

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, NOVEMBER 28, 2022
6:00 P.M.

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

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

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

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

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

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES
286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER
CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE
MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF
THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE
TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE
BASED.

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

RE-ORGANIZATION OF THE BOARD F.Y. 22.23

1. Prayer
2. Pledge of Allegiance
3. RE-ORGANIZATION OF THE BOARD FOR FY 2022.2023:
 - A. ELECTION OF A CHAIR
 - B. ELECTION OF A VICE-CHAIR
 - C. DISCUSSION OF BOARD PERSONNEL
 - D. DISCUSSION REGARDING BOARD MEETING DATES AND TIMES AND APPROVE BOARD CALENDAR
 - E. MISCELLANEOUS DISCUSSION (COMMITTEE APPOINTMENTS, ETC.)
 - F. THE BOARD TO APPROVE ITS' RULES OF PROCEDURE
4. APPROVAL OF AGENDA
5. THE BOARD TO RECEIVE AND ORDER FILED, THE REPORTS OF RECEIPTS, EXPENSES AND NET INCOME FOR SEPTEMBER 30, 2022, ON ALL CONSTITUTIONAL OFFICERS.

CONSENT ITEMS:

6. APPROVAL OF MINUTES OF OCTOBER 25 (2), NOVEMBER 1 AND 9, 2022.
7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER APPROVAL OF REQUEST BY THE TAYLOR COUNTY HISTORICAL SOCIETY, FOR THE USE OF THE COURTHOUSE PARKING LOT FOR THE ANNUAL DOWNTOWN CHRISTMAS OPEN HOUSE AND PARADE ON FRIDAY, DECEMBER 2, 2022, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER REQUEST TO RATIFY THE SIGNATURE OF THE CHAIRPERSON ON THE WALMART OPIOD SETTLEMENT AND PARTICIPATION FORM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM GENERAL FUND RESERVES TO PURCHASE REPLACEMENT SLIDE FOR SOUTHSIDE PARK, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

11. THE BOARD TO CONSIDER APPROVAL OF DRAFT WORK SURVEILLANCE AND MONITORING POLICY, AS AGENDAED BY TRACI ROWELL, PERSONNEL MANAGER.
12. THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL CONTRACT AGREEMENT WITH THE FLORIDA STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BUREAU OF ENTOMOLOGY, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
13. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY OUTREACH AND SMALL COUNTY ROAD ASSISTANCE PROGRAMS, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

BIDS/PUBLIC HEARINGS:

14. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING A PROPOSED ORDINANCE TO REDUCE THE NUMBER OF MEMBERS OF THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB) FROM SEVEN (7) TO FIVE (5) MEMBERS.

COUNTY STAFF ITEMS:

15. THE BOARD TO CONSIDER RECEIPT OF THE "STATE OF THE COUNTY" PRESENTATION.
16. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO SUBMIT A PROJECT FOR FISCAL YEAR 2029 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SHARED-USE NON-MOTORIZED TRAIL PROGRAM, AS AGENDAED BY THE COUNTY ENGINEER.
17. THE BOARD TO CONSIDER APPROVAL OF PROPOSED SUBMISSION FOR THE FISCAL YEAR 2027 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FIVE-YEAR SCRAP, SCOP, CIGP AND TRIP WORK PROGRAM, AS AGENDAED BY THE COUNTY ENGINEER.
18. THE BOARD TO DISCUSS POSSIBLE GRANT SUBMISSION FOR THE FISCAL YEAR 2029 FUNDING CYCLE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP), AS AGENDAED BY MELODY COX, GRANTS WRITER.

19. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION TO AWARD THE CONTRACT OF AIRPORT CONTINUING PROFESSIONAL ENGINEERING AND CONSULTANT SERVICES AT THE PERRY-FOLEY AIRPORT TO AVCON, INC., AS AGENDAED BY THE GRANTS WRITER.

COUNTY ADMINISTRATOR ITEMS:

20. THE BOARD TO CONSIDER APPROVAL OF LETTER OF SUPPORT FOR THE TRI-COUNTY ELECTRICAL CO-OPERATIVE'S FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY BROADBAND OPPORTUNITY GRANT APPLICATION, FOR ITS' FIBER TO THE HOME PROJECT IN TAYLOR COUNTY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
21. THE BOARD TO CONSIDER APPROVAL OF CONDITIONS TO RECEIVE PAYMENT FROM THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
22. THE BOARD TO DISCUSS EMPLOYEE INCENTIVE PAYMENTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
25. 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.
- 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 COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
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(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
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(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

Board Calendar for FY 2023

PROPOSED BOARD MEETING DATES

1st meeting of the month - 6:00 P.M.
2nd meeting of the month - 9:00 A.M.

PROPOSED BOARD WORKSHOP DATES

All workshops - 6:00 P.M.

December 5, 2022 and December 19, 2022
January 3, 2023* and January 17, 2023
February 6, 2023 and February 14, 2023
March 6, 2023 and March 21, 2023
April 3, 2023 and April 18, 2023
May 1, 2023 and May 16, 2023
June 5, 2023 and June 20, 2023
July 10, 2023* and July 18, 2023
August 7, 2023 and August 22, 2023
September 5, 2023* and September 19, 2023
October 2, 2023 and October 17, 2023
November 6, 2023 and November 21, 2023
December 4, 2023 and December 19, 2023

December - No workshop scheduled
January 24, 2023
February 28, 2023
March 28, 2023
April 25, 2023
May 23, 2023
June 27, 2023
July 25, 2023
August 29, 2023
September 26, 2023
October 24, 2023
November 28, 2023
December-No workshop scheduled

*Meeting date scheduled on alternative day due to holiday or other scheduling conflict

HOLIDAYS

Christmas Eve and Day 2022
New Year's Day 2023
Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays
Christmas Eve and Day

DATE OBSERVED

December 23 (Fri) and December 26 (Mon)
January 2 (Mon)
January 16 (Mon)
April 7 (Fri)
May 29 (Mon)
July 4 (Tue)
September 4 (Mon)
November 10 (Fri)
November 23 (Thurs) November 24 (Fri)
December 25 (Mon) and December 26 (Tue)

2022-2023 COMMITTEE ASSIGNMENTS

3-E.

COM FEAGLE	COM ENGLISH	COM MOODY	COM NEWMAN	COM DEMPS
TCDA (MO)	AUCILLA LANDFILL (MO)	DMH (MO)	BIG BEND H2O/SEWER (MO)	N CTAL FL REG PLAN (MO)
TRANS DISADVANTAGE (1/4)	TCRAB (MO)	3 RIVERS LIBRARY (1/4)	TDC (MO)	N FI ECON DEV PART (1/4)
BUDGET/FINANCE (AS NEEDED)	SMALL CO COALITION (VARIED)	N FL WORKFORCE CONSOR	SMALL CO COALIT (VAR)	SUW RIVER ECON CO (1/4)

NOTE: BOCC COMMITTEE MEMBERS DO NOT VOTE DUE TO CONFLICTS OF INTEREST ON COMMITTEE ISSUES THAT HAVE THE POTENTIAL TO COME BACK FOR A BOARD VOTE

ORGANIZATION	FREQUENCY	TIME	LOCATION	CONTACT
AUCILLA LANDFILL	MONTHLY, 3 RD MON	VARIES	LANDFILL, GREENVILLE	FRANK DARABI 850-948-4875
BIG BEND H2O/SEWER MGMT	MONTHLY, 4 TH THURS	6 PM	BBWA BLDG, STEINHATCHEE	MARK REBLIN 352-498-3576
BUDGET/FINANCE	AS NEEDED	VARIES	BOCC BOARD ROOM	CO ADMIN 850-838-3500
DMH BOARD	MONTHLY, LAST TUES	6 PM	DMH	DMH ADMIN 850-584-0885
N FL WORKFORCE CONSORTIUM	QUARTERLY	VARIES	MADISON	DIANE HEAD 850-973-2672
N CENT FL REGIONAL PLANING COUNCIL	MONTHLY, LAST THURS	7:30 PM	HOLIDAY INN, LAKE CITY	SCOTT KOONS 352-955-2200
N FL ECON DEVELOPMENT PARTNER *NEEDS 2 MEMBERS	QUARTERLY	VARIES	VARIES	JEFF HENDRY 850-443-7103
SM COUNTY COALITION	W/FAC MEETINGS	VARIES	VARIES, CO-LOCATED W/FAC	CHRIS DOOLIN 850-224-3180
SUW RIVER ECONOMIC COUNCIL	QUARTERLY	6 PM	LIVE OAK SR CENTER	FRANCIS TERRY 386-362-4078
TDC	MONTHLY, 2 ND THURS	12 NOON	CHAMBER BOARD ROOM	DAWN TAYLOR 850-584-5366
TCRAB	MONTHLY, 2 ND TUES	12 NOON	BOCC BOARD ROOM	CO ADMIN 850-838-3500

TCDA	MONTHLY, 3rd THURS	12 NOON	HISTORIC PERRY STATION	TISHA PENNY 850-584-5627
THREE RIVERS REGIONAL LIBRARY	QUARTERLY	7:30 PM	ROTATES BETWEEN TAYLOR, DIXIE, LAFAYETTE & GILCHRIST COUNTIES	CHERYL PULLIAM 386-294-3858
TRANS DISADVANTAGED	QUARTERLY	1 PM	BOCC BOARD ROOM	JAMI BOOTHBY 850-838-3553

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS



FY 2023

RULES OF PROCEDURE

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



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GARY KNOWLES, Clerk
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November 28, 2022

The Taylor County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which, in effect, specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation. Florida Statute Chapter 125.01(1)(a) specifies that the Board has the power to adopt its own rules of procedures.

In compiling our board rules we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Taylor County Board of County Commissioners' Rules as herein adopted are intended to include most of the relevant procedural topics that the Commission faces; topics which, for the most part, have been gleaned from a number of counties. It is important to note that while the Commissions' Rules of Procedures should be readopted annually at the reorganization meeting held each third Tuesday, in November or as soon as practical thereafter, the Board can change or amend its rules not governed by statute by a simple majority vote during any meeting as detailed below.

Adopted in regular session _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk

_____, Chairperson

Revised November 28, 2022

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SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Board Meetings -Open to the Public. All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) *The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions - Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.*

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility. Limited seating may also be imposed due to public health concerns, such as a pandemic, and meetings may be made available to the public through virtual media platforms.

(c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.

(d) For public-safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

- (a) After being recognized, the person shall:
- step up to the speaker's rostrum and give her/his name and home address;
 - unless further time is granted by the Chair, limit the comments to three minutes;
 - address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
 - Speakers shall make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.

- NOTE: If there are a large number of people wishing to speak on a particular issue, the Chair or the Board may require those wishing to speak to fill out a "Request to Speak on Agendaed Items form," see attachment 2, page 20.

(b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.

(c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

(d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking that has been properly recognized by the Chair.

(e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.

(f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.

(g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

(h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: Public Comments and Inquiries for Non Agendaed Items. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other actions it deems appropriate.

(b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator; the Chair shall then refer the complaint directly to the

County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his review is completed.

(c) The Chair may also assign to a Commissioner, issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: Commission Meetings -Regular. Unless otherwise advertised, all regular meetings of the Taylor County Board of County Commission are conducted at 6:00 p.m. on the 1st Monday and 3rd Tuesday of the month at 9:00 a.m. in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

(b) On election years, organizational meetings will be held on the 2nd Tuesday following the election.

5: Commission Meetings – Special (Requires a Minimum of 24 hrs Notice). The Chair, any two Commissioners, or the County Administrator may call a special meeting.

(a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: Commission Meetings -Emergency. Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time-sensitive meeting of such a nature that a 24-hour notice would be detrimental to the action to be addressed at the meeting.

(a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: Informal Commission Meetings - Inspection Trips, Retreats and Workshops.

(a) The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials, and the general public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.

(b) Regularly Scheduled Board Workshop. The Board usually conducts a workshop once a month normally scheduled to start at 6:00 p.m. on the 4th Tuesday of the month (following the 1st Board meeting of the month) in the Commission Chambers at the County Commissioners' Administrative Complex, 201 East Green Street, Perry, Florida. From time-to-time, regular workshop meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is

feasible. No motions are made or passed at a workshop unless an unforeseen emergency arises and then the Commission would have to declare an emergency and enter into an emergency meeting as detailed above.

8: Public Hearings; Time; Location.

(a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:00 p.m.

(b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4) (b) (1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 6:00 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.

(c) Prior to the beginning of any meeting or public hearing, the Chair may require that all persons that wish to be heard sign in with the Clerk, give their name and home address, the agenda item, and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

9: Public Hearing; Procedures.

(a) General Public Hearings - The procedures to be followed for public hearings are, generally, as follows:

(1) The County Administrator or his/her designee shall describe the agenda item to be considered, and provide the staff recommendation. The Chair shall then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.

(2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.

(3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.

(4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.

(b) Quasi-Judicial Hearings - The procedures to be followed for quasi-judicial hearings are generally as follows:

- (1) Prior to the commencement of quasi-judicial hearings, the County Attorney will provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Commission's record of proceedings and official minutes.

While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

- (2) After reading the statement, the Clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

- (4) The County Administrator or his/her designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

- (5) The applicant for a land use change or his/her representative will make a

presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

(6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

(7) There will be an opportunity for applicant rebuttal and staff closing comments.

(8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-Parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

10: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) shall be fulfilled pursuant to the Board's policy specifically addressing the handling of public records requests.

(c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

11: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records as allowed by law.

(a) Each Commissioner may be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agendaed for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS

12: Preparation of Agenda. The Clerk is responsible for the final preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall assist in preparing the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator may meet to discuss each agenda.

(a) As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., by the week prior to the scheduled Commission meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.

(b) Presentations will normally not exceed fifteen (15) minutes in length.

(c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.

13: Agenda Material. The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be distributed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. on the Thursday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1st floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347 and made available on the Commission's website.

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator or request that such be done prior to the approval of the agenda by the full Board at the meeting.

14: Meeting; Order of Business.

(a) The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.

(1) Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be

designated to present the invocation. The Chair shall lead the pledge.

- (2) Adjustments and Approval of the Regular and Public Hearing Agenda. Except for items advertised for public hearings, items may be added to, or removed from, the agenda. Adjustments are made to the suggested agenda based upon the review of the suggested agenda, or recommended additions or deletions to the general business agenda by Board members or staff. Examples of items to be added include grant applications or items received after the established deadline that are time-sensitive. A motion to approve the agenda adopts the agenda and any amendments and approves all items on the Consent agenda to stay on the Consent agenda.
- (3) Awards/Recognitions
- (4) Approval of the Consent Agenda - The County Administrator may place items on the Consent Agenda which are routine or technical in nature; have been previously discussed by the Board; are resolutions of a routine nature; are authorizations to advertise ordinances, public hearings, and bid specifications; are items that have a unanimous recommendation of the Planning Board and staff for approval and no opposition on the agenda; or are other items as authorized by the board. Approval of minutes from previous meetings and examination and approval of invoices will be placed on the Consent Agenda.
- (5) Bids/Public Hearings
- (6) Hospital Items
- (7) Public Requests
- (8) Advisory Committee Reports
- (9) Constitutional Officers/Other Governmental Units
- (10) General Business
- (11) County Staff Items
- (12) County Attorney Items
- (13) County Administrator Items
- (14) Comments and Concerns from the Public – Public comment is encouraged and received for every item agendaed for discussion before the Board. This is a standing item for the Board to receive additional input from the public regarding comments and concerns not discussed by the Board.
- (16) Commissioner Comments – Board Informational Items

(17) Motion to Adjourn

(b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.

(c) No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires a hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

15: Quorum. A quorum for the transaction of business by the Commission consists of (3) three Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).

16: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sheriff's Office shall be present to provide security and assistance in maintaining order.

17: County Attorney - Parliamentarian. The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.

18: Clerk of the Court - Minutes. The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(a) The Clerk's office places the minutes on the Consent agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

19: Sergeant at Arms. The Sheriff's designee shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board in performing

this duty. The Sheriff's designee shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms to remove from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

20: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, the speaker shall confine their comments to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized shall not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

21: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call a simple vote (all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

(b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

23: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) **Emergency Ordinances.** By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

24: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

25: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not

required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

Examples of properly made motions are found in Attachment 5, page 23 of this document and may be used as appropriate in Board proceedings.

26: Reconsideration of Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

27: Rescinding Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

SECTION III -GENERAL PROVISIONS

28: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.41.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Administrator. The County Administrator shall provide an orientation program for new Commissioners and the Chair.

29: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

(a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.

(c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

30: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order, having ascertained that a quorum is present;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while

presiding. The Chair shall have nothing to say on the merits of pending questions until the Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

- (1) Vice Chair;
- (2) Other Commissioners based upon seniority;
- (3) Another Commission member who has remained impartial;
- (4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

- (f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;
- (g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.
- (h) Assign Commissioner's seats in the commission chambers.
- (i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegations and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.
- (j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.

31: Legislative Program and Communication with Lobbyists. Each year, prior to the Legislative Session, the County Administrator shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts shall be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

32: Commissioners Appointment to Boards and Committees. Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned the second meeting in November each year or as soon thereafter as practicable by the new Chair.

(a) A listing of previous-year appointments will be disseminated by the County Administrator to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

(d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.

33: Appointment by the Board of County Commissioners of Citizens to serve on Boards and Committees.

The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned into the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled." The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).

(a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.

(b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled... These rules may be modified to fit the specific situation.

(b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.

34: Suspension and Construction of Rules. Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Note: This set of Rules of Procedure shall be reviewed and if applicable, adopted no later than the second meeting of each November or as soon thereafter as practicable.

Attachment 1: Request to Speak for Non-Agendaed Items.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Request to Speak on Non-Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow a period for the public to ask questions, requests for information and requests for action on items not on the agenda.

To speak on an issue not on the agenda you need to complete a "Request to Speak for Non-Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking.

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for three (3) minutes. In most cases you will not receive an immediate response. The Board may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 6. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Non-Agendaed Items

Name

Date

Group/Organization you represent, if any:

Phone:

Email:

Topic:

Attachment 2: Request to Speak for Agendaed Items.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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CONRAD C. BISHOP, JR., County Attorney
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Request to Speak on Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow the public to comment on and ask questions regarding items on the agenda.

To speak on an issue on the agenda you need to complete a "Request to Speak for Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking. Please insure that you identify the agenda item number and topic you wish to speak on. You must fill out a separate request for each item you wish to speak on.

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed items. Each individual is allowed to speak for two minutes per item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 6. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Agendaed Items

Name _____

Date _____

Group/Organization you represent, if any: _____

Phone: _____

Email: _____

Agenda item Number: _____

Topic: _____

Attachment 3: Request to Amend Suggested Agenda.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Request to Amend Suggested Agenda

1: **Date of Meeting Agenda to be amended.** _____

2: **Position of Person Making the request.** (Circle one)

County Commissioner, Clerk, County Administrator, County Attorney

3: **Name of Person Making the request.** _____

Please move the following items from the consent to the regular agenda (may refer by number):

Please place the following topics on the regular or consent agenda (use additional pages for backup or explanation).

Please sign _____ date _____

Attachment 4: Board and Committee Applicants' Ranking Form

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
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(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
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Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Board and Committee Applicants Ranking Form

Date: _____

Commissioner: _____

Commissioner Signature _____

Note: Rank applicants as follows the best applicant is #1; the second best is number two, etc.

Applicant Name:	Rank Applicants 1-10

Attachment 5: Examples of Motions.

1: Main Motion. “Mr. Chair/Madam Chair, I move....” Requires a second – is debatable.

2: Subsidiary Motions:

a. **Amend:** “Mr. Chair/Madam Chair, I move to amend the motion.”, “Mr. Chair/Madam Chair, I move to strike the word(s) _____.”, “Mr. Chair/Madam Chair, I move to insert the word(s) _____ and strike the word(s) _____.” Requires a second – majority vote necessary for approval.

b. **Refer:** “Mr. Chair/Madam Chair, I move we refer the question to....” Requires a second – majority vote necessary for passage – limited debate.

c. **Defer to a time certain (postpone):** “Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time).” Requires a second – majority vote necessary for passage – not debatable.

d. **Limit Discussion or Debate:** “Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time). Requires a second – a vote of a majority of the members present shall be required to pass. The motion is not debatable.

e. **Call the Question:** “Mr. Chair/Madam Chair, I call the question.” OR “I move to close discussion.” A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.

f. **Amend Something Previously Adopted:** “Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by...” Second is required – is debatable – a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.

g. **Reconsider:** “Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion).” Second is required – majority vote necessary for passage – is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.

h. **Rescind:** “Mr. Chair/Madam Chair, I move to rescind the” Second is required – majority vote with previous notice – discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

3: Incidental Motions.

a. **Point of Order:** “Mr. Chair/Madam Chair, Point of Order” After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.

b. **Divide a Motion:** “Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered).”

Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided.

c. **Consider by paragraph or seriatim:** “Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim).” Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action.

d. **Withdrawing a Motion:** “Mr. Chair/Madam Chair, I withdraw the motion.” The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.

e. **Appeal the decision (of the Chair):** “I appeal the decision of the Chair.” Second is required – a majority or tie vote upholds the Chair’s decision – debate on motion to appeal is allowed with the Chair speaking first and last.

4: Privileged Motions.

a. **Adjourn:** “Mr. Chair/Madam Chair, I move to adjourn.” Requires a second – majority vote necessary for passage – there can be no discussion.

b. **Motions of Privilege:** “I rise to a question of privilege affecting the meeting.” OR “I rise to a question of personal privilege.” The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.

c. **Recess:** “Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess).” Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary.

Attachment 6: Definition of Parliamentary Terms.

Adhere: to be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

Ad-hoc Committee: a special committee chosen to do a particular task of work only.

Adjourn: to officially terminate a meeting.

Adjourned Meeting: a meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

Adopt: to approve by vote; to pass by whatever vote required for the motion.

Affirmative Vote: the "aye" or "yes" vote supporting a motion as stated.

Agenda: the official list of items of business planned for consideration during a meeting.

Approval of Minutes: Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. **Chair:** the Taylor County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

Board (The Board of County Commissioners): The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

Common Parliamentary Law: The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

Convene: to open a meeting.

Debate: formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

Defer: to not take action by either referring it to a committee; County Administrator or

County Attorney for further action.

Delegation of Authority: authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

Demand: an assertion of a parliamentary right by a member of the Commission.

Dilatory Motions or Tactics: misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

Discretionary Duty: a duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

Executive Session: statutorily exempt meeting or session, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

Ex-officio: a person who is assigned to a board or committee by virtue of the office they hold.

Floor (as in "you have the floor"): when a member receives formal recognition from the Chair, s/he "has the floor" and is the only member entitled to make a motion or to speak.

General Consent: an informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

Germane Amendment: an amendment relating directly to the motion to which it is applied.

Hearing: a meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

Hostile Amendment: an amendment that is opposed to the spirit or purpose of the motion to which it is applied.

In Order: permissible and right from a parliamentary standpoint, at the particular time.

Invariable in Wording: when a motion can be worded only one way and therefore is not subject to amendment, it is said to be invariable in wording.

Majority Vote: more than half of the number of legal votes cast for a motion.

Minutes: the legal record of the action of the Board (or any body) that has been approved by vote of the body.

Motion: a proposal submitted to the Board for its consideration and decision; it is introduced by the words, "I move...."

Objection: the formal expression of opposition to a proposed action.

Order of Business: the adopted order in which the business is presented to the meeting of the Board.

Out of Order: not correct, from a parliamentary standpoint, at the particular time.

Parliamentary Authority: the code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board's rules or Florida Statutes.

Pending Motion: sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board's consideration and is awaiting decision by vote.

Precedence: the rank or priority governing the motion.

Precedent: a course of action that may serve as a guide or rule for future similar situations.

Proposal or Proposition: a statement of a motion of any kind for consideration and action.

Quorum: the number of persons that must be present at a meeting of the Board to enable it to act legally on business.

Recognition: acknowledgement by the Chair, giving a member sole right to speak.

Reconsider: to review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

Request: a statement to the Chair asking a question or some "right."

Rescind: to nullify or cancel a previous action.

Resolution: a formal motion, usually in writing, and introduced by the word "resolved," that is

presented to the Board for a decision.

Resolution of Thanks: a formal resolution given to a person(s) for a special service(s) from the Board.

Restricted Discussion: discussion on certain motions in which discussion is restricted to a few specified points.

Roll Call Vote: a recorded vote taken by calling the roll of the Commission.

Ruling: a pronouncement of the Chair that relates to the procedure of the Board.

Second: after a motion has been proposed, the statement "I second the motion" by another member who thus indicates his/her willingness to have the motion considered.

Seriatim: consideration by sections or paragraphs.

Standing Committees or Boards: committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.

Statute: a law passed by the Legislature.

Tie Vote: a vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

Unanimous Consent: deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

Unfinished Business: any business that is postponed definitely to a time certain.

Voice Vote: a vote taken by asking for the "ayes" and "nays". A person voting "aye" shall be in favor and a person voting "nay" shall be opposed. "Aye" may never be used to vote in opposition.

COMMISSIONERS CODE OF CONDUCT

Commissioners shall be held to the same standard of conduct that is expected of the public and the staff during board meetings, workshops or any special meetings. The following Commissioner Code of Conduct shall be followed:

- a. Commissioners shall be recognized by the Chair before speaking, commenting or asking a question.
- b. Commissioners shall not interrupt or interfere with any person who has the floor.
- c. Commissioners shall at all times be respectful of other Commissioners, staff and members of the public. This shall include the tone, volume and context of what is being stated.
- d. Commissioners shall not engage in unprofessional debate with another Commissioners, staff or member of the public.
- e. Commissioners shall not display negative facial expressions or any other unprofessional behavior such as negative sounds.
- f. Commissioners shall not threaten another Commissioner, staff member or member of the public.
- g. A Commissioner that is called out-of-order shall refrain from debate or continuing to speak until recognized by the Chair to speak.
- h. A Commissioner that is declared out-of-order and does not comply with the Commissioner Code of Conduct is subject to a verbal warning from the Chair and if the behavior continues, is subject to removal from the meeting by the attending officer.
- i. Commissioners shall not interfere with day-to-day operations.
- j. Commissioners shall not directly make requests from Department Heads.

Clerk of Circuit Court

VENDOR NO. C1006

CHECK NO.

