Project Management Costs

Activity	Estimated Cost	Estimated Start Date

Point of Contact Information:

Name: _____ **Title:** _____

Agency: _____

Address: _____

Phone: _____ **Email:** _____

Authorizing Agent:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

FEMA-4399-DR-FL
6 Month Estimate as of 4/17/19

County	Regular Projects HMGP Funding	25% Match Required
Bay	\$ 200,932,405.13	\$ 66,977,468.38
Calhoun	\$ 13,821,063.03	\$ 4,607,021.01
Franklin	\$ 5,785,143.64	\$ 1,928,381.21
Gadsden	\$ 7,080,045.31	\$ 2,360,015.10
Gulf	\$ 22,077,052.16	\$ 7,359,017.39
Holmes	\$ 3,491,201.07	\$ 1,163,733.69
Jackson	\$ 23,694,181.13	\$ 7,898,060.38
Leon	\$ 7,064,806.51	\$ 2,354,935.50
Liberty	\$ 4,788,142.21	\$ 1,596,047.40
Taylor	\$ 2,787,971.95	\$ 929,323.98
Wakulla	\$ 4,597,355.51	\$ 1,532,451.84
Washington	\$ 6,467,167.34	\$ 2,155,722.45
	\$ 302,586,535.00	\$ 100,862,178.33

Based on NEMIS as of 4/17/19

Attachment C

(On agency letterhead)

Date

Mr. Miles Anderson, State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) applications for FEMA 4399-DR-FL,
Hurricane Michael

Dear Mr. Anderson:

The _____ County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44 §201.6).

The _____ County LMS group therefore presents the projects below (or in the attachment) in the order that they are to be considered for funding.

FEMA 4399-DR-FL Hurricane Michael

Funding Priority	Project Name or Description	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
1.	Project name	Applicant	3. B. (2)	\$000,000	\$000,000
2.	Project name	Applicant	1. A. (4)	\$000,000	\$000,000
3.	Project name	Applicant	2. B. (4)	\$000,000	\$000,000
<i>Etcetera</i>					

For further information or inquiry, please contact me at insert phone number and email.

Sincerely,

LMS Chair

County LMS

cc:

UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE

TO: [illegible]
FROM: [illegible]
SUBJECT: [illegible]

[illegible text]

[illegible text]

Attachment D

[illegible text]

[illegible text]

[illegible text]

**CHAPTER 27P-22
HAZARD MITIGATION GRANT PROGRAM**

27P-22.001	Purpose
27P-22.002	Definitions
27P-22.003	Eligibility
27P-22.004	LMS Working Groups
27P-22.005	Local Mitigation Strategy
27P-22.006	County Allocations and Project Funding
27P-22.007	Application

27P-22.001 Purpose.

This chapter describes the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.001.

27P-22.002 Definitions.

(1) "Adoption" means a resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy.

(2) "Application" means the request for hazard mitigation funding as submitted to the Division of Emergency Management by an Applicant.

(3) "Applicant" means a state agency, local government, Native American tribe or authorized tribal organization or private non-profit organization requesting hazard mitigation funding.

(4) "FEMA" means the Federal Emergency Management Agency.

(5) "Florida Hazard Mitigation Strategy" means Florida's version of the Hazard Mitigation Plan referred to in 44 C.F.R., Part 206, Subpart M and approved by FEMA. The Florida Hazard Mitigation Strategy (Rev. February 26, 2013) is hereby incorporated into this rule by reference. A copy may be obtained by contacting the Division of Emergency Management.

(6) "Hazard" means a condition that exposes human life or property to harm from a man-made or natural disaster.

(7) "Hazard Mitigation" means any action taken to reduce or eliminate the exposure of human life or property to harm from a man-made or natural disaster.

(8) "Hazard Mitigation Grant Program", herein referred to as HMGP, means the program authorized under Section 404 of the Stafford Act and implemented by 44 C.F.R., Part 206, Subpart N, hereby incorporated by reference, a copy of which may be obtained by contacting the Division, which provides funding for mitigation projects as identified in the State Hazard Mitigation Strategy.