1015450

Account	Purchase Order	Invoice Number	Amount	Description
0179 59102		EXCESS @9/30/22	17,244.79	EXCESS @ 9/30/2022

RECEIVED
NOV - 1 2022
GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

C1006 BOARD OF COUNTY COMMISSIONERS

Clerk of Circuit Court

Gary Knowles
Taylor County, FL
P.O. Box 620
Perry, FL 32348
Operating Account

Capital City Bank
Perry, FL 32347

1015450

63-68/631

Date

10/31/22

Amount

\$ ****17,244.79*

PAY THE SUM OF *****17244* DOLLARS AND 79* CENTS

To the
Order of C1006
BOARD OF COUNTY COMMISSIONERS
P.O. BOX 620
PERRY FL 32348



⑈01015450⑈

⑈063100688⑈ ⑈000057071⑈

Gary Knowles, Clerk of Circuit Court

Taylor County, FL
P.O. Box 620
Perry, FL 32348

BOARD OF COUNTY COMMISSIONERS
P.O. BOX 620
PERRY FL 32348

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS
FINANCIAL REPORT FOR FY 21/22

NAME AND ADDRESS OF OF GOVERNMENTAL UNIT:

TAYLOR COUNTY CLERK OF COURT
108 N. JEFFERSON STREET
P.O. BOX 620
PERRY, FL. 32348

NAME OF CHIEF FINANCIAL OFFICER:

GARY KNOWLES

TITLE OF CHIEF FINANCIAL OFFICER:

CLERK OF COURT

TELEPHONE NUMBER:

(850) 838-3506 x113

**PERSON WHO MAY BE CONTACTED
REGARDING THIS REPORT:**

GARY KNOWLES, Clerk

(850) 838-3506 x113

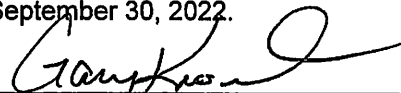
RECEIVED

NOV - 1 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

CERTIFICATION:


I do solemnly swear that the
information reported herein is a
true, correct and complete report
of all revenues and expenditures
of my office for the year ending
September 30, 2022.


Gary Knowles, Clerk

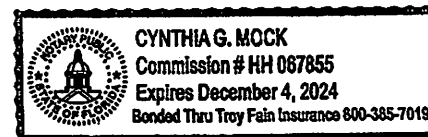
Office of Clerk of Court
Taylor County, Florida

STATE OF FLORIDA
COUNTY OF TAYLOR

SWORN TO AND SUBSCRIBED BEFORE ME, this 31st day of OCTOBER, 2022
By GARY KNOWLES, who is Personally Known X or Produced Identification _____
Type of Identification Produced _____


NOTARY PUBLIC
STATE OF FLORIDA

CYNTHIA G. MOCK
(Printed Name of Notary Public)



COVER SHEET

REVENUE & EXPENDITURES/EXPENSES

REPORTING ENTITY: CLERK OF COURT

REPORTING FUND GROUP: COUNTY/BCC FUND 054 FY 21/22

TOTAL EXPENDITURES AND REVENUE

[illegible]

REVENUE & EXPENDITURES/EXPENSES

REPORTING ENTITY: CLERK OF COURT

REPORTING FUND GROUP: COUNTY/BCC FUND 054 FY 21/22

REVENUES/OTHER CREDITS

[illegible]

REVENUE & EXPENDITURES/EXPENSES

REPORTING ENTITY: CLERK OF COURT

REPORTING FUND GROUP: COUNTY/BCC FUND 054 FY 21/22

EXPENDITURES/DEBITS

[illegible]

30275

CAPITAL CITY BANK

63-68631

Supervisor of Elections

TAYLOR COUNTY

PERRY, FLORIDA 32347

BOARD OF COUNTY COMMISSIONERS

P O Box 620

Perry, FL 32348

RETURN OF EXCESS FEES 21-22

Twenty-Five Thousand Five Hundred Eleven and 00/100 Dollars

Oct 31, 2022

DATE

*****\$25,511.00

AMOUNT

DANA SOUTHERLAND

SUPERVISOR OF ELECTIONS

1 VALID

1 VALID

2 VALID

1 VALID

1103027511

10631006881

STATE OF FLORIDA

OPTIONAL OFFICERS FINANCIAL REPORT FOR 2020-22

CERTIFICATION

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2022.

Dana Southerland
(Signature)

Office of Supervisor of Elections
Taylor County

STATE OF FLORIDA
COUNTY OF Taylor
Sworn to and subscribed before me this 31st day
of October, 20 22, by Dana Southerland

Janet G. Thomas
Signature of Notary Public - State of Florida
Janet G. Thomas

(Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known ☒ or Produced Identification ☐
Type of Identification Produced _____

RECEIVED

OCT 31 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

JANET G. THOMAS

Commission # HH 064399

Expires January 12, 2025

Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR 2020-22

CERTIFICATION

Name of governmental unit

Taylor County Supervisor of Elections

Address

PO Box 1060

City and zip code

Perry, Florida 32348

Name of chief financial officer

Dana Southerland

Title of chief financial officer

Supervisor of Elections

Telephone number (850) 838-3515

Person who may be contacted regarding this report.

Name: **Trina F. Bean, E.A.**

Telephone number (850) 838-3517

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2022.

Dana Southerland

(Signature)

Office of Supervisor of Elections

Taylor County

STATE OF FLORIDA

COUNTY OF Taylor

Sworn to and subscribed before me this 31st day

of October, 20 22, by Dana Southerland

Janet G. Thomas

Signature of Notary Public - State of Florida

Janet G. Thomas

RECEIVED

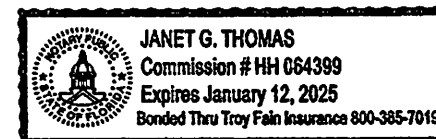
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ or Produced Identification ☐

Type of Identification Produced _____

OCT 31 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA



REPORTING ENTITY Taylor County Supervisor of Elections

ID NUMBER 0902

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts Payable	2XX			0	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X			14,390	XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES				14,390			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

REPORTING ENTITY Taylor County Supervisor of Elections **ID NUMBER** 0902

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

EQUITY AND OTHER CREDITS Code		Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved	24X		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Fund balance - unreserved	271		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Contributed capital	250	XXXXXXXX			XXXXXXXX	XXXXXXXX	
Retained earnings - reserved	248	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Retained earnings - unreserved	272	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Investment in general fixed assets	280	XXXXXXXX	XXXXXXXX	XXXXXXXX		XXXXXXXX	
TOTAL EQUITY						XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS				14,390			

REPORTING ENTITY Taylor County Supervisor of Elections **ID NUMBER** 0902

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			39,901	XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115				XXXXXXXX	XXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXX	XXXXXXXX	
Receivables from other governments	133				XXXXXXXX	XXXXXXXX	
Other receivables (net)	12X				XXXXXXXX	XXXXXXXX	
Inventories	14X				XXXXXXXX	XXXXXXXX	
Investments (net)	151				XXXXXXXX	XXXXXXXX	
Prepaid items	155				XXXXXXXX	XXXXXXXX	
Other assets	156				XXXXXXXX	XXXXXXXX	
Fixed assets	16X	XXXXXXXXXX				XXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				39,901			

(CONTINUED)

REPORTING ENTITY: Taylor County Supervisor of Elections ID Number: 0902

REPORTING FUND GROUP: General - Operating Account

Whole Dollars Only

Duplicate this page if additional lines are needed.

Duplicate this page if additional lines are needed.

SHAWNA BEACH, PROPERTY APPRAISER

TAYLOR COUNTY, FLORIDA
108 NORTH JEFFERSON STREET, SUITE 201
PERRY, FL 32347

CAPITAL CITY BANK
TALLAHASSEE, FL 32302
63-68/631

Check Number 20994

20994

FRALDARMOR

DATE
Sep 30, 2022

Memo:

AMOUNT

\$ 24,100.68

Twenty-Four Thousand One Hundred and 68/100 Dollars

PAY
TO THE
ORDER
OF
TAYLOR COUNTY BCC
PERRY, FL 32348

NOT VALID AFTER 90 DAYS
SHAWNA BEACH, PROPERTY APPRAISER


AUTHORIZED SIGNATURE



⑈020994⑈ ⑈063100688⑈

BRUCE A. RATLIFF, PROPERTY APPRAISER TAYLOR COUNTY, PERRY, FLORIDA

20994

TAYLOR COUNTY BCC

Check Number 20994
Check Date Sep 30, 2022

Check Amount \$24,100.68

Item to be Paid - Description

Discount Take Amount Paid

RECEIVED

OCT 28 2022

GARY KNOWLES
CLERK CIRCUIT CO.
TAYLOR COUNTY, FLORIDA

LMP98 M/P CHECK

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR

Name of governmental unit
Taylor County Property Appraiser

Address
P.O. Box 936

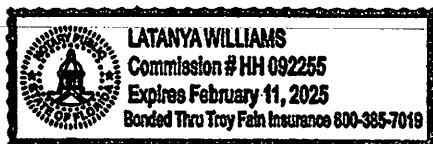
City and Zip Code
Perry, Florida 32348

Name of chief financial officer
Shawna Beach

Title of chief financial officer
Property Appraiser


Telephone number (850) 838-3511

Person who may be contacted regarding this report.
Name: Shawna Beach (850) 838-3511



CERTIFICATION

I do solemnly swear that the information reported
herein is a true, correct and complete report of all revenues
and expenditures of my office for the year ending September
30, 2022


(Signature)

Office of Property Appraiser
Taylor County

RECEIVED

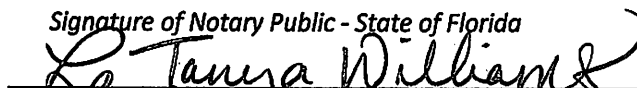
OCT 28 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF TAYLOR

Sworn to and subscribed before me this 28th day
of October, 2022, by Shawna Beach

Signature of Notary Public - State of Florida

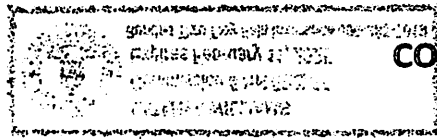

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ or Produced Identification ☐

Type of Identification Produced _____

REPORTING ENTITY Taylor County Property Appraiser

ID NUMBER 59-1149022



**COMBINED STATEMENT OF POSITION ALL FUND
TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

LIABILITIES	CODE	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long- term debt	Total (memorandum only)
Accounts Payable	2XX				XXXXXX	XXXXXX	
Interfund payables	20X				XXXXXX	XXXXXX	
Payables to other governments	208				XXXXXX		
Other Liabilities	23X				XXXXXX		
Deposits	220				XXXXXX	XXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXX	XXXXXX	
Deferred revenue	223				XXXXXX	XXXXXX	
Bonded debt payable	25X				XXXXXX		
Other debt payable	22X				XXXXXX		
Compensated Absences	21X				XXXXXX		
TOTAL LIABILITIES							

Note: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness

REPORTING ENTITY Taylor County Property Appraiser

ID NUMBER 59-1149022

**COMBINED STATEMENT OF POSITION ALL FUND
TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

EQUITY AND OTHER CREDITS	CODE	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long- term debt	Total (memorandum only)
Funds balance - reserved	24X		XXXXXXX		XXXXXXX	XXXXXXX	
Fund balance - unreserved	271		XXXXXXX		XXXXXXX	XXXXXXX	
Contributed capital	250	XXXXXXX			XXXXXXX	XXXXXXX	
Retained earnings - reserved	248	XXXXXXX		XXXXXXX	XXXXXXX	XXXXXXX	
Retained earnings - unreserved	272	XXXXXXX		XXXXXXX	XXXXXXX	XXXXXXX	
Investment in general fixed assets	280	XXXXXXX	XXXXXXX	XXXXXXX		XXXXXXX	
TOTAL EQUITY		24,100.68					
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS		24,100.68					

REPORTING ENTITY Taylor County Property Appraiser

ID NUMBER 59-1149022

**COMBINED STATEMENT OF POSITION ALL FUND
TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

ASSETS AND OTHER DEBITS	CODE	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long- term debt	Total (memorandum only)
Cash	10X	24,100.68			XXXXXXX	XXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXX	XXXXXXX	
Accounts receivable (net)	115	1,513.00			XXXXXXX	XXXXXXX	
Interfund receivables and advances	23X				XXXXXXX	XXXXXXX	
Receivables from other governments	133				XXXXXXX	XXXXXXX	
Other receivables (net)	12X	2,451.47			XXXXXXX	XXXXXXX	
Inventories	14X				XXXXXXX	XXXXXXX	
Investments (net)	151				XXXXXXX	XXXXXXX	
Prepaid items	155				XXXXXXX	XXXXXXX	
Other assets	156				XXXXXXX	XXXXXXX	
Fixed assets	16X	XXXXXXX				XXXXXXX	
Amounty available in debt service	180	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
Amount to be provided	181	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
TOTAL ASSETS AND OTHER DEBITS		28,065.15					

(CONTINUED)

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: TAYLOR COUNTY PROPERTY APPRAISER

ID NUMBER: 59-1149022

REPORTING FUND GROUP: General - Operating Account

REVENUES AND OTHER CREDITS
(311.000 THROUGH 390.000)

WHOLE DOLLARS ONLY

Account Number	Description	Amount
338.001	Shared Revenue - Board of County Commissioners	896,902

TOTAL REVENUES AND OTHER CREDITS

896,902

Duplicate this page if additional lines are needed

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: TAYLOR COUNTY PROPERTY APPRAISER

ID NUMBER: 59-1149022

REPORTING FUND GROUP: General - Operating Account

EXPENSES AND OTHER DEBITS

(511 THROUGH 592)

(personal services, operating expenses, capital outlay, non-operating expenses)

WHOLE DOLLARS ONLY

Account Number	Description	Amount
513.1011	OFFICIAL SALARY	0
513.1012	REGULAR SALARIES	16,665
513.1015	SPECIAL PAY	(3,166)
513.102152	FICA - REGULAR	2,492
513.102153	FICA - OTHER	115
513.102154	MEDICARE	583
513.102251	RETIREMENT - OFFICIAL	(1,544)
513.102252	RETIREMENT - EMPLOYEE	1,970
513.102253	RETIREMENT - SMS/SES	(1,270)
513.102254	RETIREMENT - DROP	
513.1023	LIFE & HEALTH INSURANCE	6,306
513.1025	UNEMPLOYMENT COMP	
513.3151	EDP SERVICES - SOFTWARE	(3,255)
513.3152	APPRAISAL SERVICES	4,133
513.3153	MAPPING SERVICES	
513.3154	LEGAL SERVICES	2,980
513.3400	OTHER CONTRACTUAL SERVICE	(1,876)
513.4000	TRAVEL & PER DIEM	3,127
513.4100	COMMUNICATIONS/TELEP	(1,269)
513.4251	POSTAGE	1,249
513.4451	RENTALS & LEASES OFFICE	750
513.4651	REPAIR & MAINT. OFFICE	(696)
513.4652	REPAIR & MAINT. - VEH	(63)
513.4651	REPAIR & MAINT. OFFICE EQ	880
513.4700	PRINTING & BINDING	(332)
513.4951	LEGAL ADVERTISEMENT	(574)
513.5453	OFFICE SUPPLIES	(1,409)
513.5454	EDUCATION	1175
513.5454	DUES/MEMBERSHIP	63
513.9400	EMERGENCY CONTINGENCY	1,000
		28,034

TOTAL EXPENDITURES AND OTHER DEBITS

Duplicate this page if additional lines are needed

Vendor No: 1-1 Board of County Commissioners

Our Customer No:

Invoice	Date	Description	Payable	Discount	Net Payable
FINALCHECK	10.31.2022	Final Check returning funds	141,554.78	0.00	141,554.78

RECEIVED

OCT 31 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Taylor County Sheriff's Office Check No: 7230 10.31.2022 BK:1

TOTAL \$141,554.78

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



Taylor County Sheriff's Office
108 N JEFFERSON ST STE 103
PERRY FL 32347-3252
Operating Account
VOID AFTER 60 DAYS

Capital City Bank
PERRY FL

63-68
631
10000239672

Check Date	Check No	Amount
10/31/2022	7230	\$141,554.78

PAY **** ONE HUNDRED FORTY ONE THOUSAND FIVE HUNDRED FIFTY FOUR AND 78/100 DOLLARS

TO THE
ORDER
OF

Board of County Commissioners
108 N JEFFERSON ST
PERRY FL 32347-3231

Wayne Padgett
Authorized Signature

7230 063100688 10000239672

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL
REPORT FOR
2021-2022

Name of governmental unit
Taylor County Sheriff's Office

Address
108 North Jefferson Street, Suite 103

City and zip code
Perry, Florida 32347

Name of chief financial officer
Wayne Padgett

Title of chief financial officer
Sheriff

Telephone number (850) 584-4225

Person who may be contacted regarding this report.

Name: John Ketring

Telephone number (850) 584-4225

I do solemnly swear that the information reported
herein is a true, correct and complete report of all revenues and
expenditures of my office for the year ending September 30,
2021.

(Signature)

Office of Sheriff

Taylor County

STATE OF FLORIDA
COUNTY OF Taylor

Sworn to and subscribed before me this 31 day

of October, 2022, by Wayne Padgett

Courtney Anderson

Signature of Notary Public - State of Florida

Courtney Anderson

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X or Produced Identification _____

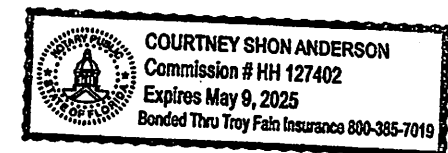
Type of Identification Produced _____

RECEIVED

OCT 31 2022

CERTIFICATION

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA



REPORTING ENTITY: _____

REPORTING FUND GROUP:

[illegible]

\$ 7,945,954

Duplicate this page if additional lines are needed.

FUND GROUP

REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: Taylor County Sheriff's Office

ID Number: 62-002

REPORTING FUND GROUP: General - Operating Account

REVENUES AND OTHER CREDITS
(311.000 THROUGH 390.000)

Whole Dollars Only[illegible]

TOTAL REVENUES AND OTHER CREDITS

\$ 8,087,523

Duplicate this page if additional lines are needed.

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			\$70,354.38	XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115			\$79,972.00	XXXXXXXX	XXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXX	XXXXXXXX	
Receivables from other governments	133				XXXXXXXX	XXXXXXXX	
Other receivables (net)	12X				XXXXXXXX	XXXXXXXX	
Inventories	14X				XXXXXXXX	XXXXXXXX	
Investments (net)	151				XXXXXXXX	XXXXXXXX	
Prepaid items	155				XXXXXXXX	XXXXXXXX	
Other assets	156				XXXXXXXX	XXXXXXXX	
Fixed assets	16X	XXXXXXXXXX				XXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				\$150,326.38			

(CONTINUED)

REPORTING ENTITY Taylor County Sheriff's OfficeID NUMBER 62-002

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

EQUITY AND OTHER CREDITS Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved 24X		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Fund balance - unreserved 271		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Contributed capital 250	XXXXXXXX			XXXXXXXX	XXXXXXXX	
Retained earnings - reserved 248	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Retained earnings - unreserved 272	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Investment in general fixed assets 280	XXXXXXXX	XXXXXXXX	XXXXXXXX		XXXXXXXX	
TOTAL EQUITY					XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS						

REPORTING ENTITY Taylor County Sheriff's OfficeID NUMBER 62-002

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

		Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
LIABILITIES	Code						
Accounts Payable	2XX			\$(2,903.04)	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X			\$(5,868.56)	XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES				\$(8,771.60)			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

MARK WIGGINS, TAX COLLECTOR

TAYLOR COUNTY
OPERATING ACCOUNT
P.O. BOX 30
PERRY, FL 32348

CAPITAL CITY BANK

63-58/631

23251

DATE

OCT 31, 2022

AMOUNT

\$ ** \$61,231.00

Memo: RETURN OF EXCESS FEES 21-22

Sixty-One Thousand Two Hundred Thirty-One and 00/100 Dollars

BOARD OF COUNTY COMM.
TAYLOR COUNTY COURTHOUSE
PERRY, FL 32347

VOID AFTER 90 DAYS

VOID VALID VA
VOID VALID VA
VOID VALID VA
VOID VALID VA

AUTHORIZED SIGNATURE

Mark Wiggins

10232510 1063100688

FINANCIAL

report.

CERTIFICATION

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2022.

Mark Wiggins (Signature)

Office of Tax Collector

Taylor County

STATE OF FLORIDA

COUNTY OF Taylor

Sworn to and subscribed before me this 31st day

of October, 20 22, by Mark Wiggins

Wendy Parker

Signature of Notary Public - State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

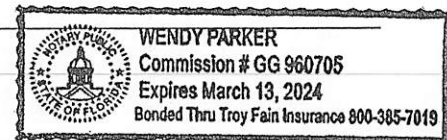
Personally Known X or Produced Identification

Type of Identification Produced

RECEIVED

OCT 31 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA



STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL
REPORT FOR
2021-22

Name of governmental unit
Taylor County Tax Collector

Address
PO Box 30

City and zip code
Perry, Florida 32348

Name of chief financial officer
Mark Wiggins

Title of chief financial officer
Tax Collector

Telephone number (850) 838-3517

Person who may be contacted regarding this report.
Name: **Trina F. Bean, E.A.**

Telephone number (850) 838-3517

CERTIFICATION

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2022.

(Signature)

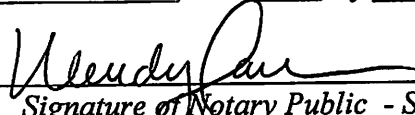

Office of Tax Collector

Taylor County

STATE OF FLORIDA
COUNTY OF Taylor

Sworn to and subscribed before me this 31st day

of October, 20 22, by Mark Wiggins


Signature of Notary Public - State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

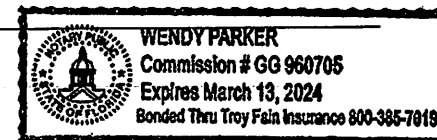
Personally Known X or Produced Identification

Type of Identification Produced

RECEIVED

OCT 31 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA



REPORTING ENTITY Taylor County Tax CollectorID NUMBER 62-004

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

		Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
LIABILITIES	Code						
Accounts Payable	2XX			403,736	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X			10,546	XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES				414,282			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

REPORTING ENTITY Taylor County Tax Collector ID NUMBER 62-004

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

EQUITY AND OTHER CREDITS Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved 24X		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Fund balance - unreserved 271		XXXXXXXX	2,100	XXXXXXXX	XXXXXXXX	
Contributed capital 250	XXXXXXXX			XXXXXXXX	XXXXXXXX	
Retained earnings - reserved 248	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Retained earnings - unreserved 272	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Investment in general fixed assets 280	XXXXXXXX	XXXXXXXX	XXXXXXXX		XXXXXXXX	
TOTAL EQUITY			2,100		XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS			416,382			

REPORTING ENTITY Taylor County Tax Collector ID NUMBER 62-004

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			467,679	XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115			9,934	XXXXXXXX	XXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXX	XXXXXXXX	
Receivables from other governments	133				XXXXXXXX	XXXXXXXX	
Other receivables (net)	12X				XXXXXXXX	XXXXXXXX	
Inventories	14X				XXXXXXXX	XXXXXXXX	
Investments (net)	151				XXXXXXXX	XXXXXXXX	
Prepaid items	155				XXXXXXXX	XXXXXXXX	
Other assets	156				XXXXXXXX	XXXXXXXX	
Fixed assets	16X	XXXXXXXXXX				XXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				477,613			

(CONTINUED)

FUND GROUP

REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: TAYLOR COUNTY TAX COLLECTOR

ID Number: 62-004

REPORTING FUND GROUP: General - Operating Account

**REVENUES AND OTHER CREDITS
(311.000 THROUGH 390.000)**

Whole Dollars Only[illegible]

TOTAL REVENUES AND OTHER CREDITS

1,271,419

Duplicate this page if additional lines are needed.

FUND GROUP

ID Number: 62-004

REPORTING FUND GROUP:

EXPENSES AND OTHER DEBITS

Whole Dollars Only

[illegible]

1,210,188

Duplicate this page if additional lines are needed.

7-A.

R E S O L U T I O N

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$289,300	001-3349104	DEO/CDBG-MIT (Jail Gen)
Expenditures:		
\$320,204	1201-56200	CDBG-MIT/Capital-Bldgs
<u>\$(30,904)</u>	9001-59915	Reserve for Capital Improvements (County Match)

\$289,300 Net - Amended Overall Budget

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 28th day of November, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

New FY'23 Grant (includes County Match) Jail Generator

✓

DEO Agreement No.: I0179

State of Florida
Department of Economic Opportunity
Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

Jail
Generator

289,300

30,904

320,204

match
(shortfall)

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and Taylor County Board of County Commissioners, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018"; and the requirements of the Federal Register (FR) notices entitled "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees", 84 FR 45838 (August 30, 2019) and "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees" (CDBG Mitigation) 86 FR 561 (January 6, 2021); (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant-Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO's Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

DEO Agreement No.: I0179

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

- (a) The funding for this Agreement shall not exceed **Two Hundred Eighty-Nine Thousand Three Hundred Dollars and Zero Cents (\$289,300.00)**, subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

R E S O L U T I O N

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$6,900	107-3699011	MSTU Fund - Misc. Reimbursement
Expenditures:		
\$1,901	0192-51400	County Fire- Overtime
\$ 145	0192-52110	FICA/Medicare Taxes
\$ 530	0192-52200	Retirement
\$ 98	0192-52400	Workers Compensation
\$4,226	0192-54640	R&M - Auto

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 28th day of November, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Reimbursement received by the BCC for Taylor County Fire Rescue staffing provided at the Iron Horse Mud Ranch in October

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

RESOLUTION

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$44,775	107-3342014	FL Firefighter Assistance Grant
Expenditures:		
\$44,775	0197-01-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 28th day of November, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

New Fire Grant FY' 23 - FL Firefighter Assistance Grant

✓

FL Firefighter
Assistance
Grant

0197-01

\$44,775

**GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Taylor County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds for the 2021-2022 State fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

- 1. Performance Requirements:**
The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 2, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.
- 2. Compliance with Laws, Rules, Regulations, and Policies:**
The Grantee shall comply with applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

RESOLUTION

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$1,400	107-3699021	Misc - SCBA Refills
Expenditures:		
\$1,400	0192-54620	County Fire Department - R&M Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 28th day of November, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Non-budgeted funds received from Georgia Pacific - for air fills provided by Taylor County Fire Department

GP Cellulose, LLCPO Box 1805
Hackensack, NJ 07601VENDOR NUMBER
G194551DATE
10-17-2022CHECK NUMBER
528929

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTR #
10/13/22	10132022	1,400.00	.00	1,400.00	00412169

0192-54620
SUBA Refills

RECEIVED

OCT 24 2022

GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

TOTALS	1,400.00	.00	1,400.00
--------	----------	-----	----------

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

**GP Cellulose, LLC**PO Box 1805
Hackensack, NJ 07601JPMorgan Chase Bank, N.A.
Syracuse, NY 1320850-937
213

CHECK #: 0000528929

DATE: 10-17-2022

*Press or rub with finger.
If the green colored symbol disappears,
this document is authentic.