(9) "Local Mitigation Strategy" or "LMS" means a plan to reduce identified hazards within a county.

(10) "Project" means a hazard mitigation measure as identified in an LMS.

(11) "Repetitive loss structures" means structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences.

(12) "Working Group" is the group responsible for the development and implementation of the Local Mitigation Strategy.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.002, Amended 7-18-13.

27P-22.003 Eligibility.

(1) Eligible types of projects shall include, but not be limited to, the following:

(a) New construction activities that will result in protection from hazards;

(b) Retrofitting of existing facilities that will result in increased protection from hazards;

(c) Elevation of flood prone structures;

(d) Vegetative management/soil stabilization;

(e) Infrastructure protection measures;

- (f) Stormwater management/flood control projects;
 - (g) Property acquisition or relocation; and
 - (h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions.
- (2) In order to be eligible for funding, projects shall meet the following requirements:
- (a) Conform to the Florida Hazard Mitigation Strategy;
 - (b) Conform to the funding priorities for the disaster as established in the LMS governing the project;
 - (c) Conform to 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, and 44 C.F.R., Part 10, Environmental Considerations, both hereby incorporated by reference, copies of which may be obtained by contacting the Division;
 - (d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and
 - (e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.003.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

(1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.

(2) The Working Group shall include, at a minimum:

- (a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;
- (b) Representation from all interested municipalities within the county; and
- (c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.

(3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.

(4) The Working Group shall have the following responsibilities:

- (a) To designate a Chairperson and Vice-Chairperson;
- (b) To develop and revise an LMS as necessary;
- (c) To coordinate all mitigation activities within the County;
- (d) To set an order of priority for local mitigation projects; and
- (e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a

minimum:

- 1. Changes to the hazard assessment;
- 2. Changes to the project priority list;
- 3. Changes to the critical facilities list;
- 4. Changes to the repetitive loss list; and
- 5. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.004, Amended 7-18-13.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(1), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 90 days after the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

(2) If funds remain after all eligible projects under subsection (1) above have been funded, then they shall be applied to fund eligible projects submitted from counties not included in the relevant presidential disaster declaration on a first-come-first-served basis until all available funds are obligated.

(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.006.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., § 206.221(e), hereby incorporated by reference, a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

(2) The Division shall notify potential applicants of the availability of HMGP funds by publishing a Notice of Funding Availability in the Florida Administrative Register.

(3) Applicants will have not less than ninety (90) days from the date of notification to submit project applications. The opening and closing dates will be specified in the Notice of Funding Availability. Applications mailed to the Division must be postmarked on or before the final due date. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. (Eastern Time) on the final due date.

(4) A letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

(5) Applications must be submitted using Form No. HMGP, State of Florida Hazard Mitigation Grant Program Application (Effective Date: June, 2012), which is incorporated into this rule by reference, a copy of which may be obtained by contacting the Division or visiting www.floridadisaster.org.

(6) If the Division receives an incomplete application, the applicant will be notified in writing of the deficiencies. The applicant will have thirty (30) calendar days from the date of the letter to resolve the deficiencies. If the deficiencies are not corrected by the deadline the application will not be considered for funding.

(7) Applications are to be delivered or sent to:

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
ATTENTION: Hazard Mitigation Grant Program

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.007, Amended 7-18-13.

Data Collection Worksheet Notice

If you are submitting project applications for the project types listed below, follow the link and look under "Project Worksheets" for the form pertaining to your project. These worksheets will help ensure that the appropriate information is given to the state and assist us in reviewing your application more efficiently.

Project Worksheets

- Wind Retrofit
- Flood Control- Drainage Improvement
- Generator
- Hurricane Safe Rooms
- Tornado Safe Rooms
- Wildfire
- Drought

In addition, a new worksheet was developed to assist sub-applicants submitting acquisition-related projects. To find this document, follow the same link and look under "For Acquisition Projects."

<https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO CONSIDER APPROVAL OF LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 2 TO CONSTRUCT A SIDEWALK ALONG GREEN STREET AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION.