PAY

One Thousand Four Hundred and 00/100 Dollars

PAY EXACTLY \$*****1,400.00

TO THE
ORDER OFTAYLOR COUNTY BOARD
PO BOX 620
PERRY FL 32348-0620

Patrick J. Boushke

⑈0000528929⑈

002103794

604875220

RESOLUTION

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$166,518	183-3344905	SCOP Grant - Revenue
		SCOP Gas Plant Road
\$ 50,000	0349-53101	Professional Services
\$116,518	0349-53401	Contractual Services
<u>\$166,518</u>		

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 28th day of November, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

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

SUNGARD PENTAMATION, INC.
DATE: 11/14/2022
TIME: 15:57:46

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: exp1edgr.key_orgn='0349'
ACCOUNTING PERIOD: 1/23

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

FUND-183 SCOP-GAS PLANT ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0349 SCOP-GAS PLANT ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00
53401	CONTRACTUAL SERVICES	.00	.00	.00	.00	.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
	TOTAL SCOP-GAS PLANT ROAD	.00	.00	.00	.00	.00	.00
	TOTAL SCOP-GAS PLANT ROAD	.00	.00	.00	.00	.00	.00
TOTAL REPORT		.00	.00	.00	.00	.00	.00

amt Budgeted

@ 10/1/22

need to amend

Budget By

\$ 166,518.

Dwelen

SUNGARD PENTAMATION, INC.
DATE: 11/14/2022
TIME: 15:56:26

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0349'
ACCOUNTING PERIOD: 13/22

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

FUND-183 SCOP-GAS PLANT ROAD
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0349 SCOP-GAS PLANT ROAD

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	78,259.00	178,299.00	100,040.00	86,220.00	92,079.00	48.36
53401	CONTRACTUAL SERVICES	247,093.00	741,102.00	494,009.00	666,663.09	74,438.91	89.96
	TOTAL SCOP-GAS PLANT ROAD	325,352.00	919,401.00	594,049.00	752,883.09	166,517.91	81.89
	TOTAL SCOP-GAS PLANT ROAD	325,352.00	919,401.00	594,049.00	752,883.09	166,517.91	81.89
TOTAL REPORT		325,352.00	919,401.00	594,049.00	752,883.09	166,517.91	81.89

Balance of grant
@ 9/30/22

R E S O L U T I O N

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$ 2,739	112-3316201	CDBG Grant - Housing
Expenditures:		
\$ 2,739	1200-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 28th day of November, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Gary Knowles, Clerk-Auditor

Chairman

Grant Balance at FYE 2022 not included in FY 2023 budget

SUNGARD PENTAMATION, INC.
DATE: 11/14/2022
TIME: 15:31:01

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: exp|edgr.key_orgn='1200'
ACCOUNTING PERIOD: 1/23

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

FUND-112 CDBG GRANT FUND
FUNCTION-560 HUMAN SERVICES
ACTIVITY-569 OTHER HUMAN SERVICES
TOTL/DEPT-1200 CDBG GRANT (HOUSING)

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	55,000.00	55,000.00	.00	.00	55,000.00	.00
54902	LEGAL ADVERTISING	1,300.00	1,300.00	.00	.00	1,300.00	.00
54977	RECORDING FEES	3,000.00	3,000.00	.00	.00	3,000.00	.00
58321	REHABILITATION	125,000.00	125,000.00	.00	.00	125,000.00	.00
58346	TEMPORARY RELOCATION	2,000.00	2,000.00	.00	.00	2,000.00	.00
58348	DEMOLITION/CONSTRUCTION	543,000.00	543,000.00	.00	.00	543,000.00	.00
	TOTAL CDBG GRANT (HOUSING)	729,300.00	729,300.00	.00	.00	729,300.00	.00
	TOTAL CDBG GRANT FUND	729,300.00	729,300.00	.00	.00	729,300.00	.00
	TOTAL REPORT	729,300.00	729,300.00	.00	.00	729,300.00	.00

Amt Budgeted
for FY23

need to increase
by \$2,739

T Welch

732,039.00 -
729,300.00 -
000
2,739.00 *

SUNGARD PENTAMATION, INC.
DATE: 11/14/2022
TIME: 15:30:34

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTALL

SELECTION CRITERIA: exp!edgr.key_orgn='1200'
ACCOUNTING PERIOD: 13/22

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

FUND-112 CDBG GRANT FUND
FUNCTION-560 HUMAN SERVICES
ACTIVITY-569 OTHER HUMAN SERVICES
TOTL/DEPT-1200 CDBG GRANT (HOUSING)

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	75,000.00	75,000.00	15,833.35	59,166.65	21.11
54902	LEGAL ADVERTISING	.00	2,127.56	2,127.56	2,127.56	.00	100.00
54977	RECORDING FEES	.00	2,872.44	2,872.44	.00	2,872.44	.00
58321	REHABILITATION	.00	125,000.00	125,000.00	.00	125,000.00	.00
58346	TEMPORARY RELOCATION	.00	2,000.00	2,000.00	.00	2,000.00	.00
58348	DEMOLITION/CONSTRUCTION	.00	543,000.00	543,000.00	.00	543,000.00	.00
	TOTAL CDBG GRANT (HOUSING)	.00	750,000.00	750,000.00	17,960.91	732,039.09	2.39
	TOTAL CDBG GRANT FUND	.00	750,000.00	750,000.00	17,960.91	732,039.09	2.39
	TOTAL REPORT	.00	750,000.00	750,000.00	17,960.91	732,039.09	2.39

ending balance
@ 9/30/22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


THE BOARD TO CONSIDER APPROVAL OF REQUEST BY THE TAYLOR COUNTY HISTORICAL SOCIETY FOR THE USE OF THE COURTHOUSE PARKING LOT FOR THE ANNUAL DOWNTOWN CHRISTMAS OPEN HOUSE AND PARADE ON DECEMBER 2, 2022.

MEETING DATE REQUESTED:

NOVEMBER 28, 2022

Statement of Issue: TO ALLOW USE OF THE COURTHOUSE PARKING LOT ON DECEMBER 2, 2022.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: APPROVE/ DO NOT APPROVE

Attachments: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2022

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

Swann Insurance Agency Inc
105 1/2 N. Jefferson St
Perry, FL 32347

CONTACT

NAME: Leslie Anderson

PHONE (A/C, No., Ext): 850-584-5800

FAX (A/C, No.):

E-MAIL: swanninsurance@fairpoint.net

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Taylor County Historical Society
118 East Main Street
Perry, FL 32347

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	ADDITIONAL INSURED	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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y N	EV102124	12/02/2022	12/04/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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 type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

Additional Insured:
Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

 (A313647)

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: The Board to ratify the signature of the Chairperson on the Walmart settlement and participation form.



MEETING DATE REQUESTED: 11/28/2022

Statement of Issue: To ratify signature on the Walmart Opiod settlement and participation form.

Recommended Action: Ratify the Chairpersons signature

Fiscal Impact: \$ 25,986.59

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: . Taylor County Board of County Commissioners has previously approved Opiod settlement participation with other entities. The WalMart settlement was negotiated following the allocation process used for prior settlements.

After review by Attorney Romano and the County Attorney, the County Administrator electronically signed the agreement by the deadline.

Options:

Attachments: Electronically signed Participation Form
Email from Romano Law Firm
Letter from Bishop Law Firm

LaWanda Pemberton

From: Eric Romano <eric@romanolawgroup.com>
Sent: Tuesday, November 8, 2022 4:28 PM
To: LaWanda Pemberton; The Bishop Law Firm; gknowles@taylorclerk.com
Cc: opioidlitigationtaylorcountyz10639208@projects.filevine.com
Subject: RE: Important Opioid Litigation Update
Attachments: Walmart Settlement Participation Form.pdf

LaWanda,

As you are already aware, Florida recently reached a \$215 million settlement with Walmart in the opioid litigation. This settlement is modeled after prior settlements reached with other defendants. Settlement funds will be allocated pursuant to the Statewide Allocation Agreement, following the same allocation process used for the prior settlements. Copies of the settlement agreement, exhibits, and related documents were emailed to you on Sunday from the AG's Office. If you did not receive them and would like copies, let me know and we will forward them to you.

We recommend that your subdivision approve and elect to participate in this settlement. To do so, you (or an authorized subdivision representative) must complete the attached Participation Form. You may have already received the same form via DocuSign from the AG's Office. You only need to submit one form to participate. If you choose to sign the hard copy, please scan and email it to me, and we will submit it for you. If you choose to sign via DocuSign, please save and send us a copy for our file. The deadline to submit the form is November 18, 2022. We realize that is a very short turnaround time. If you are not able to submit a signed form by that date, please let me know when you expect to have it done, so we can gauge the need for an extension.

We do not yet know when funds from this settlement will be paid, but we will let you know once we do. In the meantime, if you have any questions, please let us know.



Eric Romano

Board Certified by the Florida Bar and the
National Board of Trial Advocacy in
Criminal Trial Law

ROMANO LAW GROUP

801 Spencer Drive
West Palm Beach, FL 33409
(561) 533-6700
romanolawgroup.com

From: Eric Romano
Sent: Monday, November 7, 2022 12:18 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>; The Bishop Law Firm <lawbishop@fairpoint.net>; gknowles@taylorclerk.com

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

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

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

November 9, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton
County Administrator
201 E. Green Street
Perry, Florida 32347

Re: Opiod case (Walmart)

Dear LaWanda:

Please be advised that I received an e-mail from Mr. Romano regarding Walmart settlement and a Participation Form.

You will need to fill that out and send it in.

If you need assistance, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosure

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

EXHIBIT D

SUBDIVISION SETTLEMENT PARTICIPATION FORM

Governmental Entity: Taylor County Board of County Commisssioners	State:
Authorized Official: Thomas Demps	
Address 1: 201 E. Green Street	
Address 2:	
City, State, Zip: Perry, FL 32348	
Phone: 850-838-3500 ext. 6	
Email: lpemberton@taylorcountygov.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated [____], 2022, among Walmart (defined below), the State of Florida and its Office of the Attorney General ("*Walmart Settlement*"),¹ and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

¹ The defined terms in the Walmart Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walmart Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walmart Settlement.
10. In connection with the releases provided for in the Walmart Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walmart Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement Participation Form is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: Thomas Demps
Name: Thomas Demps
Title: Chairperson
Date: Nov 15, 2022
(the "Execution Date of this Subdivision Settlement Participation Form")

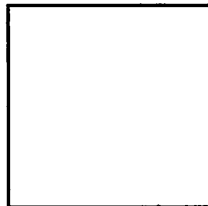
Thomas Demps
E-signed 2022-11-15 09:23AM EST
lpemberton@taylorcountygov.com
Chairperson

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAbn7UCp5MLdXO230VXK16H8VcRixB0c3o

Marsha Durden

From: LaWanda Pemberton
Sent: Tuesday, November 15, 2022 9:26 AM
To: Marsha Durden; Agenda
Subject: FW: You signed: "Walmart Settlement and Subdivision Participation Form-Taylor County"
Attachments: Walmart Settlement and Subdivision Participation Form-Taylor County - signed.pdf

From: STATE OF FLORIDA - OFFICE OF THE ATTORNEY GENERAL [mailto:adobesign@adobesign.com]
Sent: Tuesday, November 15, 2022 9:23 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>; Janna Barineau <janna.barineau@myfloridalegal.com>
Cc: eric@romanolawgroup.com
Subject: You signed: "Walmart Settlement and Subdivision Participation Form-Taylor County"



You're done signing

**Walmart Settlement and Subdivision Participation Form-
Taylor County**

Open agreement

Attached is the final agreement for your reference. You can also **open it online** to review its activity history.

Need your own documents signed? Adobe Acrobat Sign can help save you time. [Learn more.](#)



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

PL-01 The Capitol
Tallahassee, FL 32399-1050
<http://www.myfloridalegal.com>
email: vaxmandate@myfloridalegal.com

Thank you for considering participating in the proposed Settlement with Walmart. This virtual envelope contains a Participation Form including a release of claims and a copy of the Intrastate Allocation Agreement. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating." The sign-on period for subdivisions ends on November 18, 2022, for litigating subdivisions, and March 18, 2023 for all other subdivisions. On or after that date, the State (in consultation with the subdivisions) and Walmart will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not. As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <http://www.myfloridalegal.com/opioidsettlement>. This website will be supplemented as additional documents are created. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Florida Attorney General's Office at fl.opioidlitigation@myfloridalegal.com

Please review the following document links relating to the Walmart Settlement:

Walmart - Executed Florida Settlement

Walmart Florida Settlement Exhibits

Walmart Subdivision Estimates

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of budget transfer from General Fund Reserves to purchase replacement slide for Southside Park.

**MEETING DATE REQUESTED:**

November 28, 2022

Statement of Issue: To leverage remaining FRDAP grant funding to facilitate purchase of replacement slide for Southside Park.

Recommended Action: Approve

Fiscal Impact: \$4,000

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County has received a FRDAP grant in the amount of \$50,000 for the rehabilitation of Southside Park. The scope of work includes resurfacing of the basketball court, sidewalk repair, parking lot restriping, rubber mulch for the playground, new picnic tables security lighting and playground repairs. There is one slide that was removed previously due to damage that should be replaced, but the remaining funding is not sufficient. There is \$2,100 remaining in the grant budget and staff has received a low quote of \$6,069.15 to replace the slide.

There is not adequate funding in the Southside Park operation budget to replace the slide.

Staff is respectfully requesting consideration for the Board to transfer \$4,000 from General Fund Reserves in order to leverage remaining grant funding to replace the damaged slide.

Options: Approve/Not Approve

Attachments: Quote
Staff correspondence

LaWanda Pemberton

From: Jami Evans
Sent: Thursday, October 20, 2022 3:24 PM
To: LaWanda Pemberton
Cc: Dustin Russell
Subject: RE: Southside Park Project

I have gotten 2 quotes for around 6,000 and 1 for 9,000

From: LaWanda Pemberton
Sent: Thursday, October 20, 2022 3:23 PM
To: Jami Evans <jevans@taylorcountygov.com>
Cc: Dustin Russell <rec.coordinator@taylorcountygov.com>
Subject: Re: Southside Park Project

What is the price for the slide ?

Sent from my iPhone

On Oct 20, 2022, at 1:01 PM, Jami Evans <jevans@taylorcountygov.com> wrote:

Marsha, The contractor is out there today pressure washing the court in preparation for the resurfacing. I have ordered new nets for the basketball goals and Danny O'Quinn is going to have his crew repaint the backboards. Once the court is complete, the sidewalk will be replaced/repared and the parking lot striping will be done. The rubber mulch for the playgrounds has been installed. I have new swings ordered. I have received the security lighting and will have a picnic table delivered today. I am going to be ordering one more picnic table. We were going to try and replace the slide that was taken down but after receiving two quotes yesterday, I do not have near enough money for that. I will also be ordering some kind of native landscaping to finish up the grant.

**Discount Playground Supply**

P.O Box 278
Simpsonville South Carolina 29681
888-760-2499

Estimate

EST-120227

Bill To

Taylor County - FL
201 East Green Street
Perry, FL 32347

Estimate Date : 10.24.2022




Expiry Date : 11.28.2022

Reference# : Alpine Slide and
Footings

Sales Person : Perry Perret

Ship To

Taylor County - FL
Jami Evans
201 East Green Street
Perry, FL 32347

#	Item & Description	Qty	Rate	Discount	Amount
1	 72" Alpine Thunder Triple Bedway - Green SUPE-00152-Green	1 Each	3,955.95	159.78	3,796.17
2	 Alpine Thunder Slide Foot Kit SUPE-TCW0051	2 Kit	497.95	40.22	955.68
3	SUPE-TCW0050 Alpine Slide Mounting Kit	1	67.55	0.00	67.55
4	 Shipping Charges Customer Shipping Charges	1 Each	852.70	0.00	852.70
Sub Total					5,672.10
FL STATE TAX (6%)					340.32
FL COUNTY TAX (1%)					56.73
Total					\$6,069.15

Notes

Purchase orders can be faxed to 888.988.4355

Terms & Conditions

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:****The Board to consider approval of New or Amended Human Resources Policies recommended by the Krizner Group.****MEETING DATE REQUESTED:**

November 28, 2022

Statement of Issue: The Workplace Surveillance and Monitoring policy was recommended by the Krizner Group as a result of the 2022 Employment Law Audit.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: Traci Rowell, Personnel Manager

Contact: 850-838-3500 Ext 8

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Krizner Group performs an Annual Employment Law Audit of the Personnel policies and operations. As a result of the 2022 audit, it was recommended to add the Workplace Surveillance and Monitoring Policy.

Options: Approve or Deny

Attachments: Workplace Surveillance and Monitoring Policy



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:

Title:

Effective Date:

Workplace Surveillance and Monitoring

PURPOSE

Taylor County reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information.

1. Taylor County may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. The company will do so only after first ensuring that such action is in compliance with state and federal laws.
2. Employees should not have any expectation of privacy in work-related areas.
3. Employee privacy in non-work areas will be respected to the extent possible. Taylor County's reasonable suspicion of onsite drug use, physical abuse, theft, or similar circumstances would be possible exceptions. Legal advice will be sought in advance in such rare cases where non-work-area privacy must be compromised.

Taylor County also may conduct other monitoring of its physical location, computer network or systems, electronic devices, vehicles, and/or other equipment. Our Computer, Telephone, and Communication hardware and software systems have been installed and are used to facilitate business communications. Although each employee has an individual password to access these Systems, they belong to the County and the contents of all communications are accessible by management for any business purpose. Communications sent via a personal device also may subject to monitoring if sent through the County's networks and the personal device must be provided for inspection and review upon request.

The County reserves the right to monitor, and will periodically monitor, its Systems in order to ensure compliance with this Policy. Employees are strictly prohibited from placing personal passwords on any County System for the purpose of preventing such monitoring.

The County reserves the right to limit or prohibit employee use of electronic communications when necessary to ensure organizational production or to discipline employees for performance related reasons.

EMPLOYEES SHOULD NOT CONSIDER ANY MATERIALS TRANSMITTED OR STORED IN COUNTY SYSTEMS TO BE PRIVATE.

Equipment, including vehicles and/or electronic devices, such as cell phones, laptops, or tablets, assigned to you temporarily or permanently is subject to monitoring, including active monitoring such as GPS location monitoring. You should have no expectation of privacy with respect to the use of such equipment. Additionally, you may be asked to surrender the equipment with no notice for a variety of reasons including routine maintenance. Employees should contact their supervisor or the human resource (HR) department if they have questions about this policy.

No Unauthorized Recording In The Workplace Policy

Unauthorized electronic surveillance of employees is disruptive to employee morale and inconsistent with the respectful treatment required of our employees. For this reason, no employee may record the conversation of another employee without his or her full knowledge and consent.

No employee may record, by any means, a conversation with another employee unless all of the following criteria are met:

1. A legitimate purpose for the recording.
2. A recording device in plain view.
3. Written authorization from the supervisor of the employee who wishes to record the conversation.

Secret recordings are strictly prohibited unless authorized in writing by legal counsel. A violation of this provision may result in disciplinary action, including termination.

REFERENCE

POLICY

RESPONSIBLE DEPARTMENT

Human Resources

Sunset Date:

DUPLICATE

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL CONTRACT AGREEMENT TO BE SUBMITTED TO FLORIDA STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BUREAU OF ENTOMOLOGY, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR

MEETING DATE REQUESTED:

11/22/2022

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF MOSQUITO CONTROL CONTACT AGREEMENT

Recommended Action: APPROVE

Fiscal Impact: \$38,892.42

Budgeted Expense: \$38,892.42

Submitted By: HEATHER JENSEN, ENV. SERVICES SUPERINTENDENT

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT (CONTACT) TO RECEIVE STATE GRANT FUNDING FROM FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Options: APPROVE/NOT APPROVE

Attachments: STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT



INTERNAL CONTRACT ROUTE SLIP

Division: AGRICULTURAL ENVIRONMENTAL SER Date: 10/13/2022
 Contract Manager: MATTHEWS, RACHEL J Contract : 29374
 Contract Period: Upon Execution To 09/30/2023 Org Code: 42130103001
 Procurement Method: EXEMPT - GOVERNMENT AGENCIES
 Appropriation Category: 050896 EO: A2
 Funding: General Revenue: NO Federal Funding: NO Obj. Code: 751002
 Trust Fund Name GENERAL INSPECTION TRUST FUND DACS
 Services Required:

Mosquito Control oversight to State Mosquito Control District pursuant to Chapter 388 Florida Statutes and Rule 5E-13, Florida Administrative Code.

Vendor Name: TAYLOR COUNTY MOSQUITO CONTROL
 Commodity Code: _____ Contractor's FEID# F596000879019
 Rate of Compensation: _____ Contract Amount: \$38,892.42
 Division _____ Authorized _____
 Director: _____ Supervisor: _____
 Signature _____ Date _____ Signature _____ Date _____

***** BELOW FOR USE BY DIVISION OF ADMINISTRATION ONLY *****

Contract Administrator:	<u>Joseph Duncan</u>	<u>11/14/2022</u>
	Signature	Date
Legal Section:	<u>Stephen Cunningham</u>	<u>11/14/2022</u>
	Signature	Date
Finance and Accounting:	_____	_____
	Signature	Date
Purchasing Director:	_____	_____
	Signature	Date
Planning and Budgeting:	_____	_____
	Signature	Date

DACS-01084 05/01

Scan Documents using Request Number : **16670088**



**INTERNAL CONTRACT ROUTE SLIP****FACTS INFORMATION**Contract Number 29374Original Contract Amt \$38,892.42 DFS Contract Type GDLong Title TAYLOR COUNTY MOSQUITO CONTROL DISTRICTShort Title TAYLOR COU Authorized Advance Payment NExecution Date _____ Effective Date _____ Expiration Date 09/30/2023

State Term Contract or Alternate Source ID _____

Contract Exempt Justification _____

GOVERNMENT AGENCY

Agency Solicitation Num _____

Business Case Study N Case Study Date _____Legal Challenges to Procurement N

Legal Challenge Description _____

Contract Statutory Authority 388.261 FLORIDA STATUTESProvide for Administrative Cost N Administrative Cost Percent _____ %Provide for Periodic Increase N Periodic Increase Percent _____ %Was the Contract Function Previously performed by the State? NWas the Contract Function Considered for Insourcing Back to the State? NDid the Vendor make Capital Improvements on State Property? N

Capital Improvement Description _____

Value of Capital Improvements? _____

Value of Unamortized Capital Improvements? _____

Contract involves State or Fed Financial Aid State Fed YRecipient Type C LOCAL GOVERNMENT

Vendor List

Vendor Number	Name	Address	Phone Number
F596000879	TAYLOR COUNTY MOSQUITO CC	3750 HIGHWAY 98 WEST	0000000

Funding Sets

Org Code	EO	Obj Code	App Cat	Amount	FY Effective Dt	RE-NR
Account Code	Fund Description					
42130103001	A2	751002	050896	\$ 38,892.42	07/01/2022	NR
42202321001421601000005089600	GENERAL INSPECTION TRUST FUND D					

Division List

AGRICULTURAL ENVIRONMENTAL SERVICE

Approvers List

Approver	Date	Routing Stop
OSLAND, JEAN L	11/09/22 14:40	AES FISCAL LIAISON
OSLAND, JEAN L	11/09/22 14:40	AES DIVISION DIRECTOR
DUNCAN, JOSEPH	11/10/22 10:55	CONTRACT ADMIN 1ST STOP
YARBROUGH, SALENA	11/10/22 10:59	POLICY AND BUDGET
PANDYA, BRINDA	11/10/22 11:29	FINANCE AND ACCOUNTING
FAIRCLOTH, MICHELLE O	11/11/22 09:14	GENERAL SERVICES

Deliverables

Commodity Code	Commodity	Method of Payment	Major Deliverable Price
----------------	-----------	-------------------	-------------------------

85111704	Mosquito management or control services
----------	---

FIXED FEE / UNIT RATE	\$38,892.42
-----------------------	-------------

Non Price Justification

PRICE CANNOT BE DETERMINED UNTIL THE WORK HAS BEEN COMPLETED.

Source Documentation Reference Page

Major Deliverable

Conduct arthropod/mosquito control in adherence to Chapter 388 Florida Statutes and Rule 5E-13 Florida Administrative Code

Performance Metrics

1. Mosquito Control Monthly Report - State Funds (FDACS-13650, Rev. 07/13) due no later than 30 days after the last day of each month for October-August reports and no later than 60 days after the last day of the month for September reports.
2. Mosquito Control Monthly Report - Local Funds (FDACS-13663, Rev. 07/13) due no later than 30 days after the last day of each month for October-August reports, and no later than 60 days after the last day of the month for September reports.
3. Mosquito Control Monthly Activity Report (FDACS-13652, Rev. 07/13) due no later than 30 days after the last day of each month.

Financial Consequences

The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.

CSFA

CSFA Code	Description
42.003	MOSQUITO CONTROL

CFDA

Code	Description
------	-------------



Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

NICOLE "NIKKI" FRIED
COMMISSIONER

This AGREEMENT, made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and TAYLOR COUNTY MOSQUITO CONTROL, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: Upon Execution - September 30, 2023.

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services: Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

- 2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704
- 2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The RECIPIENT agrees to provide mosquito management/control services as specified in the above scope of work. The RECIPIENT must meet the below minimum levels of services:

A. Submit a monthly financial report and supporting documentation to the DEPARTMENT on the form "Mosquito Control Monthly Report - State Funds" for State funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

B. Submit a monthly financial report and supporting documentation to the DEPARTMENT on the form "Mosquito Control Monthly Report - Local Funds" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

C. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

D. Submit a copy to the DEPARTMENT of each financial reporting package containing Non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of the State of Florida to be necessary.

E. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.

- 2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT, except that the DEPARTMENT in its sole discretion may grant a written extension of one or more deliverable deadlines upon prior written notification from RECIPIENT and for good cause shown. If RECIPIENT fails to meet one or more of deliverables A, B, or C of Section 2.3 hereof, due on or before August 30, 2023, then in addition to any other available remedies the DEPARTMENT shall reduce payment by a 5% reduction of the corresponding quarters invoice.
- 2.5 Department Services. The DEPARTMENT agrees to provide the following services: N/A

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The DEPARTMENT will pay the RECIPIENT as follows:
An amount not to exceed \$38,892.42 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.
- 3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.
- 3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in this AGREEMENT.
- 3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.
- 3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications

or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

- 3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- 3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.
- 3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.
- 3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.
- 3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any

- individual employed under this contract shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.
- 4.5 The RECIPIENT shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of RECIPIENT's products or DEPARTMENT's operation or use of RECIPIENT's product in a manner not contemplated by the AGREEMENT. If any product is the subject of an infringement suit, or in the RECIPIENT's opinion is likely to become the subject of such a suit, the RECIPIENT at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become non-infringing. If the RECIPIENT is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the RECIPIENT shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.
- 4.6 The RECIPIENT's obligations under the preceding paragraph with respect to any legal action are contingent upon the DEPARTMENT giving RECIPIENT (1) written notice of any action or threatened action, (2) the opportunity to take over and

settle or defend any such action at the RECIPIENT's sole expense, and (3) assistance in defending the action at the RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 RECIPIENT acknowledges and agrees that any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.
- 5.2 RECIPIENT acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.
- 5.3 RECIPIENT acknowledges and agrees that, pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid,

proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 5.4 RECIPIENT acknowledges and agrees that, pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 5.5 RECIPIENT acknowledges and agrees that, pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
- 5.6 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section

448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

- 5.7 RECIPIENT shall not discriminate on the basis of race, sex, gender identity, sexual orientation, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
- 5.8 RECIPIENT shall comply with Section 20.055, Florida Statutes.
- 5.9 RECIPIENT represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. RECIPIENT further represents and warrants that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees, and other penalties and consequences provided for by law.
- 5.10 RECIPIENT represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the RECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT. Subcontractors shall be verified by RECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: <https://sam.gov/SAM/>.

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. RECIPIENT must:

- 6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.
 - 6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.
 - 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT's custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.
- 6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

ARTICLE 7: TERMINATION

- 7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.
- 7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.
- 7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.
- 7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.

7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of

God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.

7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with and subject to requirements of Section 215.97, Florida Statutes.

8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- 8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.
- 8.6 If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.
- 8.7 The DEPARTMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.
- 8.8 The DEPARTMENT shall have access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.
- 8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- 8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the financial reporting package required by this AGREEMENT shall

be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- 8.11 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- 8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
- 8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.
- 8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

- 8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

- 9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

- 9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT.

9.2.1 The RECIPIENT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT's sole expense, and (3) assistance in defending the action at RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

- 9.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

- 9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.
- 9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.
- 9.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.
- 9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.
- 9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.
- 9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.
- 9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.
- 9.10 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is Rachel Matthews and is located at the Division of Agricultural Environmental Services, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399-1650, office number (850) 617-7911, email address: Rachel.Matthews@FDACS.gov.

The contract manager for the RECIPIENT is Heather Jensen (interim) and is located at 3750 Highway 98 West, Perry, FL 32347.

ARTICLE 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA)

- 10.1 State resources are awarded to the RECIPIENT pursuant to this agreement and are from the catalog of State Financial Assistance Mosquito Control Research, 42.003, \$38,892.42

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

ARTICLE 11: EXECUTIVE COMPENSATION

- 11.1 The RECIPIENT shall within ten (10) business from execution of this agreement confirm in a writing signed by an authorized official whether or not the RECIPIENT receives fifty (50) percent or more of its current budget from funds provided by the State of Florida, or from a combination of funds received from the State of Florida or the United States Government. Current shall mean the current tax year, as well as the tax year immediately prior.
- 11.2 In the event that the RECIPIENT receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, then the RECIPIENT shall provide an annual report to the DEPARTMENT due on or before June 30th. An annual report shall be required for each year that this agreement remains in existence. The report shall detail the total compensation of the RECIPIENT's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the RECIPIENT's IRS Form 990.
- 11.3 RECIPIENT understands and agrees that it must provide DEPARTMENT of written notice detail any change in executive compensation in the intervening period between annual reports.

11.4 RECIPIENT understands and agrees that failure to comply with any provision of this section constitutes a material breach for which DEPARTMENT may seek termination of this agreement pursuant to Section I of this Agreement.

11.5 Absent written extension of the deadline to provide the annual report, the parties agree that the RECIPIENT shall be liable for a financial consequence of \$100 per calendar day until the report is delivered.

11.6 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

RECIPIENT

Casey Drake

Signature

Signature

Division of Administration

Title

Title

11/14/2022

Date

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

COMMISSIONERS TO REVIEW AND APPROVE ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY OUTREACH AND SMALL COUNTY ROAD ASSISTANCE PROGRAMS.

MEETING DATE REQUESTED:

November 28, 2022

Statement of Issue: Under the direction of the Board, a plans and specifications package was prepared for the improvement of Slaughter Road from US HWY 19 to Harrison Blue Road under the Florida Department of Transportation's Small County Outreach Program (SCOP) and the Small County Road Assistance Program (SCRAP). This information will be presented as a Request For Proposals (RFP) and will be advertised upon receiving approval from the Board and the remaining jurisdictions.

Recommended Action: The Board should approve soliciting RFPs for the proposed widening/resurfacing scope of work to be received on January 13, 2023, and opened January 17, 2023. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact: FISCAL YR 2022/23 - \$1,091,828.07 SCOP Funding remaining
FISCAL YR 2022/23 - \$1,234,240.43 SCRAP Funding remaining

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**History, Facts & Issues:**

By the direction of the Board, plans and specifications for the improvement of Slaughter Road from US HWY 19 at its Southeast end to Harrison Blue Road at its North end under the FDOT's Small County Outreach and Small County Road Assistance Programs were prepared. These plans and specifications have been incorporated into a Request for Proposals (RFP) package that will be advertised upon receiving Board approval. The project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 2.27 miles of roadway from 18/20 ft to 24 ft wide. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications.

The Board previously entered into and approved Reimbursement Agreements with FDOT in the amount of \$2,450,000 for the Slaughter Road project. With the expected CEI expense and the estimated construction cost, Staff is concerned and has relayed to FDOT that the remaining funding may be insufficient to complete the entire project as proposed without additional money from FDOT or the Board. Of course, a last resort would be to reduce the project's scope of work. Staff will discuss the funding issue with FDOT once the Board has received known proposals and not calculated estimates.

Once the Board has approved the proposed scope of work, Staff will solicit for proposals. It is intended that proposals for this project be received on January 13, 2023, and opened January 17, 2023, regular Board meeting.

Options:

- 1) Approve the proposed scope of work for advertisement to solicit RFPs.
- 2) Revise the proposed scope of work prior to advertising for RFPs.
- 3) Reject the proposed scope of work, state reasons for denial and discontinue the project.

Attachments:

Proposed Request for Proposal package
Construction Plans (Roadway Plan Views and Quantities)

BID DOCUMENTS

Slaughter Road Widening/Resurfacing FDOT SCOP/SCRAP Project Taylor County, Florida 2016-012-ENG

November 2022

Prepared for:

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

Prepared by:

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

**North Florida Professional Services, Inc.
P.O. Box 3823
Lake City, FL 32056
386.752.4675**

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PART 1 – BIDDING REQUIREMENTS



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **Slaughter Road Widening/Resurfacing**.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for Slaughter Road Widening/Resurfacing**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than **4:00 P.M.**, local time, on **January 13, 2023**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **9:xx A.M.** local time, or as soon thereafter as practical, on **January 17, 2023**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained on-line from the following County Web Site address:
https://www.taylorcountygov.com/government/county_bids/index.php

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

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

Additional Information may be obtained from:

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

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

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

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

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

4.02 *Underground Facilities*

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

4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 Due to recent Florida Governor's Executive Order(s), a pre-Bid conference will not be scheduled for this project. Bidders shall submit all requests for additional information and clarification in writing by email to Engineer at county.engineer@taylorcountygov.com by 5:00 P.M. local time on Wednesday, January 4, 2023. Engineer will post on the Project Bidding Web site and transmit to all known prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising from such requests on Friday, January 6, 2023. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda posted, mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than the date specified (ten (10) days prior to the date for opening of Bids when not

specified) may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

- [A. Bid Bond (5%)]
- [B. Certificates of Liability Insurance or Agency Statement]
- [C. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a).]
- [F. 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.)]

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

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

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

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

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

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

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

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

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

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

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

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

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for Gas Plant Road Widening/Resurfacing. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.

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

BID FORM

Gas Plant Road Widening/Resurfacing

2016-011-ENG

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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.

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- 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):

Slaughter Road Widening/Resurfacing Project

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

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

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

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

ARTICLE 6 – TIME OF COMPLETION

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

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of _____
- B. Certificate of Liability Insurance or Agency Statement
- C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
- D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
- E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- F. 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): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

*Slaughter Road Widening/Resurfacing
Taylor County, Florida*

Contract: The intent of this contract is to secure all labor and equipment required for the Slaughter Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing and adding 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:

(Signature)

STATE OF FLORIDA
COUNTY OF TAYLOR

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

Witness my hand and official seal this ____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this ____ day of _____, _____

by _____.

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

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

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

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

Whose business address is _____
_____ and

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, 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:

WitnessBy: _____
Signature_____
Witness_____
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally _____ appeared _____ (Name(s)) of _____ individual(s) who _____ appeared before notary) _____ 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, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

PART 2– CONTRACT FORMS

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

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

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

ARTICLE 1 - WORK

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

Slaughter Road Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the Slaughter Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

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

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

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

North Florida Professional Services, Inc.
P.O. Box 3823
Lake City, Florida 32056
386.752.4675

3.02 The Project will be administered by:

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

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 170 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof or calculation, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Correction Period/Warranty

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

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

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

	(\$ <u> </u>)
(words)	(numerals)

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

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

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Five percent (5%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

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

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground

Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 133 sheets with each sheet bearing the following general title: Gas Plant Road Widening & Resurfacing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers _____ to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Preference To State Residents

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

10.06 Public Records Provision

A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Indemnification and Insurance

- A. To the extent provided by law, Contractor, Subcontractor(s), Consultant(s), or Subconsultant(s) shall indemnify and hold harmless Owner and the State of Florida, Department of Transportation, including their respective officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, Subcontractor(s), Consultant(s), or Subconsultant(s) and other persons employed or utilized by the Contractor, Subcontractor(s), Consultant(s), or Subconsultant(s) in the performance of this Contract.
- B. This indemnification shall survive termination of this Contract.

10.08 Other Provisions

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

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

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

OWNER:

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

[COUNTY SEAL]

Attest: Gary Knowles

Title: Taylor County Clerk of Court

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

CONTRACTOR:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

License No.: _____ (Where applicable)

Agent for service or process: _____

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

BID BOND

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

BIDDER (Name and Address):

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

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

BID

Bid Due Date: January 13, 2023

Project (Brief Description Including Location): *Slaughter Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Slaughter Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

(Figures)

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

BIDDER**SURETY**

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

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

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

CONTRACT

Date:

Amount:

Description (Name and Location): *Slaughter Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Slaughter Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

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

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (engineer or other party)

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

CONTRACT

Date:

Amount:

Description (Name and Location): *Slaughter Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Slaughter Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-615 (2002 Edition)

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

PART 3 – CONDITIONS OF THE CONTRACT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
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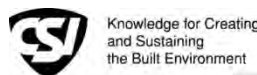
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The Associated General Contractors of America



Construction Specifications Institute

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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS**ARTICLE 1 - DEFINITIONS AND TERMINOLOGY****1.01 Defined Terms**

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

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

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

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

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

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract

Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

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

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

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

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

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

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

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

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

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

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or

circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

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

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

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

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

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

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

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

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

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

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

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

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

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a

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

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives

of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

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

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

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

3.02 *Reference Standards*

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or

discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

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

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

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent

structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

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

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

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

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

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

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

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

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

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

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

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the

Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

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

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor

may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree

as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the Scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the

Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

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

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone

directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the

coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

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

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

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

advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers,

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

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

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

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

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

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing

directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or

occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools,

appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or

all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

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

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

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

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

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

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data

about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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

6.06 Concerning Subcontractors, Suppliers, and Others

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

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

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

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

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and

Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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

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

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

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

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

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

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

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

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

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

2. Each submittal shall bear a stamp or specific written

certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending

resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if

prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

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

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

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other

contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

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

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

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

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

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

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

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

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

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other

individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

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

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general Scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such

Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items,

and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease

in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not

defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the

acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments

and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the

Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the

Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor

begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

- A. *Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. *No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B. *Not Used.*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. *The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
 - 1. *Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*

a. <i>State</i>	<i>Statutory</i>
b. <i>Applicable Federal (e.g., Longshoreman's)</i>	<i>Statutory</i>
c. <i>Employer's Liability</i>	<i>\$100,000</i>
 - 2. *Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*

a. <i>General Aggregate</i>	<i>\$1,000,000</i>
b. <i>Products – Completed Operations Aggregate</i>	<i>\$1,000,000</i>
c. <i>Personal and Advertising Injury</i>	<i>\$1,000,000</i>
d. <i>Each Occurrence (Bodily Injury and Property Damage)</i>	<i>\$1,000,000</i>
e. <i>Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.</i>	
f. <i>Excess or Umbrella Liability</i>	
1) <i>General Aggregate</i>	<i>\$1,000,000</i>
2) <i>Each Occurrence</i>	<i>\$1,000,000</i>
 - 3. *Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:*

- a. *Bodily Injury:*
 - 1) *Each person* \$1,000,000
 - 2) *Each Accident* \$1,000,000
 - b. *Property Damage:*
 - 1) *Each Accident* \$ 500,000
 - c. *Combined Single Limit of* \$1,000,000
4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*
- a. *Bodily Injury:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000
 - b. *Property Damage:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. *The Contractor shall not award work valued at more than forty (40%) percent of the Contract Amount to Subcontractor(s), without prior written approval of the Owner.*

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
- 1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
 - 2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
 - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
 - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Kenneth Dudley, County Engineer
Hank Evans, Public Works Department Director
LaWanda Pemberton, County Administrator*

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

SC-16

The venue for all disputes shall be Taylor County, Florida.

PART 4— SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving Slaughter Road under the terms of an FDOT SCOP Agreement. Such improvements include widening and resurfacing an existing approximately 18/20 ft wide road to a 24 ft wide paved roadway by installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with “Florida Department of Transportation (FDOT) Standard Plans for Road and Bridge Construction”, latest edition or “FDOT Standard Specifications for Road and Bridge Construction”, latest edition and as amended or supplemented by these specifications, plans and Contract documents.
2. FDOT MODIFICATIONS - When “FDOT Standard Plans for Road and Bridge Construction” or “FDOT Standard Specifications for Road and Bridge Construction” refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When “FDOT Standard Plans for Road and Bridge Construction” or “FDOT Standard Specifications for Road and Bridge Construction” refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation FDOT Standard Plans for Road and Bridge Construction, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor’s expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to

- removal. Reference points shall be installed and documentation provided to the County upon project completion.
7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
 8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements. All asphalt testing shall be based on a 2,000 ton Lot size.
 9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
 10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
 11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional width or thickness of base material.
 12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. AEP is the preferred Prime material. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Unless otherwise authorized, NTSS-1hm, Trackless Tack, will not be permitted as a prime material. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.
 13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
 14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.
 15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
 16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
 17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

PART 5 – DRAWINGS (BOUND SEPARATELY)

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
5	PROJECT NOTES
6	PROJECT CONTROL
7 - 17	PLAN SHEETS
18 - 28	PROFILES
29	SPECIAL DETAILS
30 - 35	DRAINAGE STRUCTURES
36 - 95	CROSS SECTIONS
96	STORMWATER POLLUTION PREVENTION PLAN
97	TEMPORARY TRAFFIC CONTROL PLANS
SQ-1 - SQ-20	SUMMARY OF QUANTITIES

GOVERNING CRITERIA:

Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways 2018 Edition.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2020-2021 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: N/A

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, JUL 20 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

CONTRACT PLANS

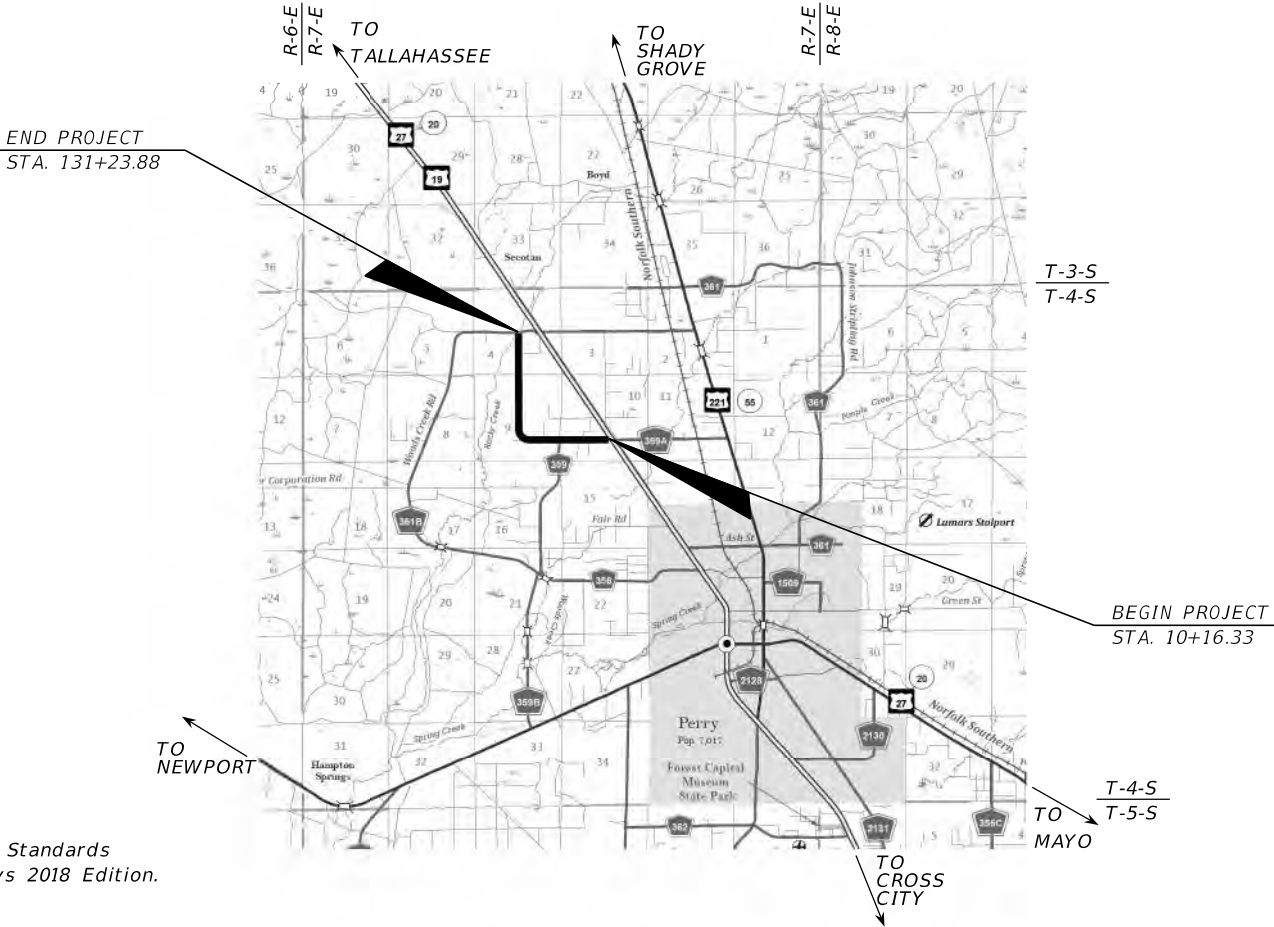
SLAUGHTER ROAD

FINANCIAL PROJECT ID 436462-1-54-01

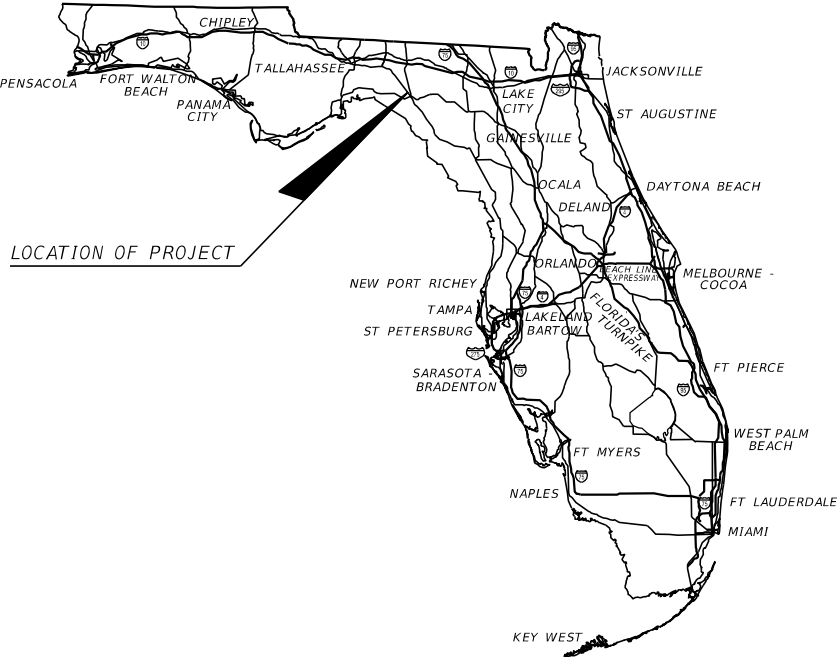
FINANCIAL PROJECT ID 436462-2-54-01

L200311TCC

TAYLOR COUNTY PROJECT NO. 2016-012-ENG



2.265 MILES



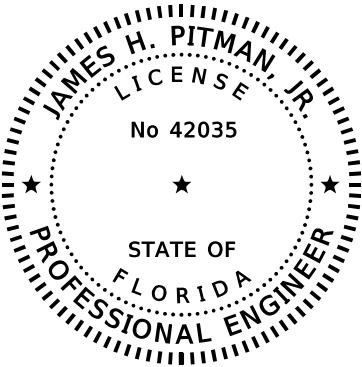
THESE PLANS WERE PREPARED FOR THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAS FUNDED BY THE FDOT SCOP PROGRAM.

ROADWAY PLANS

ENGINEER OF RECORD:

JAMES H. PITMAN, JR., P.E.
P.E. LICENSE NUMBER 42035
NORTH FLORIDA PROFESSIONAL SERVICES
P.O. BOX 3823
LAKE CITY, FL 32056
CERTIFICATE OF AUTHORIZATION 00029011

FISCAL YEAR	SHEET NO.
22	1



THIS DOCUMENT HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED
IN THE ELECTRONIC DOCUMENTS.

NORTH FLORIDA PROFESSIONAL
SERVICES, INC.
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION: 29011
JAMES H. PITMAN, JR., P.E. NO. 42035

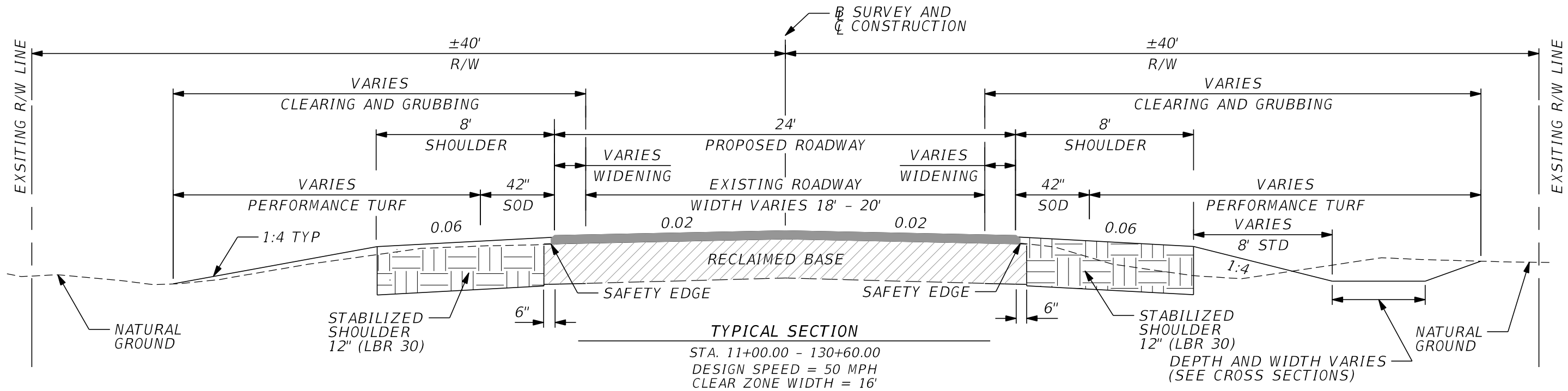
THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
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SQ-1 - SQ-20	SUMMARY OF QUANTITIES

REVISIONS				JAMES H. PITMAN, JR., P.E. P.E. LICENSE NUMBER 42035 NORTH FLORIDA PROFESSIONAL SERVICES P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	TAYLOR COUNTY		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
					ROAD NO.	FINANCIAL PROJECT ID		
					SLAUGHTER RD	436462-1-58-01		2

PROPOSAL SUMMARY OF PAY ITEMS FOR PROJECT SLAUGHTER RD.				
PROJECT : 436462-1		COUNTY : TAYLOR		COUNTY/SECTION : 38570
0001 SUMMARY OF ROADWAY				
ITEM NUMBER	ITEM DESCRIPTION	UNIT	436462-1	QUANTITY TOTAL
0101- 1-	MOBILIZATION	LS	1.000	1.000
0102- 1-	MAINTENANCE OF TRAFFIC	LS	1.000	1.000
0102- 60-	WORK ZONE SIGN	ED	4680.000	4680.000
0102- 74- 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	21960.000	21960.000
0104- 10- 3	SEDIMENT BARRIER	LF	18667.000	18667.000
0110- 1- 1	CLEARING AND GRUBBING	LS	1.000	1.000
0110- 4- 10	REMOVAL OF EXISTING CONCRETE	SY	163.000	163.000
0110- 7- 1	MAILBOX, F&I SINGLE	EA	46.000	46.000
0120- 1-	REGULAR EXCAVATION	CY	2829.000	2829.000
0120- 6-	EMBANKMENT	CY	12184.000	12184.000
0160- 4-	TYPE B STABILIZATION	SY	19062.000	19062.000
0210- 2	LIMEROCK, NEW MATERIAL FOR REWORKING BASE	CY	1845.900	1845.900
0283- 71-101	RECLAIMED ASPHALT PAVEMENT BASE COURSE, LIMEROCK BLENDED (MINIMUM 10")	SY	33227.000	33227.000
0285-701-	OPTIONAL BASE, BASE GROUP 01	SY	697.000	697.000
0285-706-	OPTIONAL BASE, BASE GROUP 06	SY	8867.000	8867.000
0285-708-	OPTIONAL BASE, BASE GROUP 08	SY	118.000	118.000
0286- 1-	TURNOUT CONSTRUCTION/DRIVEWAY BASE- OPTIONAL MATERIALS	SY	2508.000	2508.000
0327- 70- 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	1756.000	1756.000
0334- 1- 13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	2668.820	2668.820
0337- 7- 83	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-12.5, PG 76-22	TN	2929.090	2929.090
0430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 14" X 23" SD	LF	804.000	804.000
0430-175-124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	28.000	28.000
0430-175-142	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 42"S/CD	LF	112.000	112.000
0430-542-300	STRAIGHT CONCRETE ENDWALLS, 42", TRIPLE, 0 DEGREES, ROUND	EA	2.000	2.000
0430-542-400	STRAIGHT CONCRETE ENDWALLS, 42", QUAD, 0 DEGREES, ROUND	EA	2.000	2.000
0430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	8.000	8.000
0430-984-625	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 14" X 23" SD	EA	54.000	54.000
0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	127.000	127.000
0546- 71- 1	RAISED RUMBLE STRIP SET- PERMANENT	PS	8.000	8.000
0570- 1- 1	PERFORMANCE TURF	SY	57691.000	57691.000
0570- 1- 2	PERFORMANCE TURF, SOD	SY	11160.000	11160.000
PROPOSAL SUMMARY OF PAY ITEMS FOR PROJECT SLAUGHTER RD.				
PROJECT : 436462-1		COUNTY : TAYLOR		COUNTY/SECTION : 38570
0002 SUMMARY OF SIGNING				
ITEM NUMBER	ITEM DESCRIPTION	UNIT	436462-1	QUANTITY TOTAL
0700 1 11	SINGLE POST SIGN, F&I GROUND MT, UP TO 12 SF	AS	22.000	22.000
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	1.000	1.000
0700 1 60	SINGLE POST SIGN, REMOVE	AS	17.000	17.000
0705 10 1	OBJECT MARKER, TYPE 1	EA	18.000	18.000
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	502.000	502.000
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1.000	1.000
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	210.300	210.300
0711 16101	THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	GM	4.497	4.497
0711 16201	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SOLID, 6"	GM	3.357	3.357
0711 16231	THERMOPLASTIC, OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.907	0.907
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.				