MEETING DATE REQUESTED:

February 3, 2020

Statement of Issue: Board to consider approval of a Local Agency Program Supplemental Agreement No. 2 with the Florida Department of Transportation (FDOT) to provide additional funding to construct a sidewalk along Green Street from Arena Ave to Howard Street.

Recommended Action: Approve Local Agency Program Supplemental Agreement No. 2 with FDOT to construct a sidewalk along Green Street from Arena Ave to Howard Street and adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2018/20 - \$0.00

Budgeted Expense: N/A

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners approved a request received from FDOT on July 1, 2016 regarding a proposed Local Agency Program (LAP) project to construct a sidewalk along Green Street from Arena Ave to Howard Street. That agreement obligated Taylor County to manage the FDOT selected design consultant, Element Engineering, develop the bid package and select the construction contractor.

On July 16, 2018, we received a second agreement addressing the construction phase of the Local Agency Project process. Under the terms of this agreement, Taylor County is responsible to advertise, award and manage the construction contract once selection is approved by FDOT. Construction of the project is required to be completed no later than June 30, 2020 with construction funding being provided by FDOT.

On June 18, 2019, the Board approved Supplemental Agreement No. 1 providing an additional \$151,697.00 project funding to cover the \$488,192.00 cost of the project. The current matter, Supplemental Agreement No. 2 is also providing additional funds. This \$5,378.00 of funding is to address the additional scope of concrete work at the intersection of Clark and Green Street due to the height and proximity of the adjacent embankment.

Staff recommends that the Board accept the Local Agency Program Supplemental Agreement with FDOT to construct the Green Street Sidewalk. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Local Agency Program Supplemental Agreement No. 2 and adopt a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 2 and state reasons for such denial.

Attachments:

Local Agency Program Supplemental Agreement No. 2
Authorizing Signature Resolution

RESOLUTION NO. _____

Green Street Sidewalk Supplemental Agreement No. 2 - Signature Authorization

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Local Agency Program Supplemental Agreement No. 2 to construct a sidewalk along Green Street from Arena Ave to Howard Street in Taylor County, and

WHEREAS, the Local Agency Program Agreement will have no financial obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Local Agency Program Supplemental Agreement No. 2.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Green Street Sidewalk Local Agency Program Supplemental Agreement No. 2.

PASSED in regular session this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PAM FEAGLE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
11/18

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SUPPLEMENTAL NO.

2

FEDERAL ID NO. (FAIN)

D218-071-B

CONTRACT NO.

G1386

FEDERAL AWARD DATE

11/21/2018

FPN

433986-2-58-01 & 433986-2-68-01

RECIPIENT DUNS NO.

065887796

Recipient, Taylor County, desires to supplement the original Agreement entered into and executed on November 26, 2018 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Sidewalk on CR 356 (Green St) from Arena St. to Howard St. Length .823 miles

Termini from Arena St. to Howard St

Description of Work:

Sidewalk Construction on CR 356 Green Street.

Reason for Supplement and supporting engineering and/or cost analysis:

Additional funding in the amount of \$5,378.00 is needed due to the height of the embankment and the proximity to the existing utilities, shrubs, and trees located along the back of the sidewalk. The embankment was unable to be graded to a desired slope which would cause long term maintenance issues. Construction of the wall also prevents delays associated with relocating the existing utilities and prevents damage to the tree roots which could potentially kill the tree.

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

 525-010-32
PROGRAM
MANAGEMENT
11/18

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

Page 2 of 3

 RECIPIENT NAME & BILLING ADDRESS: Taylor County
201 East Green Street
Perry, FL 32347

FINANCIAL PROJECT NUMBER:

 433986-2-58-01 & 433986-2-
68-02

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction						
FY: 2018-2019 (ACTL & TALL)	\$336,495.00		\$336,495.00			\$336,495.00
FY: 2018-2019 (ACTL & TALL)	\$151,697.00		\$151,697.00			\$151,697.00
FY: 2019-2020 (Insert Program Name)		\$5,378.00				\$5,378.00
Total Construction Cost	\$488,192.00	\$5,378.00	\$488,192.00	\$ 0.00	\$ 0.00	\$493,570.00
Construction Engineering and Inspection (CEI)						
FY: 2018-2019 (TALL)	\$5,100.00		\$5,100.00			\$5,100.00
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	\$5,100.00	\$ 0.00	\$5,100.00	\$ 0.00	\$ 0.00	\$5,100.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$493,292.00	\$5,378.00	\$493,292.00	\$ 0.00	\$ 0.00	\$498,670.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