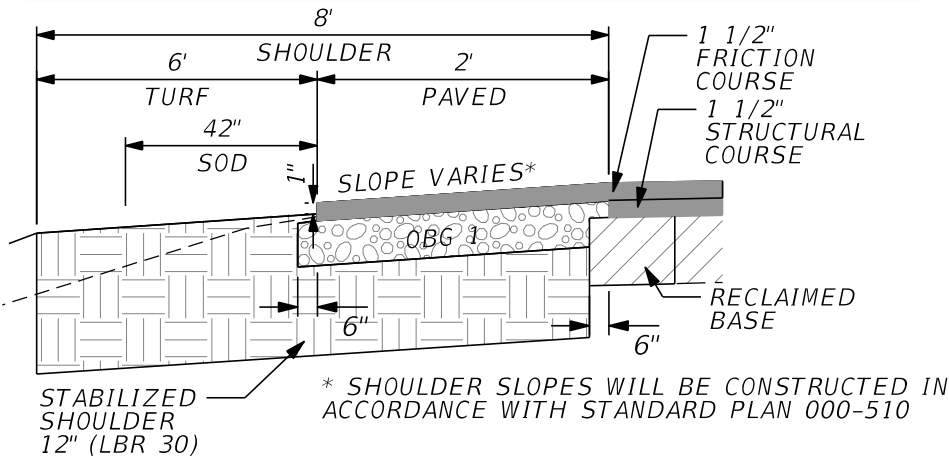
REVISIONS				JAMES H. PITMAN, JR., P.E. P.E. LICENSE NUMBER 42035 NORTH FLORIDA PROFESSIONAL SERVICES P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	TAYLOR COUNTY		SUMMARY OF PAY ITEMS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	FINANCIAL PROJECT ID		3
					SLAUGHTER RD	436462-1-58-01		



RECLAIMED BASE NOTES

- 1. EXCAVATE THE WIDENING TRENCH AND CONSTRUCT OBG 6 BASE, FLUSH WITH THE SURFACE OF THE EXISTING PAVEMENT.
- 2. PLACE A 2" AVERAGE LIFT OF LIMEROCK ACROSS THE EXISTING TRAVEL LANE PAVEMENT AND THE WIDENING AREA.
- 3. MIX THE ENTIRE ROADWAY WIDTH (25') TO A DEPTH OF 10".
- 4. SHAPE, COMPACT AND PRIME THE COMPOSITE BASE MATERIAL, 25' WIDE.
- 5. PLACE STRUCTURAL COURSE OVER ENTIRE ROADWAY SURFACE. (24' 4")
- 6. FOR AREAS THAT ARE TO HAVE A PAVED SHOULDER, EXCAVATE THE BASE TRENCH AND CONSTRUCT OBG 1, FLUSH WITH STRUCTURAL COURSE SURFACE.
- 7. PLACE FRICTION COURSE, 24' WIDE PLUS SAFETY EDGE ON BOTH SIDES.
- 8. SEE PAVEMENT STRUCTURE LAYER DETAIL ON THIS SHEET.

PAVED SHOULDER DETAIL



RESURFACING

COMPOSITE RECLAIMED BASE, 10" THICK WITH SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C), (1.5") AND ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC C, FC-12.5, PG 76-22)(1.5")

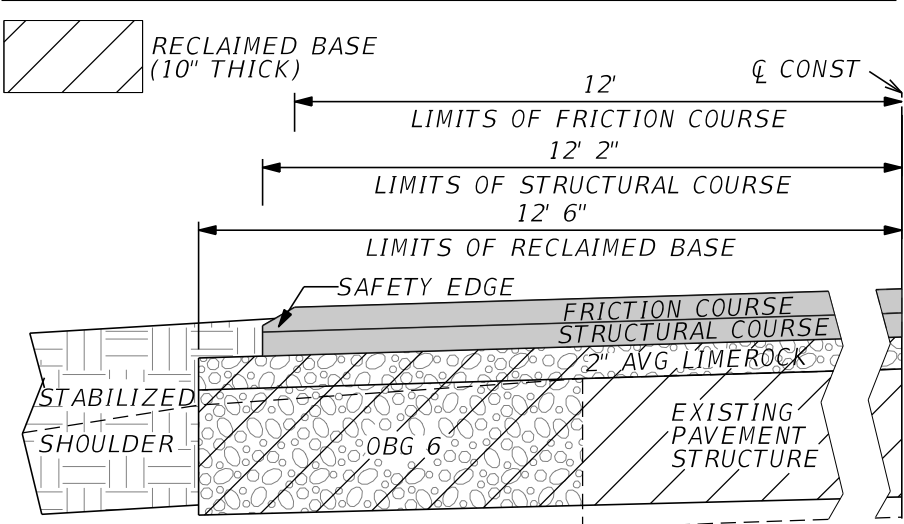
WIDENING

COMPOSITE RECLAIMED BASE, 10" THICK, WITH SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C), (1.5") AND ASPHALTIC CONCRETE FRICTION COURSE (TRAFFIC C, FC-12.5, PG 76-22)(1.5")

TYPICAL SECTION NOTES

- 1. SELECT AREAS SHOWN IN THE PLAN SHEETS WILL REQUIRE A 2 FOOT PAVED SHOULDER. SEE PAVED SHOULDER DETAIL.
- 2. AREAS AT BEGIN AND END PROJECT LOCATIONS WILL REQUIRE WIDENING. PAVEMENT STRUCTURE WILL CONSIST OF OBG 8, 1.5" OF STRUCTURAL COURSE AND 1.5" OF FRICTION COURSE, FC - 12.5.
- 3. THE FINISHED ROADWAY SURFACE WILL BE APPROXIMATELY 5" HIGHER THAN THE EXISTING SURFACE. TRANSITION TO SIDESTREETS AND DRIVEWAYS AS PER SPECIAL DETAILS ON SHEET 18. CONSTRUCT PROFILE TRANSITION AT THE BEGINNING AND END OF THE PROJECT AS PER DETAIL ON SHEET 18.
- 4. COMPACTION WILL BE LIMITED TO STATIC MODE ONLY.
- 5. CONSTRUCT A SAFETY EDGE BY ATTACHING A DEVICE TO THE SCREED OF THE PAVER TO CONFINE AND EXTRUDE THE ASPHALT MATERIAL AT THE EDGE OF THE END GATE TO CREATE A COMPACTED WEDGE SHAPED PAVEMENT, AS DETAILED ON THIS SHEET.
- 6. SOD SHALL BE 42" ROLLED BERMUDA.

PAVEMENT STRUCTURE LAYER DETAIL



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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	FINANCIAL PROJECT ID		
					SLAUGHTER RD	436462-1-58-01		
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GENERAL NOTES:

1. THE SITE IS LOCATED IN SECTION 4,9 AND 10, TOWNSHIP 4 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA.

2. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO INSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE CEI ENGINEER OF SUCH DIFFERENCES IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK.

3. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A SECURE MANNER. ALL OPEN TRENCHES AND EXCAVATED AREAS SHALL BE PROTECTED FROM ACCESS BY THE GENERAL PUBLIC.

4. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WITHIN PROJECT AREA.

5. TOPO INFORMATION SHOWN, WAS OBTAINED FROM A TOPOGRAPHIC SURVEY PREPARED BY DELTA PROFESSIONAL LAND SERVICES, FLORIDA CERTIFICATE NO. LB 7739.

6. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL HAVE THE MONUMENTATION REPLACED BY A PROFESSIONAL LAND SURVEYOR AT THE CONTRACTORS EXPENSE.

7. THE CONTRACTOR SHALL IMPLEMENT ALL COMPONENTS OF HIS EROSION AND SEDIMENTATION CONTROL PLAN PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL COMPONENTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL VEGETATION IS ESTABLISHED, THE ENTIRE PROJECT AREA IS STABILIZED AND THE OWNER HAS ACCEPTED OPERATION AND MAINTENANCE.

8. ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS. FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THROUGH AUGUST, THE MIX SHALL CONSIST OF 70 PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.

9. IF UNSUITABLE PLASTIC MATERIAL IS ENCOUNTERED DURING GRADING, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL TO A DEPTH OF 24" BELOW FINISHED GRADE WITHIN THE CONSTRUCTION LIMITS. SEE FDOT STD. PLAN 120-002.

10. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.

11. REGRADE DITCHES A MINIMUM OF 25 FEET AT SIDE DRAINS AND CROSS DRAINS TO PROVIDE A SMOOTH TRANSITION TO THE NEW CULVERT AND TO MAINTAIN POSITIVE FLOW GRADIENTS. COST TO BE INCLUDE IN THE COST OF THE END TREATMENT.
12. ALL WORK PERFORMED FOR THIS PROJECT SHALL BE INSPECTED BY AN AUTHORIZED REPRESENTATIVE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY ON A FIVE DAY, 8:00 A.M. ~ 5:00 P.M., MONDAY THROUGH FRIDAY WORK WEEK, EXCLUDING COUNTY-DESIGNATED HOLIDAYS. IF WEEKEND WORK BECOMES NECESSARY, IT MUST BE AUTHORIZED BY THE COUNTY'S REPRESENTATIVE AT LEAST THREE DAYS PRIOR TO SCHEDULING OF SUCH WORK.

13. THE CONTRACTOR SHALL SUBMIT A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM NOTICE OF INTENT ALONG WITH SUPPORTING DOCUMENTATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMIT FEES.

14. CONTRACTOR SHALL REPLACE MAILBOXES DURING CONSTRUCTION.

15. ALL CONSTRUCTION ACTIVITIES AND MATERIAL SHALL MEET THE FDOT STANDARD SPECIFICATIONS, JULY 2020 EDITION.

16. CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FDOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON THE RELEVANT PHASE OF THE PROJECT.

17. BURNING OF MATERIALS OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THIS PROJECT.

18. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT AREAS.CONTRACTOR SHALL CONTACT 811 OR 1-800-432-4770 AT LEAST 2 BUSINESS DAYS BEFORE BEGINNING CONSTRUCTION.

19. CONTACT PHONE NUMBERS;
- | UTILITY OWNER | CONTACT | EMAIL ADDRESS | PHONE |
|---------------------------------|--------------------|-------------------------------|----------------------|
| CENTURYLINK | NETWORK RELATIONS | RELATIONS@CENTURYLINK.COM | (877) 366-8344 X2 |
| COMCAST COMMUNICATIONS | LARRY PAYNE | | (904) 380-6331 |
| CONSOLIDATED COMMUNICATION | TRAVIS BURGE | TRAVIS.BURGE@CONSOLIDATED.COM | (850) 229-7338 |
| DUKE ENERGY | BOB CLARK | | (850) 342-2291 |
| VERIZON | DEAN BOYERS | | (469) 886-4238 |
| TRI-COUNTY ELECTRIC COOPERATIVE | ANTONIO RICHARDSON | ARICHARDSON@TCEC.COM | (850) 973-2285 X 337 |
| UNITI FIBER LLC | BOB MENSCHING | BOB.MENSCHING@UNITI.COM | (904) 718-8152 |
- PAY ITEM NOTES:
- | | | | |
|--------------|---|--------------|--|
| 0210- 2- | INCLUDES LIMEROCK MATERIAL TO BE USED IN BASE RECLAMATION | 0430-174-218 | DRAINAGE PIPE QUANTITIES SHOWN IN THE SUMMARY BOXES EXCLUDE |
| | | THRU | THE "f" DIMENSION, AS DESCRIBED IN FDOT STANDARD PLANS 430-021 |
| 0283- 71-101 | INCLUDES PLACING LIMEROCK MATERIAL, MIXING THE ROADWAY INTO A COMPOSITE BASE MATERIAL AND SHAPING AND COMPACTING THE RECLAIMED BASE | 0430-175-142 | AND 430-022 |
| | | 0706- 1- 3 | BASED ON TWO LIFTS |
| 0286- 1- | INCLUDES EXCAVATING TURNOUT PAD AREA. ALSO INCLUDES PROVIDING, PLACING, COMPACTING AND PRIMING OF THE BASE MATERIAL. | | |
- TESTING NOTES
1. PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.

2. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABALIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER 1,000 FT OF ROADWAY, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED LBR 40. NO UNDER TOLERANCE PERMITTED.

3. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABALIZED SHOULDER AT A FREQUENCY OF ONE TEST PER 2,000 FT, OR AT A MINIMUM OF TWO TESTS PER SIDE OF ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED LBR 30. NO UNDER TOLERANCE PERMITTED.

4. IN-PLACE THICKNESS OF EACH COURSE OF A STABALIZED SUBGRADE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.

5. PERFORM COMPACTION TESTING FOR STABALIZED SUBGRADE AND FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500' SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0-% OF MODIFIED PROCTOR DENSITY(AASHTO T180).

6. PERFORM MODIFIED PROCTOR TESTING FOR BASE COURSE AT A FREQUENCY OF TEST PER LIFT PER 4,000 FT OF ROADWAY, OR AT A MINIMUM OF ONE TEST PER ROADWAY SEGMENT, WHICHEVER IS GREATER.

7. PERFORM COMPACTION TESTING FOR BASE COURSE THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0-% OF MODIFIED PROCTOR DENSITY(AASHTO T180).

8. IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. CORRECT AREAS OF INSUFFICIENT THICKNESS GREATER THAN 1/2".

9. CORRECT ALL AREAS OF EACH BASE COURSE THAT ARE FOUND TO BE AT AN ELEVATION OF MORE THAN (+/-) 1/4" AWAY FROM PLAN ELEVATION AND ROADWAY TEMPLATE.

10. ASPHALT CONCRETE MIXES SHALL BE A CURRENT FDOT APPROVED DESIGN OF THE MATERIAL ACTUALLY USED. SAMPLES OF MATERIALS DELIVERED TO THE SITE SHALL BE TESTED IN ACCORDANCE WITH FDOT REQUIREMENTS TO VERIFY THAT AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED CRITERIA.

11. SUFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT FDOT STANDAR SPECIFICATIONS. CORE DENSITIES SHALL BE DETERMINED USING THE VACUUM CORE DRY VS. FAN METHOD. FIELD DENSITIES, CORING LOCATIONS AND PLANT SAMPLING SHALL BE CONDUCTED AND OBTAINED ACCORDING TO THWE RANDOM NUMBER TABLES PROVIDED BY THE COUNTY. A MINIMUM OF THREE DENSITY TESTS PER ROADWAY SEGMENT PER DAY AND TESTING OF ONE PLANT SAMPLE PER DAY WILL BE REQUIRED.

12. THE TESTING OF ALL ASPHALT SHALL BE RESTRICTED TO 2,000 TON LOTS.

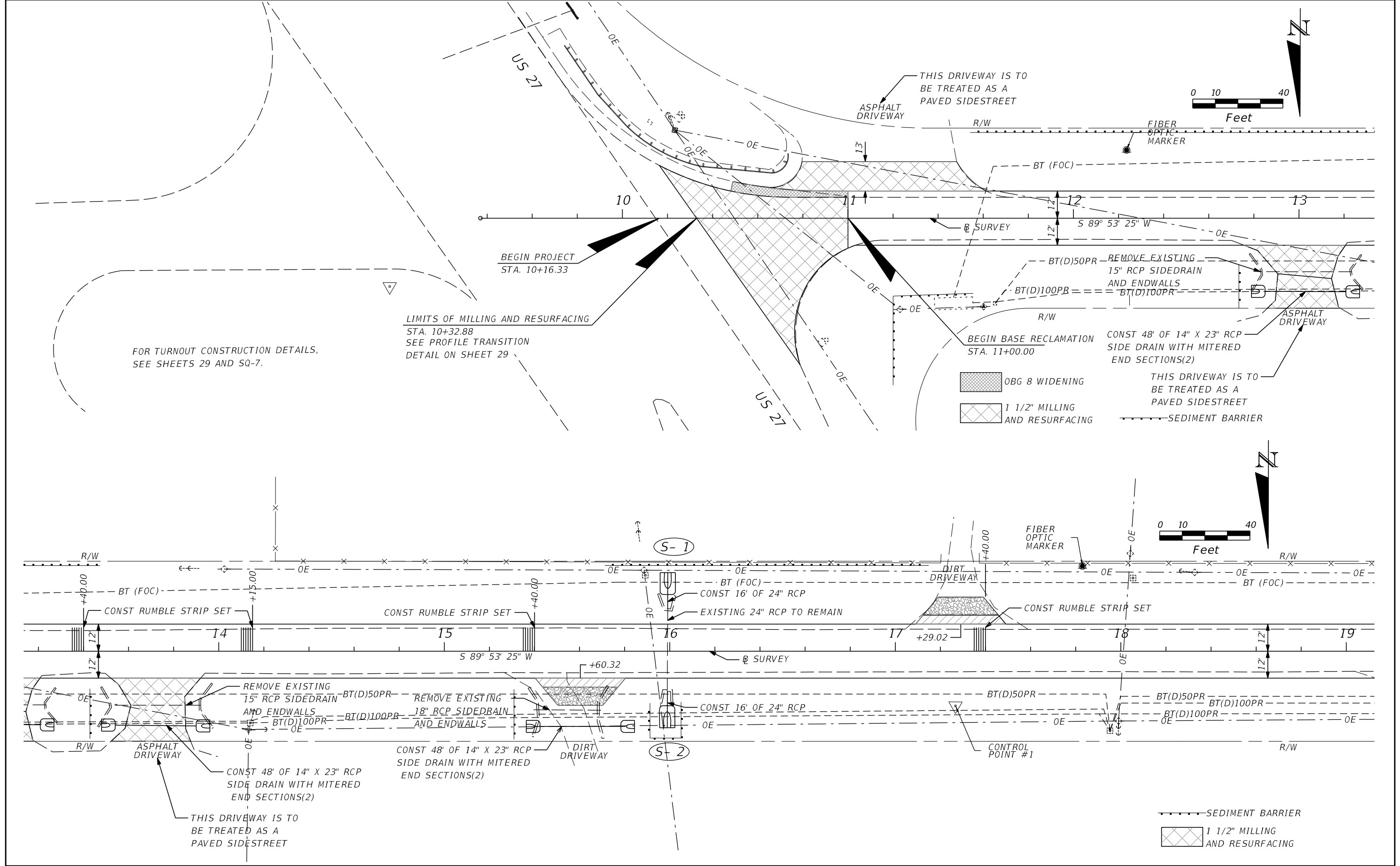
13. FDOT SPECIFICATION IS MODIFIED AS FOLLOWS, TO REDUCE THE MAXIMUM DEVIATION ON AN ASPHALT LIFT'S SPREAD RATE.
330-6.1.5.2 Maximum Spread Rate Tolerances: When an individual spread rate, measured in accordance with 330-6.1.5.1, is beyond plus or minus 10% of the target spread rate, stop the construction operation until the issue is resolved. Address the unacceptable pavement in accordance with 330-9.5. The following areas are exempt from a work stoppage based solely on the calculated spread rate: median crossovers, turnouts, variable thickness overbuild courses, leveling courses, miscellaneous asphalt pavement, as well as, turn lanes and ramps less than 1,000 feet.

14. LANE AND SHOULDER SLOPES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS 000-51 AND 000-511.

15. ROADWAY CROSS SLOPE VERIFICATION (QC AND VT) SHALL ALSO INCLUDE COMPLIANCE AT ALL SUPERELEVATED CRITICAL LOCATIONS.
- | REVISIONS | | | | JAMES H. PITMAN, JR., P.E.
P.E. LICENSE NUMBER 42035
NORTH FLORIDA PROFESSIONAL SERVICES
P.O. BOX 3823
LAKE CITY, FLORIDA 32056
CERTIFICATE OF AUTHORIZATION 29011 | TAYLOR COUNTY | | PROJECT NOTES | SHEET NO. |
|-----------|-------------|------|-------------|---|---------------|----------------------|---------------|-----------|
| DATE | DESCRIPTION | DATE | DESCRIPTION | | ROAD NO. | FINANCIAL PROJECT ID | | |
| | | | | | SLAUGHTER RD | 436462-1-58-01 | | 5 |
| | | | | | | | | |
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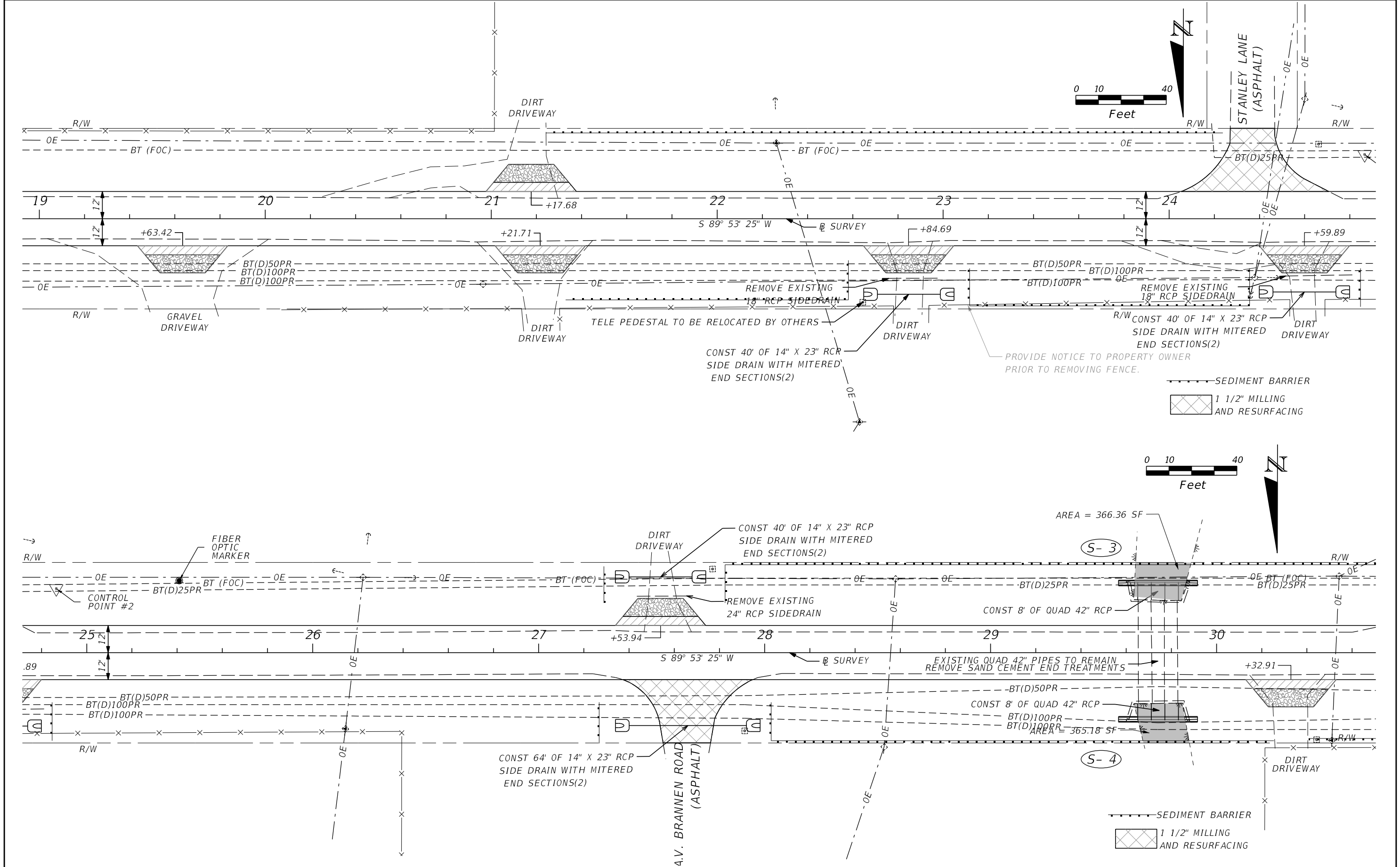
COORDINATE DATA														
SURVEY CONTROL POINTS								CENTERLINE CONTROL POINTS						
CONTROL POINT	DESCRIPTION	STATION	OFFSET	SIDE	ELEV.	COORDINATES		DESCRIPTION	STATION	COORDINATES				
						NORTH	EAST			NORTH	EAST			
1	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	17+26.69	24.19	RT	40.12	417 991.670	2 248 568.206	BEGIN PROJECT SLAUGHTER ROAD	11+00.00	417 968.690	2 249 194.940			
2	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	24+86.52	28.37	LT	40.55	417 937.654	2 247 808.476	POINT OF INTERSECTION	41+12.39	417 962.912	2 246 182.559			
3	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	31+10.95	24.64	RT	39.11	417 989.473	2 247 183.945	PC CURVE CLSUR_5	60+66.13	417 938.260	2 244 228.974			
4	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	36+70.21	30.61	LT	39.43	417 933.145	2 246 624.793	PI CURVE CLSUR_6	67+87.93	417 929.196	2 243 507.225			
5	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	42+21.26	13.52	RT	71.00	417 975.054	2 246 073.529	MOC CURVE CLSUR_7	69+92.33	418 654.413	2 244 219.979			
6	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	48+55.33	28.83	LT	39.62	417 982.362	2 245 439.317	PC CURVE CLSUR_8	71+96.72	418 650.993	2 243 503.779			
7	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	54+36.84	17.62	LT	39.65	417 928.579	2 244 858.440	END PROJECT SLAUGHTER ROAD	130+60.00	424 514.180	2 243 470.800			
8	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	62+73.95	37.01	LT	40.91	417 930.032	2 244 013.557							
9	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	68+69.97	27.89	LT	38.72	418 323.392	2 243 553.555							
10	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	74+05.16	40.00	RT	39.19	418 859.638	2 243 542.590							
11	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	80+98.22	33.00	RT	38.09	419 552.652	2 243 531.699							
12	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	89+30.90	31.46	RT	38.26	420 385.309	2 243 525.476							
13	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	96+53.28	33.46	RT	39.22	421 107.686	2 243 523.410							
14	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	105+24.58	28.74	RT	40.50	421 978.950	2 243 513.787							
15	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	112+16.22	30.62	RT	40.56	422 670.589	2 243 511.780							
16	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	118+19.33	14.88	LT	42.53	423 273.431	2 243 462.888							
17	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	126+81.01	10.98	LT	40.45	424 135.117	2 243 462.033							
18	5/8" IRON ROD AND CAP STAMPED " L.B. # 7739"	131+47.80	0.36	LT	40.50	424 601.991	2 243 469.939							
REVISIONS				JAMES H. PITMAN, JR., P.E. P.E. LICENSE NUMBER 42035 NORTH FLORIDA PROFESSIONAL SERVICES P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011		TAYLOR COUNTY		PROJECT CONTROL			SHEET NO.			
DATE	DESCRIPTION		DATE			DESCRIPTION					ROAD NO.		FINANCIAL PROJECT ID	
											SLAUGHTER RD		436462-1-58-01	

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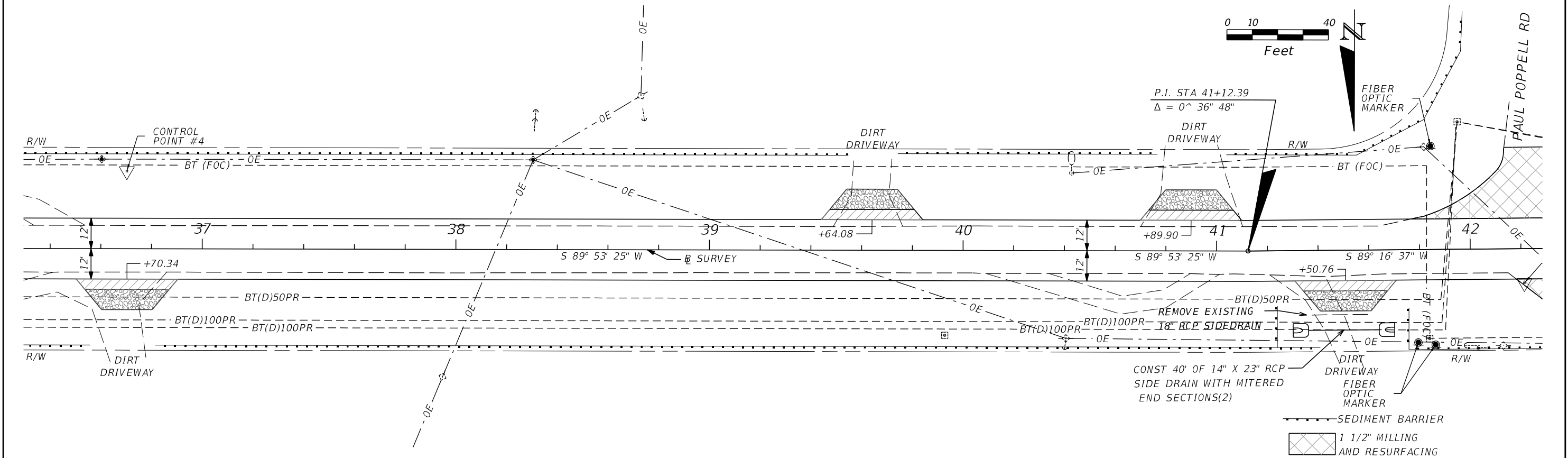
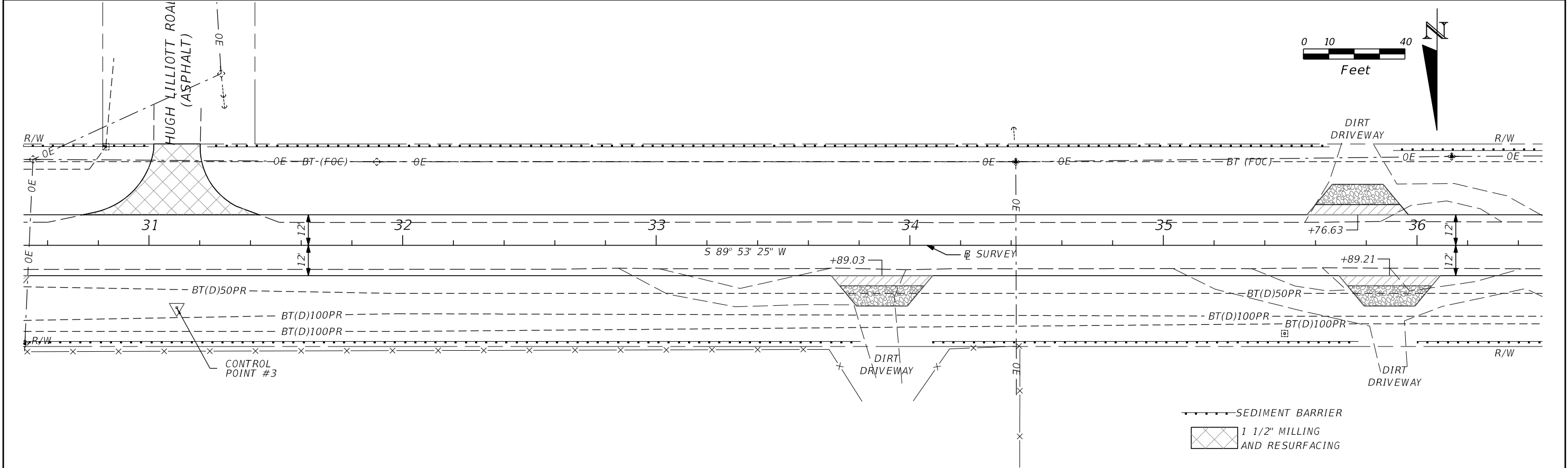
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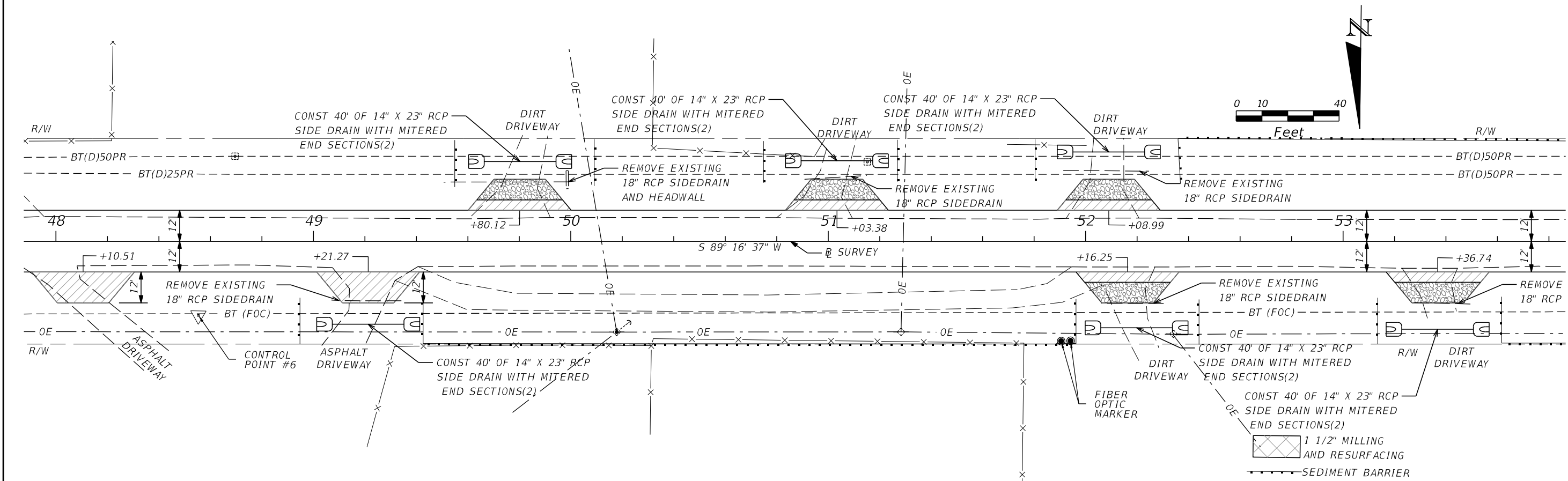
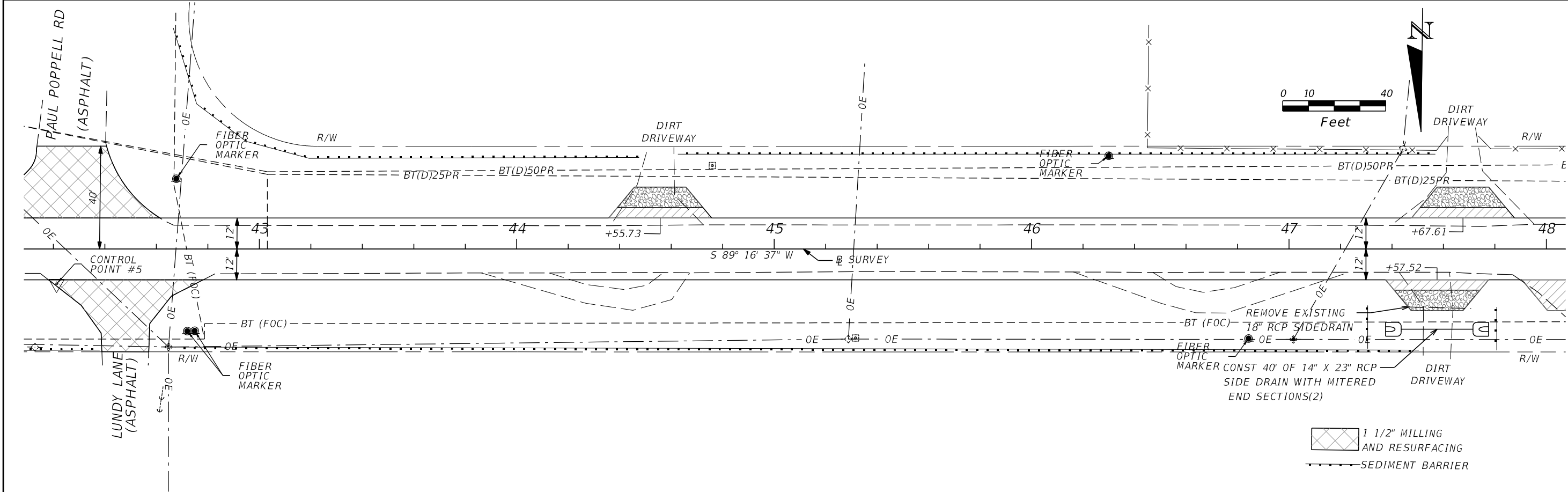
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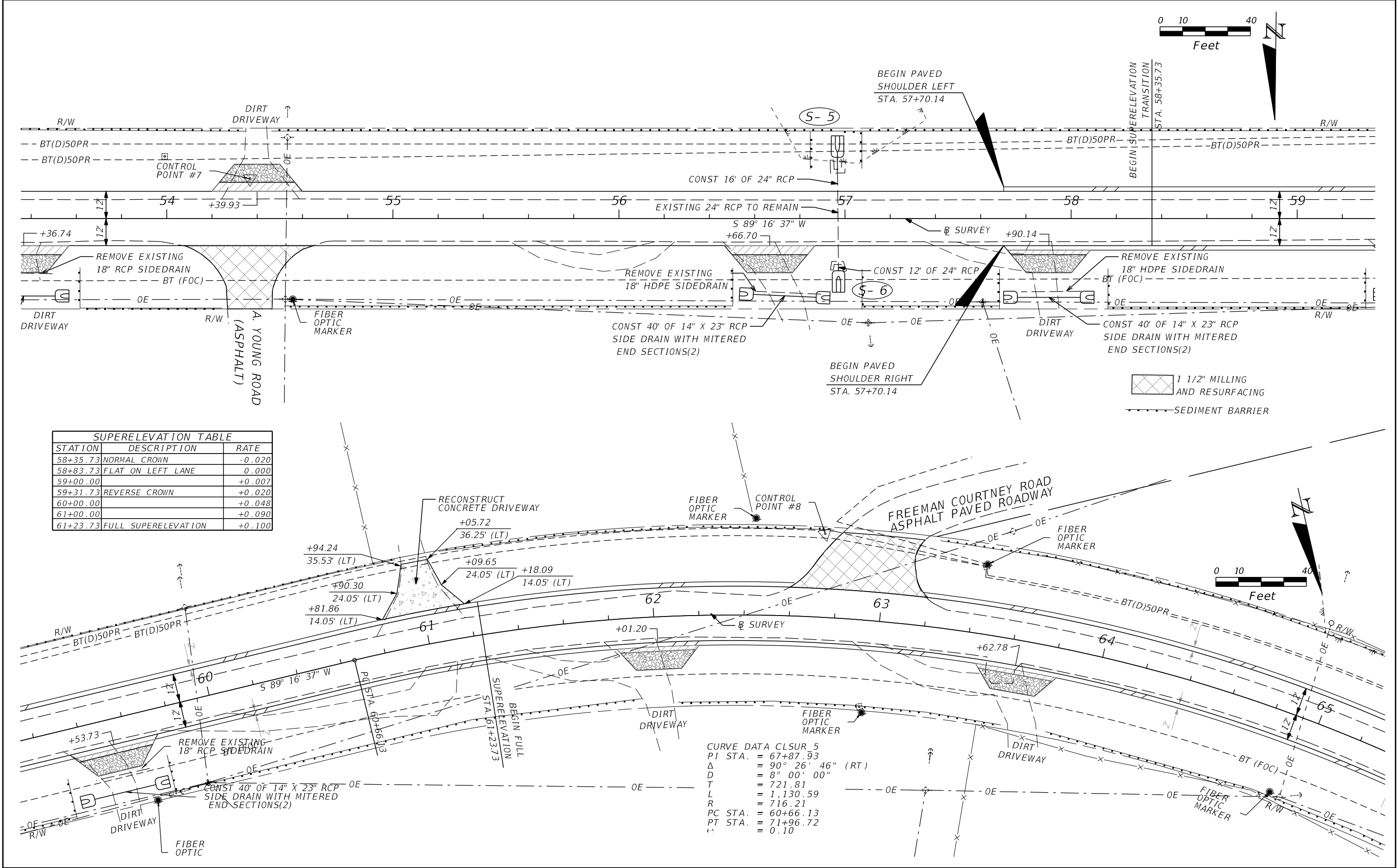
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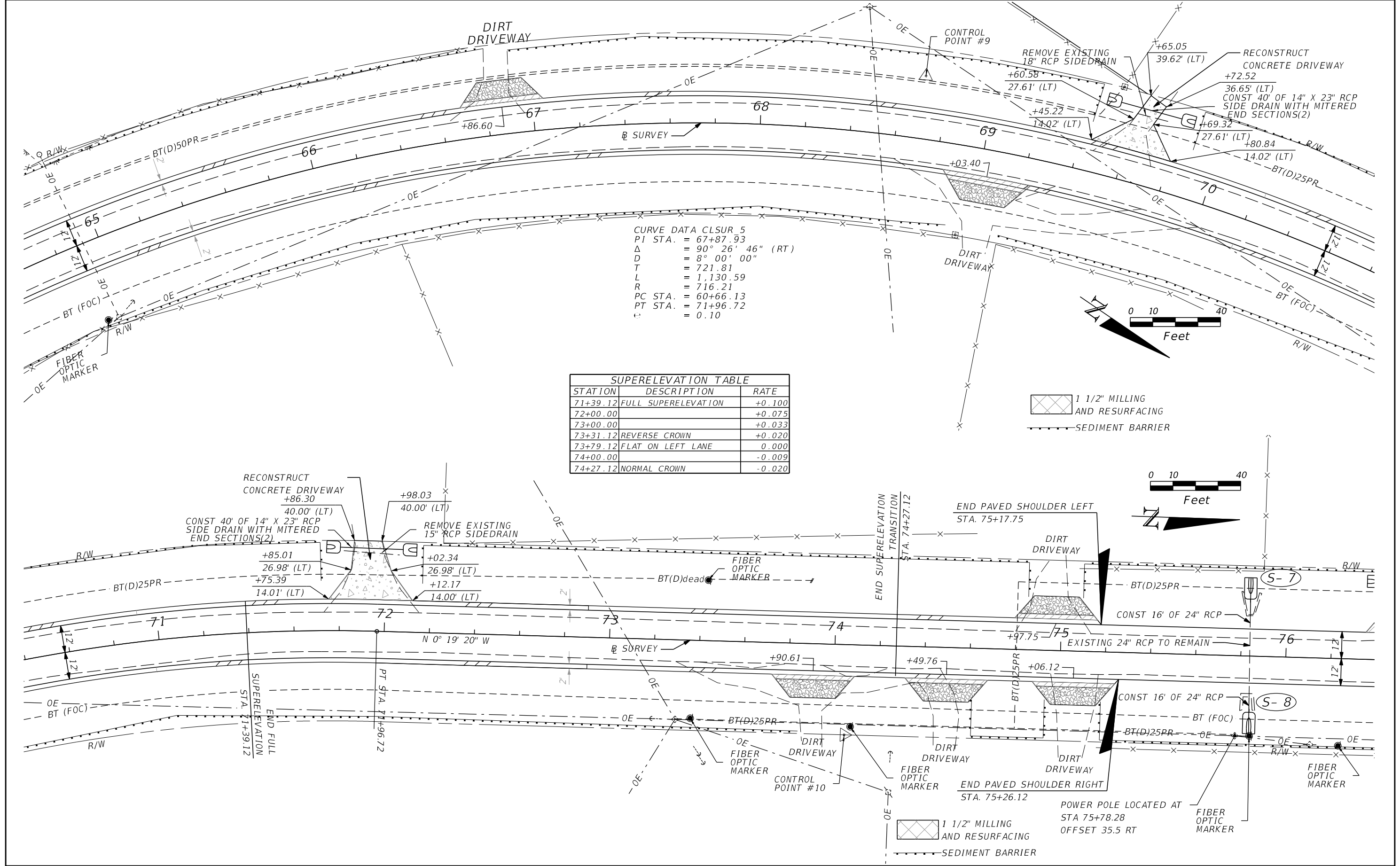
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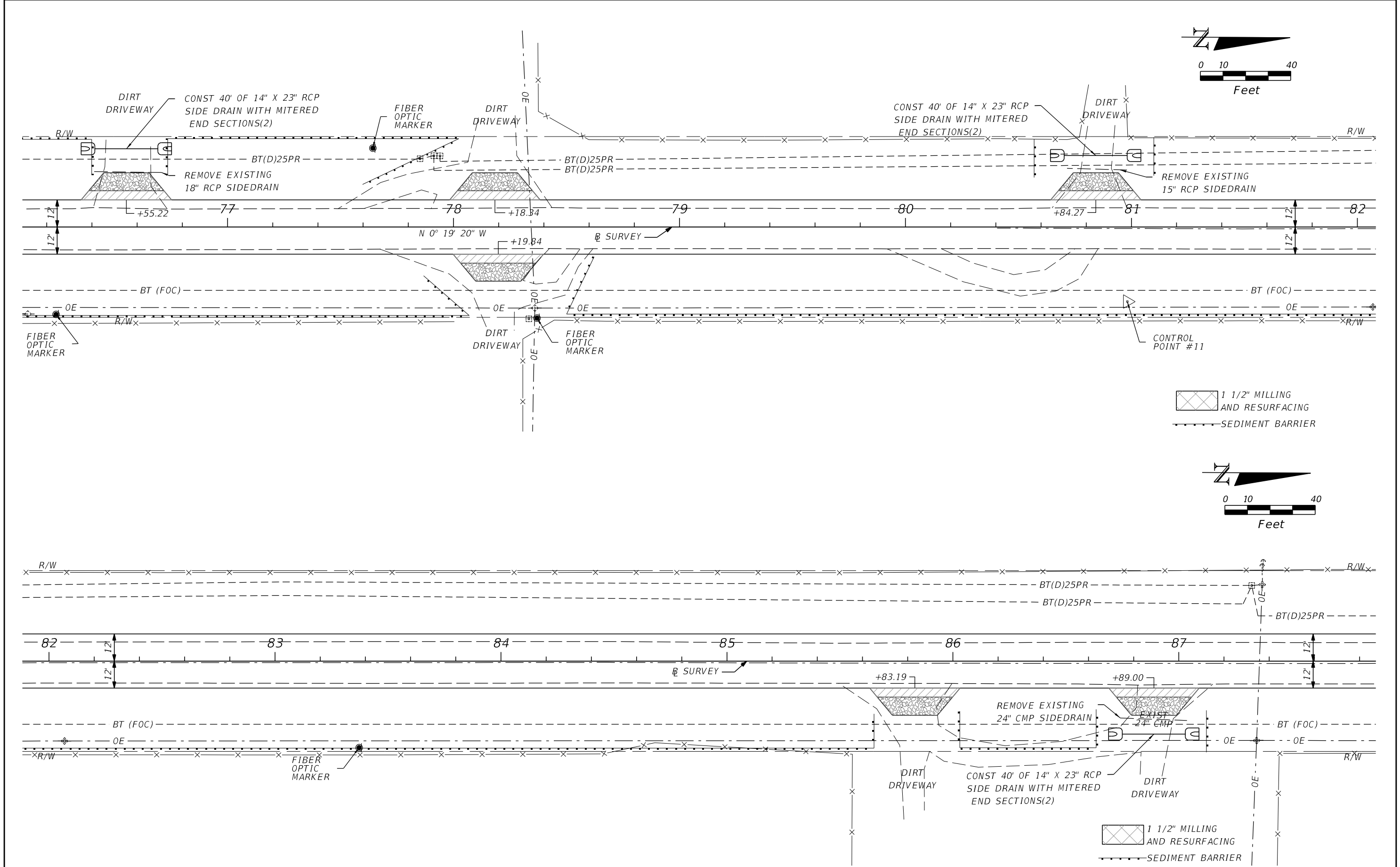
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	FINANCIAL PROJECT ID		
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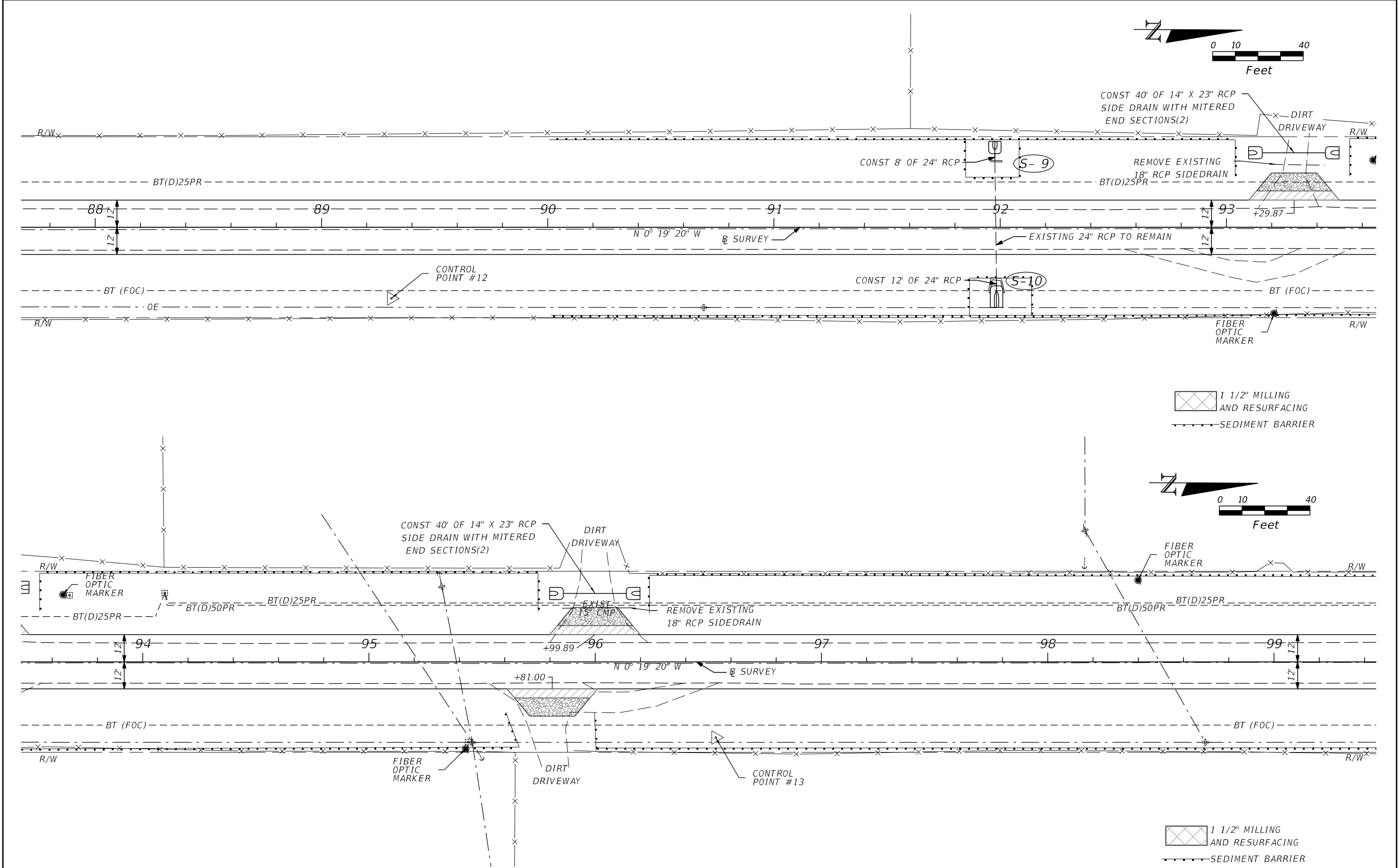
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					SLAUGHTER RD	436462-1-58-01		