 Amy Roberson
District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
07/17

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Taylor County

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Greg Evans

Title: District 2 Secretary

Date: _____

Legal Review:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Transfer from General Fund Reserves for Deductible Invoice



MEETING DATE REQUESTED:

02/03/2020

Statement of Issue:

2019/2020 FY

The Board to consider approval of a budget transfer for \$5,000 from the General Fund "Reserve for Contingency" to cover deductible expense in liability suit.

Recommended Action:

Approval of a Budget Transfer from Contingency for \$5,000

Fiscal Impact:

\$5,000 to General Fund Reserves

Budgeted Expense:

No

Submitted By:

Dannielle Welch, County Finance Director

Contact:

838-3506, ext. 122
dwelch@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

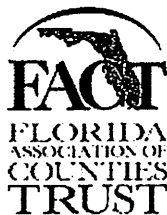
History, Facts & Issues: n/a

Options:

Approve Budget Transfer

Attachments:

FACT Invoice
File/Claim #: GC2018001653-F



Florida Association of Counties Trust

INVOICE

To: Dannielle Welch
Taylor County Board of County Commissioners
FACT# 9018
201 East Green Street
Perry, FL 32347

From: Valerie Morrison
Florida Association of Counties Trust
Liability Claims Department
P.O. Box 538135
Orlando, FL 32853-8135

Date: 1/13/2020

RE: Deductible Invoice

Below listed are amounts due on your Liability Deductible as of 12/31/2019

General Liability Deductible - \$5000	Fund Year 10/01/2016 - 10/01/2017	\$5,000.00
Total Amount Due		\$5,000.00

RECEIVED

JAN 22 2020

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Payment Due by:

2/12/2020

Please make check payable to:
Florida Association of Counties Trust
P.O. BOX 530065
Orlando, FL 32853-0065

FLORIDA ASSOCIATION OF COUNTIES TRUST - GENERAL LIABILITY
DEDUCTIBLE INVOICE DETAILS
10/01/2016 - 10/01/2017 as of 12/31/2019

FACT #: 9018
Taylor County Board of County Commissioners
Deductible Amount: \$5,000

Monies Due

File Number	Claimant	Event_Description	Date of Injury	Amount Paid to Date	Amount Recov to Date	Amount Refund to Date	Amount Due
GC2018001653-F	CHRISTOPHER REAVES	Discrimination.	3/28/2017	\$20,000.00	\$0.00	\$0.00	\$5,000.00

Totals				\$20,000.00	\$0.00	\$0.00	\$5,000.00
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TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:****The Board to consider approval of previously approved Road Paving Policy****MEETING DATE REQUESTED:****FEBRUARY 3, 2020****Statement of Issue:****Recommended Action: Consider approval of Road Paving Policy****Fiscal Impact: N/A****Budgeted Expense: N/A****Submitted By: LaWanda Pemberton, County Administrator****Contact: 850-838-3500****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

History, Facts & Issues: The Board discussed previously approved Road Paving Policy at the Board Workshop on Tuesday, January 28, 2020 and the recommended action was to add to the Board Meeting agenda for February 3, 2020 for consideration of approval.

Options: Approved, Amend, Dendy**Attachments: Road Paving Policy**



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:	Title:	Effective Date:
12.01	TAYLOR COUNTY ROAD PAVING POLICY	06/05/2006

PURPOSE

GOAL

To establish the criteria for selecting unpaved roads in the County road system for paving and to establish a fair and equitable methodology for the division of road paving funds between the five County Commission districts in order to be responsive to the paving needs of the taxpayers of all sections of Taylor County.

PURPOSE

The purpose of this road paving policy is to provide citizens, elected officials, planners, the Taylor County Engineering Department and the Taylor County Road Department with a clear direction for the selection of roads to be paved in Taylor County.