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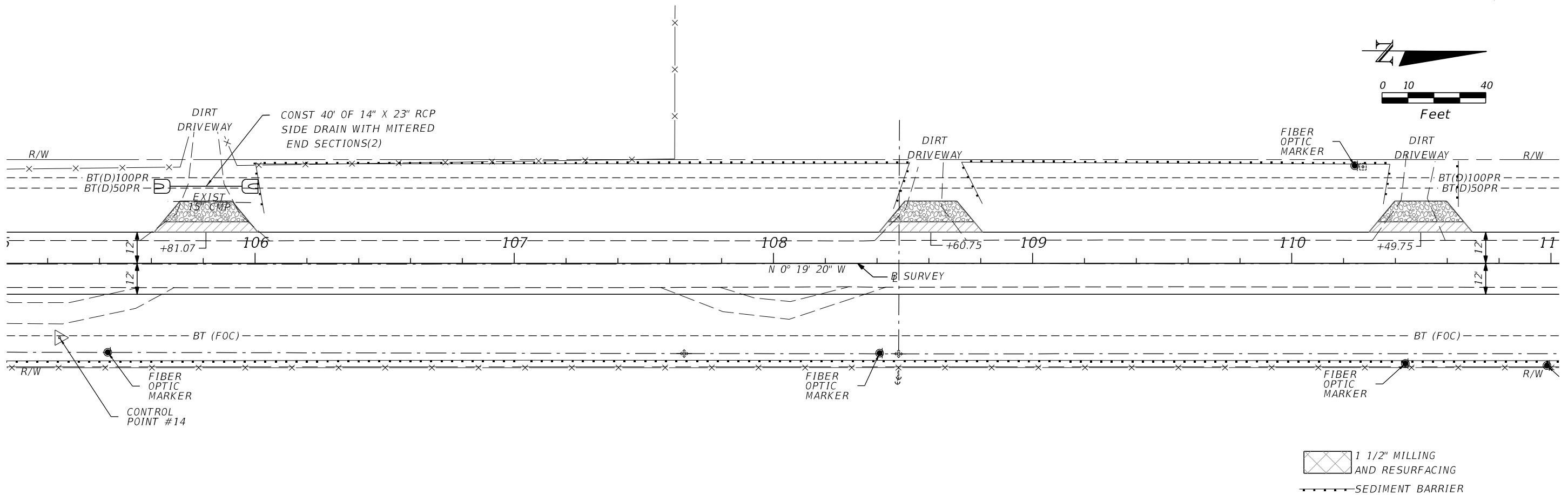
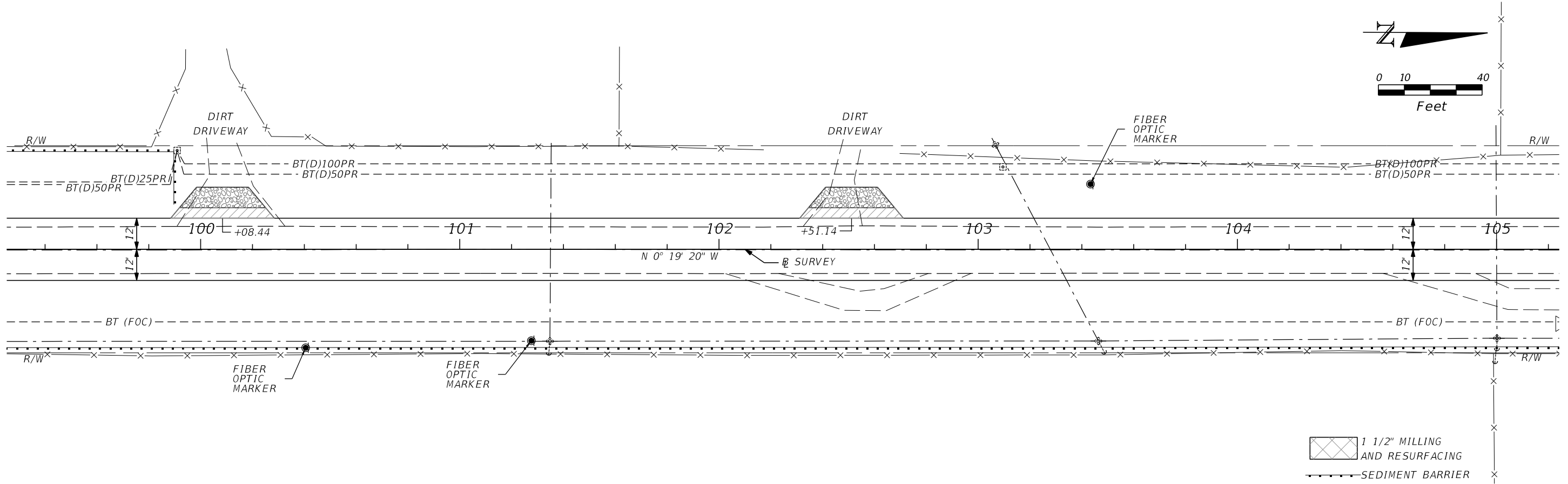
REVISIONS				JAMES H. PITMAN, JR., P.E. P.E. LICENSE NUMBER 42035 NORTH FLORIDA PROFESSIONAL SERVICES P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	TAYLOR COUNTY		PLAN SHEETS	SHEET NO.
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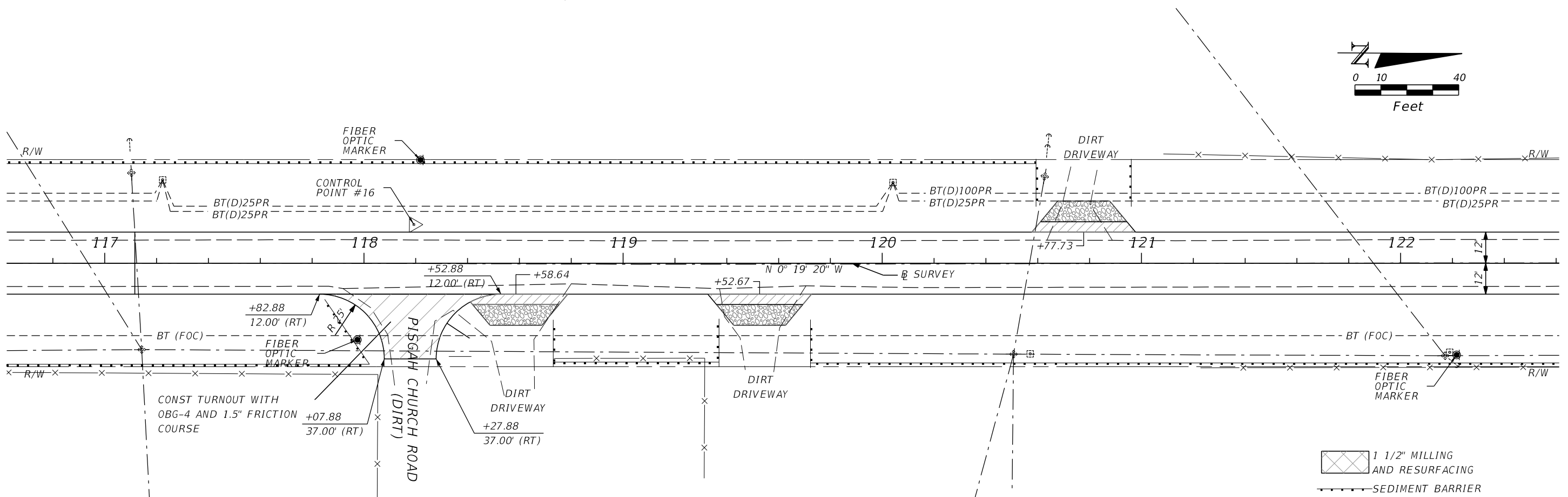
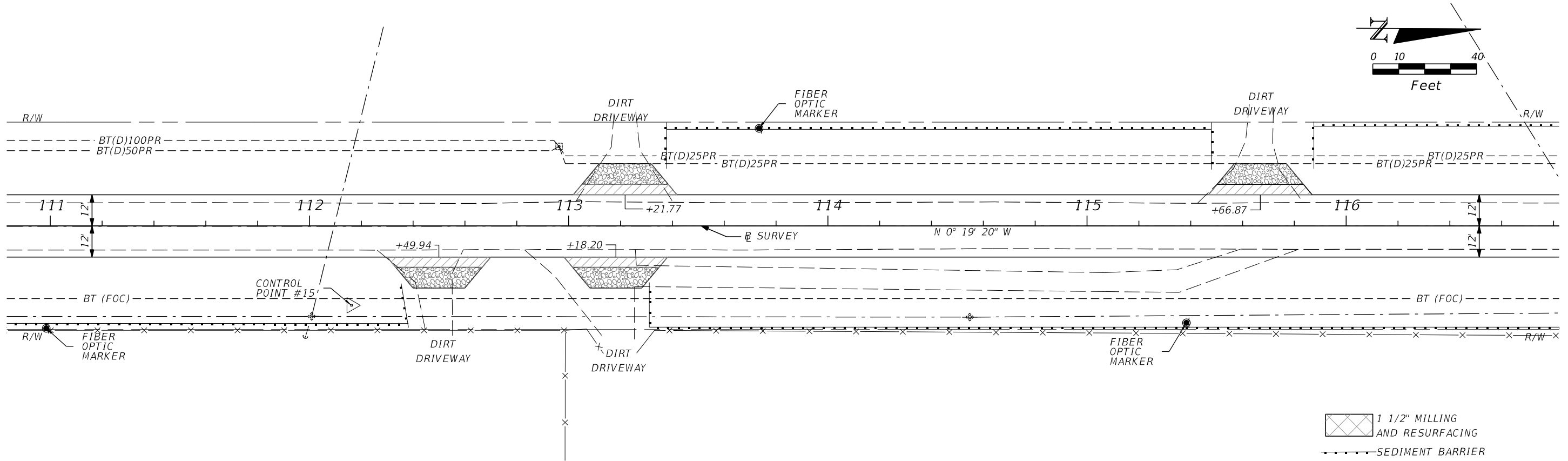
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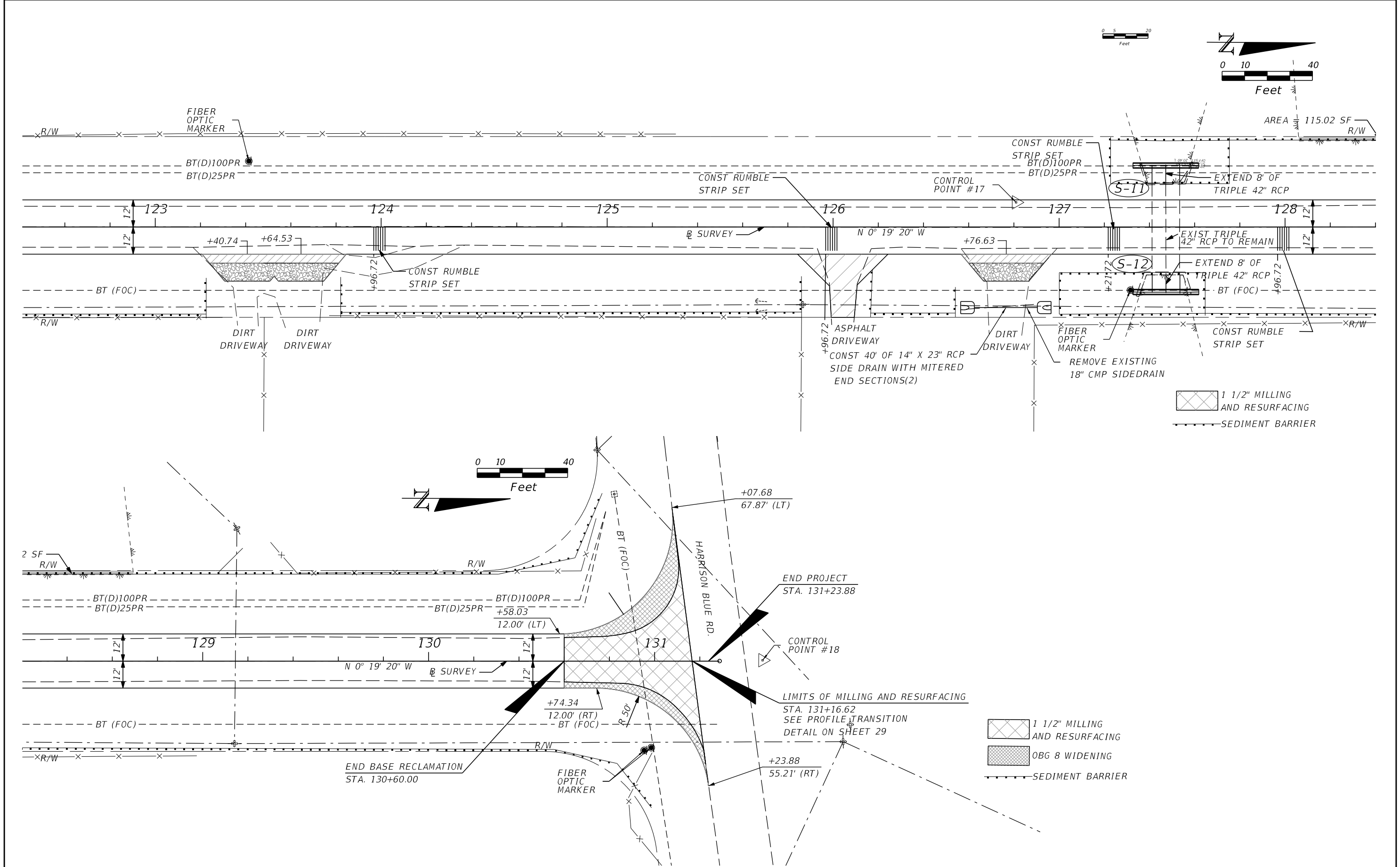
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REVISIONS				JAMES H. PITMAN, JR., P.E. P.E. LICENSE NUMBER 42035 NORTH FLORIDA PROFESSIONAL SERVICES P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 29011	TAYLOR COUNTY		PLAN SHEETS	SHEET NO.
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	FINANCIAL PROJECT ID		17
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ORDINANCE NO. 2022-07

AN ORDINANCE AMENDING ORDINANCE NO. 2011-01 (CHAPTER 54) PARKS AND RECREATION OF THE TAYLOR COUNTY CODE OF ORDINANCES; PROVIDING TO REDUCE THE NUMBER OF MEMBERS OF THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB) FROM SEVEN (7) MEMBERS TO FIVE (5) MEMBERS; PROVIDING THAT THE FIVE (5) MEMBERS SHALL REMAIN AND THEIR RESPECTIVE TERMS REMAIN AND THE APPOINTMENT PROCESS SHALL CHANGE IN THAT THREE (3) MEMBERS WILL CONSTITUTE A QUORUM; PROVIDING THAT ALL REMAINING SECTIONS OF ORDINANCE 2011-01 SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Taylor County Board of County Commissioners has determined that it is in the best interest of the County and the Taylor County Recreation Advisory Board (TCRAB) to reduce the number of members of said Board to five (5) members; and

WHEREAS, the County desires to ensure the efficient operation and management of the County Sports Complex; and

NOW THEREFORE, BE IT ORDAINED by the Taylor County Board of County Commissioners that Ordinance No. 2011-01 Section 54.22 and Section 54.22.03 of the Taylor County Code, is amended as follows:

54.22.0 The TCRAB shall consist of five (5) members, each of whom shall be a registered voter of Taylor County, as well as being a current resident of Taylor County. The remainder of this section shall remain the same.

54.22.03 Appointment Process – The five (5) members shall remain and their terms remain, and the appointing process shall change in that three (3) members shall constitute a quorum. The remaining portion of section 54.22.03 shall remain the same.

54.22.11 Severability - If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

54.22.12 Effective Date. This Ordinance shall become effective immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida, that this Ordinance has been filed in said office.

**PASSED AND ADOPTED BY THE TAYLOR COUNTY BOARD OF COUNTY
COMMISSIONERS IN REGULAR SESSION this 28th. day of NOVEMBER, 2022.**

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

BY:_____

Chair

ATTEST:

GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



COMMISSIONERS TO CONSIDER SUBMITTING A PROJECT FOR THE FY 2029 FDOT SHARED-USE NONMOTORIZED TRAIL PROGRAM.

MEETING DATE REQUESTED:

November 28, 2022

Statement of Issue: The Florida Department of Transportation is soliciting requests for various projects to be considered for the FY 2029 FDOT Shared-Use Nonmotorized Trail program in an effort to develop a statewide system of paved multi-use trails for bicyclists and pedestrians, physically separated from the road.

Recommended Action: The Board should consider submitting a project for the FY 2029 FDOT SUN Trail program.

Fiscal Impact: FISCAL YR 2029 FDOT Funding

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners received a project solicitation notice to be received on or before December 15, 2022 for the FY 2029 FDOT Shared-Use Nonmotorized Trail (SUN Trail) program. The SUN Trail Program was created in 2015 to develop a statewide system of paved multi-use trails for bicyclists and pedestrians, physically separated from the road. The Department receives an annual allocation of approximately \$25,000,000 in SUN Trail funds per year to be allocated statewide.

The following types of projects are eligible for SUN Trail funding: Preliminary and environmental planning, design, acquisition of real property/land/right-of-way (ROW), new construction and reconstruction or resurfacing of trail surfaces or bridges and maintenance (e.g. obligations for pavement, drainage, land stabilization and safety controls). The Department encourages agencies to consider applying for funding to assist with maintenance of current facilities.

Applications are submitted using the Grant Application (GAP – online system) to submit each funding request during the solicitation period. Projects off the State Highway System must be designed and constructed by the Local Agency via a Joint Participation Agreement (JPA). FDOT does not intend to fund right of way acquisition except under very limited circumstances. If all the right-of-way necessary to construct the project is not currently in public ownership, a method to acquire the right of way must be described in the application.

Once an application is received, it will be evaluated for constructability, financial feasibility, and prioritized. If the project is programmed, the local agency will be notified that the project will be added to the Tentative 5-Year Work Program. There is an extensive amount of information for review about the SUN Trail program at www.floridasuntrail.com.

Staff recommends that the Board consider the reasonableness of submitting an eligible project for the FY 2029 FDOT Shared-Use Nonmotorized Trail program.

Options:

- 1) Direct Staff to submit a SUN Trail project application.
- 2) Consider submitting a SUN Trail project during a future solicitation.

Attachments:

FY 2029 SUN Trail Correspondence

Kenneth Dudley

From: Roberson, Amy <Amy.Roberson@dot.state.fl.us>
Sent: Monday, September 26, 2022 1:16 PM
To: lgoodin@hamiltoncountyfl.com; chris.lee@bakercountyfl.org; LaLonde, Alice; sland@lafayetteclerk.com; countycoord@unioncounty-fl.gov; Martha McCaskill; assistantmanager@dixie.fl.gov; Cannon, Duane; Pickles, Sherilyn; Williams, Chad; Kenneth Dudley
Cc: Tyler, David; Boatright, Lacey
Subject: SUN Trail Program Solicitation for FY 2029
Attachments: 2022 SUN Trail Solicitation Letter-Blanket .docx.pdf; Suntrail Guidance 2022.pdf; suntrail_requestforfunding_fillable.pdf; Suntrail Cost Estimate.xlsx

Good afternoon.

The Florida Department of Transportation (FDOT) will solicit proposals for funding Regional Trail System and Individual Trail projects through the Shared-Use Nonmotorized (SUN) Trail program for inclusion in the Tentative Five-Year Work Program development cycle. The solicitation was officially announced in the Florida Administrative Register (flrules.org)- Volume 48, Number 185, September 22, 2022 Publication. Projects programmed this cycle will be funded as early as Fiscal Years 2028/2029.

Interested parties are encouraged to familiarize themselves with SUN Trail Guidance for Submittal of Funding Request and may begin working on their SUN Trail Request for Funding. FDOT will accept the SUN Trail "Request for Funding" from Thursday, September 29 – Thursday, December 15 at 3:00 p.m., Eastern Standard Time. To receive consideration for funding through the SUN Trail program, FDOT must receive a separate, complete "Request for Funding", with applicable project information, including required signatures for each eligible Regional or Individual Trail project during the announced solicitation period. Use the Grant Application Process (GAP – online system) to submit each funding request during the solicitation period: Florida Gap - Log In (blackcatgrants.com). GAP System Support: 888-238-9707 or flgap@blackcatsupport.com.

Authorization for the SUN Trail program is under Chapter 339 Section 81 - 2022 Florida Statutes.

For complete information regarding the Florida Shared-Use Nonmotorized (SUN) Trail Program, please visit FLORIDASUNTRAIL.COM – Program Guidance and Shared-Use Nonmotorized (SUN) Trail Program Funding Requests.

Please forward as needed.

Attachments: Solicitation letter
SUN Trail Application
SUN Trail Guidance
Engineers Estimate Template

Thank you,



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

JARED W. PERDUE, P.E.
SECRETARY

September 26, 2022

The Florida Department of Transportation is soliciting project applications for the Shared-Use Nonmotorized Trail (SUN Trail) program for the Work Program Cycle for Fiscal Year 2029. The SUN Trail Program was created in 2015 to develop a statewide system of paved multi-use trails for bicyclists and pedestrians, physically separated from the road. The Department receives an annual allocation of approximately \$25,000,000 in SUN Trail funds per year to be allocated statewide.

Eligible Projects: The following types of projects are eligible for SUN Trail funding: Preliminary and environmental planning, design, acquisition of real property/land/right-of-way (ROW), new construction and reconstruction or resurfacing of trail surfaces or bridges and maintenance (e.g. obligations for pavement, drainage, land stabilization and safety controls). The Department encourages agencies to consider applying for funding to assist with maintenance of current facilities.

Required Documentation:

1. Documentation the project will be developed as a paved multi-use trail within the SUN Trail network: at a minimum this will include transmittal of a map illustrating the project limits within the SUN Trail network, the typical section schematic, and applicable information must be provided in the "Request for Funding".
2. Documentation the project is a priority of the applicable authority: at a minimum this will include transmittal of an adopted prioritization list of projects/supporting resolution and other applicable information provided in the "Request for Funding".
 - a. If the project is within the boundary of an MPO, it must be a MPO priority.
 - b. If outside of an MPO boundary, the project must be a priority of the county (inclusive of their municipalities), tribal government, federal or state agency.
3. Documentation a non-FDOT governmental agency is formally committed to the operation and maintenance of the project (long-term trail manager): this will include transmittal of applicable "Request for Funding" information.
4. Documentation the project is consistent with the applicable comprehensive plan(s), transportation plan(s), or the long-term management plan(s): this will include applicable project concurrency information.

Eligible Applicants: City and County Government, State Agencies, Federal Agencies, Tribal Government and MPO's may submit applications. Private citizens, non-profit organizations and similar "Friends of..." organizations may fill out the applications. However, the application will only be considered if it is signed by the above long-term trail manager.

Number of Applications: Applicants may submit an unlimited number of grant applications, for any number of project sites. Each project site needs a separate application form.

Application Deadline: Completed applications, including maps, an estimate, prioritization and required signatures must be received **no later than 3:00 p.m. Eastern Time (EST) on December 15, 2022.** This is a firm deadline and will not be extended.

How to Submit an Application: Use the Grant Application (GAP – online system) to submit each funding request during the solicitation period: <https://www.flgap.com/>. GAP System Support: 888-238-9707 or flgap@blackcatsupport.com. This system will accept SUN Trail applications beginning **September 29, 2022.**

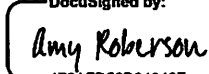
Please note the following:

- Projects off the State Highway System must be designed and constructed by the Local Agency via a Joint Participation Agreement (JPA).
- The Department does not intend to fund right of way acquisition except under very limited circumstances. If all the right-of-way necessary to construct the project is not currently in public ownership, a method to acquire the right of way must be described in the application.