POLICY

BACKGROUND AND GENERAL INFORMATION

The County owns and maintains county roads. Because roads are a critical factor in being able to provide emergency services such as law enforcement and fire/rescue to county residents, the Board desires to provide a high quality well-maintained system of county roads.

In a perfect world, all or most roads and streets would be paved. Needless to say, limited funds available for new paving should be carefully spent to maximize the use of the available paving dollars. In addition to the initial cost of new paving, maintenance costs to the County must be considered, such as frequency of maintenance, cost of materials, and efficiency of equipment use. Maintenance costs occur whether the road is dirt, lime rock, milled, or paved. Some consideration should be given to selection of roads for paving which will result in a saving to the County in maintenance costs of the existing road. Some consideration should also be given to the concept of clustering paved roads to the greatest possible extent for the most efficient use of road maintenance equipment, i.e. motor graders.

Of paramount importance in selecting a particular road for paving are the desires of the adjacent property owners and the availability of adequate right-of-way for paving. If adjacent landowners are opposed to paving or if right-of-way issues cannot be resolved, then the Board will seriously consider removing the road from the current paving list. If conditions change over time, the "rejected" road may be added to the paving list for consideration in subsequent paving cycles. Other factors to consider in road paving discussions are applicable Statutes, County Ordinances, and Land Development Regulations.

ELEMENTS OF THE POLICY

The elements of this road paving policy are as follows:

1. Clear and easily understandable criteria for the selection of unpaved roads to be considered for paving or resurfacing existing roads.
2. Provision for public notice of roads being considered each year for paving
3. Provision for a process for public input and comment, and
4. A fair and equitable formula for the allocation of future paving funds.

1. CRITERIA

Definitions:

Density – Road density is defined as the number of residences, businesses, and churches served by a road divided by the length of the road in miles, e.g. 10 houses on a 2 mile road equals a density of 5 units/mile.

Traffic Count – the average number of trips per day on a given road determined by samplings taken within 6 months of consideration for paving.

The two main criteria to be considered in ranking roads to be considered for paving are Density and Traffic Count as defined above. If two or more roads have the same or nearly the same ranking then other criteria to be considered are clustering and avoidance of maintenance costs on the existing road.

2. PUBLIC NOTICE

The list and rankings of proposed roads to be considered for paving shall be publicized on the Taylor County web site and by press releases.

3. PROCESS FOR PUBLIC INPUT

At a regularly scheduled County Commission meeting, the County Administrator will present to the Board the prioritized list of roads to be considered for paving. Any citizen will be given the opportunity to speak for or against paving of any road on the list. The Commission will give more weighted consideration to comments by residents who live on the road proposed for paving or own property adjacent to the road and less weight to comments from those who use the road but do not live on it.

4. FORMULA TO USE FOR ALLOCATION OF ROAD PAVING MONIES

Beginning with the 2007 budget year, new road paving funds will be allocated as follows: Fifty percent (50%) of the road paving dollars will be divided equally among the five (5) County Commission Districts and the remaining 50% of the funds will be put in the Countywide Road Paving Pool (hereinafter referred to as the Pool).

The road paving funds will be used as follows: the road ranked as #1 on the list of roads to be paved (according to criteria above) shall be funded first using monies available in the District fund. If such fund is insufficient, the difference in road paving cost shall be taken from the Pool. This process will then be repeated for the next highest ranking roads on the list in the order of their rankings until all insufficient funds are available for paving additional roads on the paving list.

UNFUNDED ROADS

Finally, for roads on the paving list that are not funded in a given year, residents and adjacent property owners may voluntarily request paving and pay all costs by setting up a MSBU provided the MSBU has 100% support from the adjoining property owners. All rights of way shall be provided by the land owners at no expense to the county.

RESPONSIBLE DEPARTMENT

ENGINEERING

Sunset Date: none

ADDITIONS TO THE AGENDA

February 3, 2020

ADD

10A- Pam Feagle to discuss Toll Road, as agendaed by Commissioner Pam Feagle.