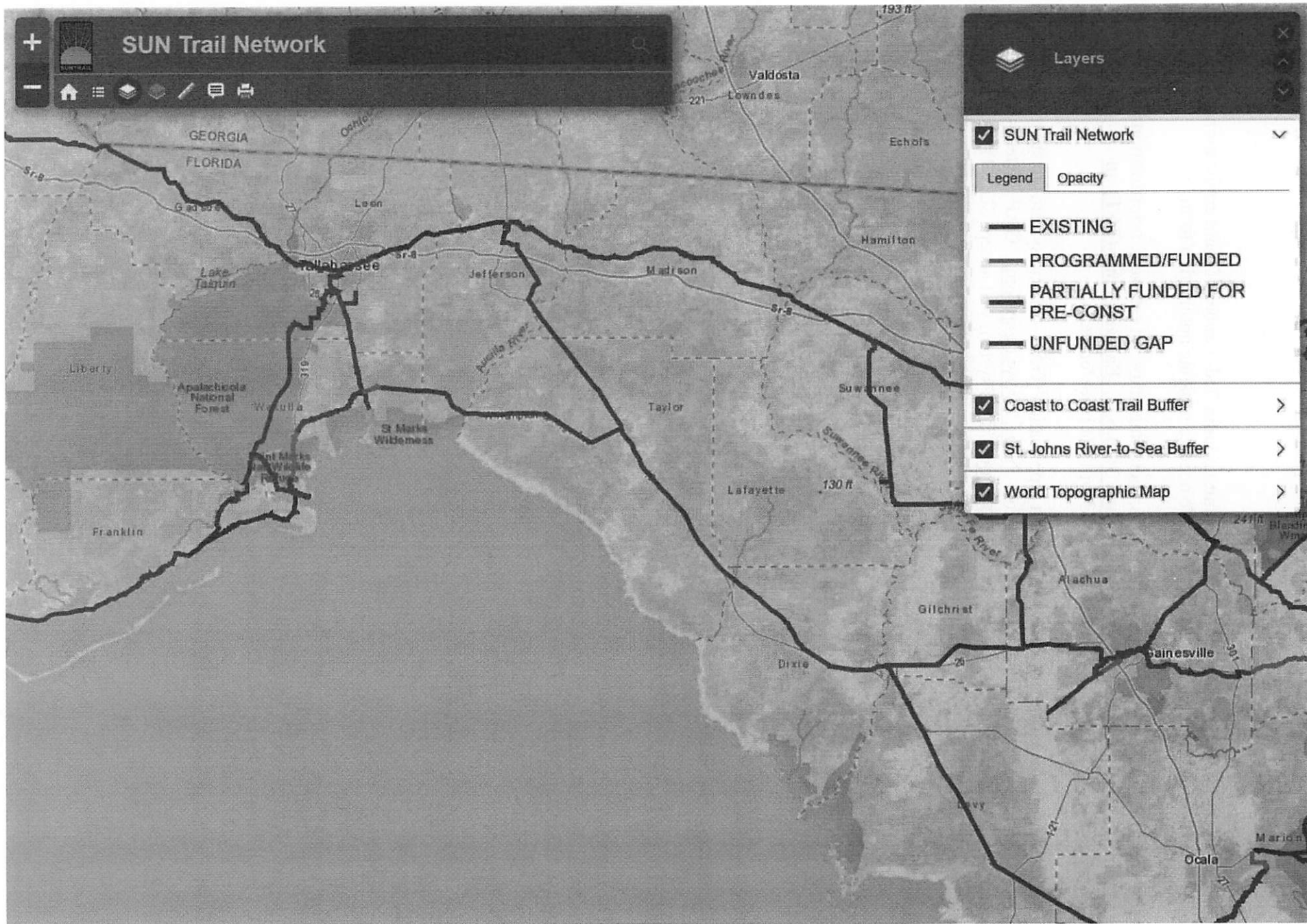
Once an application is received, it will be evaluated for constructability, financial feasibility, and prioritized. If the project is programmed, the local agency will be notified that the project will be added to the Tentative 5-Year Work Program.

There is an extensive amount of information about the SUN Trail program at www.floridasuntrail.com. If you have any questions or comments or need further clarification, please call me at (386) 961-7793 or (800) 749-2967, Extension 7793.

Sincerely,

DocuSigned by:

170AFD58B64042F...

Amy Roberson
Florida Department of Transportation, District 2
1109 S. Marion Avenue, Mail Station 2007,
Lake City, FL 32025-5874
Email: amy.roberson@dot.state.fl.us



The Florida Department of Transportation (FDOT) will solicit proposals for funding Regional Trail System and Individual Trail projects through the Shared-Use Nonmotorized (SUN) Trail program, established by Section 339.81, Florida Statutes (F.S.) [TLWR-fund code] for inclusion in the Tentative Five-Year Work Program development cycle through Fiscal Years 2028/2029. To be eligible for consideration to receive TLWR, applicants must submit a separate, complete “Request for Funding”, with all applicable project information, including required signatures for each eligible unfunded Regional or Individual Trail project through the Grant Application Process online system (GAP) during the open solicitation. The solicitation period will open on September 29, 2022, and close at 3:00 p.m., Eastern Standard Time (EST), December 15, 2022. Click here: www.flgap.com.

Funding is limited to the provisions of Section 339.81, F.S., the Florida Department of Financial Services Catalog of State Financial Assistance Number 55.038, the FDOT Work Program Instructions, geographic areas within the SUN Trail network and requirements of the SUN Trail program. FDOT will consider all phases of project development, including feasibility; preliminary and environmental planning; design; acquisition of real property/land/right-of-way (ROW); new construction, reconstruction or resurfacing of trail surfaces or bridges and maintenance (e.g., obligations for pavement, drainage, land stabilization and safety controls). Proposals with project phases and/or expenditures that do not meet the provisions, program requirements and Eligibility Criteria will not receive consideration. TLWR will not fund:

- Trails that are outside of the SUN Trail network; sidewalks; nature trails; or loop trails wholly within a single park or natural area.
- On-road facilities (such as bicycle lanes of routes other than on-road facilities that are no longer than one-half mile connecting two or more nonmotorized trails) if the provision of non-road facilities is infeasible and if such on-road facilities are signed and marked for nonmotorized use; an exception is made for on-road components of the Florida Keys Overseas Heritage Trail.

SUN Trail funding is for the transportation element of a standard 12-foot-wide paved asphalt multi-use trail (decking on bridges allows for concrete and “diamond grind” design standard finish). Applicants must provide Local Funds if project attributes exceed the standard. Do not request ineligible TLWR expenditures, which include, but are not limited to the following:

- Benches, trail furniture, seating areas, or tables;
- Bicycle racks or lockers, bicycle air or repair stations;
- Buildings or enclosed structures, restrooms, bathhouses, comfort stations, wayside structures, shade structures, concession stands, overlooks, fishing platforms, boat ramps or launches, transit or ride share facilities, shelters, gazebos, or picnic pavilions;
- Kiosks, interpretive panels, or placemaking signs (regulatory and safety controls are allowable costs);
- Landscaping (trail stabilization is an allowable cost);
- Litter or recycle receptacles, or doggie bag dispensers;
- Parking areas, trailheads, or camping areas;
- Playgrounds or playing fields, fitness equipment or fitness structures;
- Promotional, marketing, or educational materials;
- Sculptures, monuments, or art; and
- Water fountains, splash zones, spigots, showers, water features, or irrigation equipment.

Each project proposal consists of the following submittal items:

- a. **Complete “Request for Funding” (also known as Grant Application) with required signatures and attachments (one PDF file).**

Attachments include:

- a. Aerial Location Map illustrating the project boundary and project termini/project limits (one PDF file)
- b. Vicinity Map illustrating the location of the project within the SUN Trail network (one PDF file)
- c. Typical Section Schematic depicting the existing and proposed features, dimensions, and ROW lines (one PDF file)
- d. Prioritization List (one PDF file)
- e. Completed Engineer’s Cost Estimate prepared and signed by a Professional Engineer from the Engineering Office (one Excel file)

Projects must satisfy the four Eligibility Criteria listed below:

1. Location within the SUN Trail network, to be developed as a paved trail. At minimum this will include transmittal of a map illustrating the project limits within the SUN Trail network, the typical section schematic and applicable “Request for Funding” information.
2. Prioritization by the applicable jurisdiction(s). At minimum this will include transmittal of an adopted prioritization list of projects/supporting resolution and other applicable information provided in the “Request for Funding”.
 - a. If the project is within a boundary of the Metropolitan Planning Organization/Transportation Planning Organization/Transportation Planning Agency (MPO), it must be a MPO priority.
 - b. For areas outside of MPO boundaries, the project must be a priority of the county (inclusive of their municipalities), tribal government, federal or state agency.
3. Documentation that a non-FDOT governmental agency is formally committed to the operation and maintenance of the project (long-term trail manager). At minimum this will include transmittal of applicable “Request for Funding” information.
4. Documentation that the project is consistent with the applicable comprehensive plan(s), transportation plan(s), or the long-term management plan(s), it could also be part of a bicycle and pedestrians safety plan. At minimum this will include transmittal of applicable “Request for Funding” information.

For additional SUN Trail Guidance Resources click here:
www.fdot.gov/planning/systems/suntrail/guidance.shtm.

If you have questions or need further clarification, contact your District Coordinator:
www.fdot.gov/planning/systems/suntrail/contacts.shtm.

SUN Trail “Request for Funding” Checklist <i>lettered items are required, bullets are recommendations</i>	
Read	<ul style="list-style-type: none"> a. FDOT Work Program Instructions (WPI), Part III –TRAILS, LOCATION and LOCAL FUNDS chapters. Click here: www.fdot.gov/workprogram/development/wp-instructions.shtm b. Department of Financial Services Catalog of State Financial Assistance (CSFA) Number 55.038. Click here: apps.fldfs.com/fsaa/searchcatalog.aspx
Login to the Grant Application Process online system (GAP) during the open solicitation period	<ul style="list-style-type: none"> a. User accounts must be established before submitting the final “Request for Funding”. If you have not yet done so, complete the GAP registration process to obtain an account. Click here: www.flgap.com b. System Support (<i>Monday–Friday, 8:00 a.m.–5:00 p.m., EST</i>): 888-238-9707 or flgap@blackcatsupport.com <ul style="list-style-type: none"> • GAP “HELP” guide: www.flgap.com/Uploads/Documents/FLGAP_State_Guide.pdf • FDOT Procedure 525-010-300 – Local Program Manual Chapter 4 (GAP): www.fdot.gov/programmanagement/lap/lap-toc.shtm • Other GAP resources: www.fdot.gov/programmanagement/lp/lp
Select the Applications tab, then Grant Opportunities, then SUN Trail and Apply	<ul style="list-style-type: none"> a. Download and save the Request for Funding Guidance PDF, the Request for Funding (also known as the grant application) PDF, and the Engineers Cost Estimates Excel worksheet. Name the file by FDOT District, county, and project name. Complete the project proposal (remembering to save all information entered). b. Upload each saved and complete funding request, with all required applicable information, including the required prioritization and required signatures, into GAP during the open solicitation period. Applicants may upload other optional materials, such as photographs of the project areas. <u>FDOT will not accept or consider late “Requests for Funding” (also known as grant applications).</u> Applicants are strongly encouraged to make submissions in advance of the deadline. Click here: www.flgap.com

Part I. Applicant Information	<ul style="list-style-type: none"> a. Complete the requested information for the primary point-of-contact that will be in direct communication with FDOT and can answer questions about the project.
Part II. Project Overview: Questions 1-4, 7	<ul style="list-style-type: none"> a. Complete the requested information for the specific project proposed for SUN Trail funding (TLWR fund code).
Part II. Project Overview: Question 5	<ul style="list-style-type: none"> a. Provide the address or nearest cross streets, municipality, and zip code for the specific project proposed limits.

Part II. Project Overview: Question 6	<ul style="list-style-type: none"> If the project location is within FDOT ROW (on-system), coordination with the district ahead of the solicitation deadline. Click here: www.fdot.gov/planning/systems/suntrail/contacts.shtm
Part III. Eligibility Criteria: Question 1	<p>The maps identify the location and help FDOT understand the project. For items “a” and “b” use “SUN Trail Mapping Information”, click here: www.fdot.gov/planning/systems/suntrail/maps.shtm.</p> <ol style="list-style-type: none"> Provide an Aerial Location Map illustrating the project boundary and project boundary and limits, the termini should be clearly visible. Label the features (one PDF file) Provide a Project Location Map clearly illustrating the project within the SUN Trail network. Label the features (one PDF file) Provide the Typical Section schematic depicting the existing and proposed features, dimensions, and ROW lines. Label the features (one PDF file) <ul style="list-style-type: none"> Chapter 306 of Topic 625-000-002 FDOT Design Manual (FDM), provides information about Typical Section schematics. Click here: https://www.fdot.gov/roadway/fdm/Default.shtm
Part III. Eligibility Criteria: Question 2	<p>Prioritization Certification</p> <ol style="list-style-type: none"> Indicate prioritization number Provide prioritization list Complete and sign Part VII
Part III. Eligibility Criteria: Question 3	<p>Willing Manager Certification</p> <ol style="list-style-type: none"> Complete and sign Part VIII
Part III. Eligibility Criteria: Question 4	<p>Plan Compliance</p> <ol style="list-style-type: none"> Indicate the type of plan(s), page number(s) and date(s) of adoption As applicable, provide documentation
Part IV. Project Details: Question 1	<p>Use “SUN Trail Mapping Information”, click here: www.fdot.gov/planning/systems/SUNTrail/maps.shtm</p> <ul style="list-style-type: none"> A project could be both Coast to Coast Trail (C2C) and St. Johns River-to-Sea Loop (SJR2C) Projects that are C2C and/or SJR2C are not an Individual Trail
Part IV. Project Details: Question 2 (continued on next page)	<p>FDOT publishes design criteria for multi-use trails (shared-use paths) in the FDM and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook). Projects in FDOTs ROW (on-system) must follow FDM design criteria along with FDOTs Standard Plans and Specifications. For compliance with FDM Section 224.4–Shared-Use Paths, SUN Trail network facilities that are less than the standard, 12 feet in width, require FDOT Chief Planner approval.</p> <p>For compliance with FDOT Work Program Instructions “TRAILS Chapter”, FDOT Chief Planner approval is also required for all projects that have a reduced width (less than 12 feet) along non-FDOT owned ROW (off-system) receiving TLWR funding. Therefore, any TLWR</p>

	<p>funded segments that will be less than 12 feet must receive approval of a design variation by the FDOT Chief Planner.</p> <p>Other than width of TLWR funded phases, off-system projects typically follow design criteria found in the Florida Greenbook. At times, the combination of funds used for a project, nature of work, or location along federally classified routes (such as the National Highway System) may trigger additional design requirements (e.g., structures).</p> <ul style="list-style-type: none"> • For the FDM, click here: www.fdot.gov/roadway/fdm • For the Florida Greenbook, click here: www.fdot.gov/roadway/floridagreenbook/fgb.shtm • For FDOTs Standard Plans, click here: www.fdot.gov/design/standardplans/current/default.shtm • For FDOTs Specifications, click here: www.fdot.gov/programmanagement/implemented/specbooks/default.shtm • For FDOT Structures Design, click here: www.fdot.gov/structures/docsandpubs.shtm
Part IV. Project Details: Question 3	<p>a. Provide a description of the project scope (purpose and need) for the proposed project in 1,000 words or less.</p>
Part IV. Project Details: Question 4	<p>a. Indicate phases that were previously funded and indicate the completion date/anticipated completion date/funding year; construction should only be selected for projects proposing reconstruction or maintenance.</p> <p>b. If federal funds have been used or contemplated for use in the project boundary, the project is federalized. All future phases must adhere to federal requirements.</p> <p>c. Indicate the source of the federal allocation (e.g., Transportation Enhancement, Recreational Trails Program, Land and Water Conservation Fund, etc.).</p> <p>d. If FDOT funds have been used in the project boundary, use a similar naming convention for the new project.</p> <p>e. If FDOT funds have been used in the project boundary, there will be a financial management number, please provide it.</p>
Part IV. Project Details: Question 5	<p>a. When FDOT is the proposed project administrator, the project sponsor should call the District Trail Coordinator as soon as possible to discuss the proposal.</p>

<p>Part V. Project Costs: Questions 1-2</p>	<ul style="list-style-type: none"> a. Indicate the phases proposed for TLWR funding. b. Complete the summary table of the proposed TLWR funding and timeline for the proposed project. c. Use Present Day Cost values when inputting values. d. Provide funding costs for eligible project attributes, do not include ineligible expenditures. e. Indicate match source when there are assurances funds are available. Applicants must include matching funds if project attributes exceed the standard 12-foot-wide asphalt trail design (decking on bridges allows for concrete and “diamond grind” design standard finish). f. Projects within FDOT ROW (on-system) must utilize FDOT pay item numbers and descriptions. Use the Basis of Estimates Manual as well as historical cost information for the project area. For the Basis of Estimates Manual, click here: www.fdot.gov/roadway/floridagreenbook/fgb.shtm For the Historical Cost Information, click here: www.fdot.gov/programmanagement/estimates/documents/historicalitemaveragecosts For the Reference Guide for State Expenditures, click here: files.floridados.gov/media/701892/reference_guide_for_state_expenditures.pdf
<p>Part V. Project Costs: Question 3</p>	<ul style="list-style-type: none"> a. Complete and upload the Engineers Cost Estimate (Excel spreadsheet) prepared and signed by a Professional Engineer
<p>Part VI. Selection Criteria. Question 1</p>	<ul style="list-style-type: none"> a. Select the most appropriate response regarding safety; if applicable describe. <ul style="list-style-type: none"> • www.fdot.gov/Safety/
<p>Part VI. Selection Criteria. Question 2</p>	<ul style="list-style-type: none"> a. Select the most appropriate response regarding importance; if applicable describe. <ul style="list-style-type: none"> • Regional Trail System: floridadep.gov/parks/ogt/content/florida-greenways-and-trails-council • National Recreational Trail: www.americantrails.org/national-recreation-trails • East Coast Greenway: www.greenway.org/
<p>Part VI. Selection Criteria. Question 3</p>	<ul style="list-style-type: none"> a. Select the most appropriate response regarding non-TLWR funds; if applicable provide additional details. The WPI Part III – LOCAL FUNDS chapter, may be applicable, click here: www.fdot.gov/workprogram/development/wp-instructions.shtm

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program
Guidance for Submittal of Funding Request



Part VI. Selection Criteria. Question 4	<p>a. Select the most appropriate response regarding modes; if applicable describe.</p> <ul style="list-style-type: none"> • Complete Streets: www.fdot.gov/roadway/CSI/default.shtm • Safe Routes to Schools: www.fdot.gov/Safety/2A-Programs/Safe-Routes.shtm • Bicycle Friendly America: bikeleague.org/bfa/awards • Walk Friendly Communities: walkfriendly.org/
Part VI. Selection Criteria. Question 5	<p>a. Select the most appropriate response regarding construction.</p>
Part VI. Selection Criteria. Question 6	<p>a. Select the most appropriate response regarding public support; if applicable describe.</p> <ul style="list-style-type: none"> • Optional – in GAP upload additional documentation (e.g., public meeting notice, public responses, documentation of changes for improving the proposal from the input received, etc.).
Part VI. Selection Criteria. Question 7	<p>a. Select the most appropriate response regarding quality of life; if applicable describe.</p> <ul style="list-style-type: none"> • Florida Geographic Data Library: www.fgdl.org/metadataexplorer/explorer.jsp • Florida Trail Town Program: floridadep.gov/parks/ogt/content/florida-trail-town-program • Florida Scenic Highways: floridascenichighways.com/ • Rural Economic Development Initiative: www.floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition/rural-communities • Rural Areas of Opportunity: floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity
Part VI. Selection Criteria. Question 8	<p>a. Select the most appropriate response regarding the environment; if applicable describe.</p> <ul style="list-style-type: none"> • Florida Geographic Data Library (search by keyword “FNAI”): www.fgdl.org/metadataexplorer/explorer.jsp
Part VI. Selection Criteria. Question 9	<p>a. Select the most appropriate response regarding existing trail connections; if applicable describe.</p> <ul style="list-style-type: none"> • SUN Trail Mapping Information: www.fdot.gov/planning/systems/SUNTrail/maps.shtm

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE PROPOSED SUBMISSION FOR THE FY 2027 FDOT FIVE-YEAR SCRAP, SCOP, CIGP AND TRIP WORK PROGRAM.
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MEETING DATE REQUESTED:	November 28, 2022
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Statement of Issue: The Florida Department of Transportation annually requests that the Board of County Commissioners submit their request for various projects to be considered for the FDOT Five-Year Work Program.

Recommended Action: The Board should accept and forward the submitted FY 2027 project priority list.

Fiscal Impact: FISCAL YR 2027 FDOT Funding

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners received a request to submit candidate projects for the FY 2027 FDOT Five-Year Work Program on or before February 3, 2023 under the Small County Road Assistance Program, Small County Outreach Program, County Incentive Grant Program, and the Transportation Regional Incentives Program. This annual request requires the BOCC to list and prioritize a few projects that can be considered for future funding under the referenced programs.

Project applications are required to be submitted through the web-based **OASIS** system. Items required for each submitted project include a Capital Improvement Plan, Board Priority Rankings and Board approval date, an updated cost estimate, and a current signature and date of application. Submissions are limited to a maximum of three project applications per County or possibly four if one of them is a capacity project.

Staff recommends that the Board approve submitting the prioritized projects for the FY 2027 FDOT Five-Year Work Program. These are the same three roads submitted last funding request cycle as none were programmed due to funding constraints. Plantation Road and Dark Island Road are resubmissions of prior year submissions that were not accepted for funding. The remaining project, Beach Rd, is a recognition of the project importance and that road's current and potential condition realizing the timing of possible funding.

Options:

- 1) Approve the proposed candidate project correspondence.
- 2) Deny the proposed candidate listing and approve an alternative candidate list stating reasons for such revision.

Attachments:

FY 2027 Candidate Project Correspondence

Kenneth Dudley

From: Shubert, Lauri <Lauri.Shubert@dot.state.fl.us>
Sent: Wednesday, November 09, 2022 6:58 AM
To: Shubert, Lauri
Cc: Vittur, Brandi; Webb, Paul; Evans, Kimberly; Tyler, David; Driggers Jr., James; Parks, Robert; Evans, Greg; Joyner-Howard, Doreen; Taulbee, Karen; Thrasher, Teresa; Knight, James; Lamey, Cassandra; Roberson, Amy; Brown, Achaia
Subject: FDOT Local Government Programs Solicitation-Call for Projects for FY 2027 Funding
Attachments: OASIS Guidelines.pdf

Dear Agency Partners,

The solicitation cycle for Local Government Programs for FY 2027 funding is now open. These programs allow us to partner together to bring much-needed roadway improvements to your community. The Local Government Programs provided are as follows:

- ❖ **Small County Road Assistance Program (SCRAP)** – Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, Suwannee, Taylor and Union.
- ❖ **Small County Outreach Program (SCOP)** – Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Nassau, Putnam, Suwannee, Taylor and Union.
- ❖ **County Incentive Grant Program (CIGP)** – ALL 18 counties in District 2.
- ❖ **Transportation Regional Incentive Program (TRIP)** – Alachua, Gainesville MTPO, Clay, Duval, Nassau, St. Johns, North Florida TPO.

Project applications should be submitted through **OASIS**, our web-based application system. Attached, you will find the guidelines for navigating OASIS. Before submitting applications for this solicitation cycle, please check your previous submittals in OASIS to see their programming status. If your agency would like to resubmit any applications from the last cycle that were not programmed, please email me with a list of those projects so I can change them back to "Drafting" status for you to update. Updates should include a Capital Improvement Plan, Board Priority Rankings and Board approval date, an updated engineer's cost estimate, and a current signature and date of application. A **maximum of three** project applications per County may be submitted, four if you have a capacity project. **The deadline for applications to be submitted in OASIS is February 3, 2023.**

If I can assist you in any way, please give me a call.

Sincerely,
Lauri



Lauri Page Shubert, CPM, FCCM
Local Programs Administrator
FDOT District 2
1109 S. Marion Ave
Lake City, FL 32025
(386)961-7480





TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Post Office Box 620
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(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

November 28, 2022

Florida Department of Transportation
Attn: Mrs. Lauri Shubert, CPM, FCCM
1109 South Marion Avenue
Lake City, FL 32025-5874

RE: FDOT 5-year Work Program

Dear Mrs. Shubert:

The Taylor County Board of County Commissioners extends its appreciation to the Florida Department of Transportation for the continued joint effort of improving Taylor County under the Florida Department of Transportation's 5-year work program. The following is a list of those roads we request be considered as candidates for funding under the various FDOT programs (i.e. **County Incentive Grant Program, Small County Outreach Program, Small County Road Assistance Program, Transportation Regional Incentive Program**):

<u>Priority</u>	<u>Highway</u>	<u>Length</u>	<u>Location</u>
1	Beach Rd (CR 361)	35.2 miles	US HWY 19 (SR 55) to 1 st Ave SE
2	Dark Island Road	0.7 miles	Beach Rd (CR 361) to Dark Island Park
3	Buckeye Nursery Rd	1.0 miles	US HWY 27 to San Pedro Rd

It is the Board's belief that each of these projects warrant improvement and will serve to improve the overall level of service of our County's infrastructure. If you have any questions regarding this matter, please feel free to call me at (850) 838-3500. Thank you again.

Sincerely,

LaWanda Pemberton
County Administrator

cc: File
Kenneth Dudley, County Engineer
Hank Evans, Public Works Director

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss possible grant submission for the Fiscal Year 2029 funding cycle to the Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP). The County traditionally uses this program to fund the construction of sidewalks and/or paved pedestrian trails.

MEETING DATE REQUESTED:

December 5, 2022

Statement of Issue:

Board to discuss possible grant submission to the 2029 funding cycle for the FDOT Transportation Alternatives Program. The County is eligible to submit a maximum of two projects. If the Board chooses to submit two projects the Board must determine which project is the top priority at grant submission.

Recommended Action:

Move forward with the submission process which will include a public hearing to receive public input as required by the grant application at the January 3, 2023 Board meeting.

Fiscal Impact:

The County will not be required to provide a cash match. The County will be required to provide engineering and program administration services.

Budgeted Expense: Y/N

Not applicable at this time.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds and can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. It should be noted that the County MUST own all right of way or land required for the projects submitted prior to grant submission. The

County submitted two grant applications in February 2022 which were not funded. Those two projects were the construction of a sidewalk from the High School along Johnson Striping to Ash Street and a sidewalk from the corner of Ash and N. Jefferson Street to approximately Grave Drive In. The County may wish to resubmit those applications. The TAP program approved funding two projects in 2021 for the sidewalk extension project in Steinhatchee and the construction of the Pinecrest Street sidewalk in Perry for FY 2027. Previously this program funded the Old Dixie Highway sidewalk project from Jefferson Street to South Side Park, the Green Street sidewalk, the bike lane/sidewalk along County Road 361 from Keaton Beach Coastal Park to Dark Island Drive, and the sidewalk along U. S. 19 N to the Sports Complex. This program also funded the paved parking areas, bridge, equestrian area, and restrooms at Hampton Springs Park.

Attachments:

Not applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss and possibly award contract for Airport Continuing Professional Engineering and Consultant Services at Perry-Foley Airport to AVCON, Inc. per the recommendation of the Review Committee.

MEETING DATE REQUESTED:

November 28, 2022

Statement of Issue:

Board to discuss and possibly award a contract to AVCON, Inc. for engineering and consultant services at Perry-Foley Airport per the recommendation of the Review Committee.

Recommended Action:

Award contract for Airport Continuing Professional Engineering and Consultant Services to AVCON, Inc.

Fiscal Impact:

The Federal Aviation Administration (FAA) requires the County to have a consulting firm under contract for professional, engineering, planning, design and construction management services to be eligible for funding assistance from FAA. The Consultant is 100% paid by grant funds obtained from FAA and Florida Department of Transportation (FDOT) Aviation Division.

Budgeted Expense: Y/N Not Applicable

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County received Statements of Qualifications (SOQ) from four (4) firms at the November 1, 2022 Board meeting. The Review Committee ranked the firms as follows:

AVCON, Inc.	98.50 Points
GAI Consultants	91.50 Points
McFarland Johnson	91.25 Points
JBrown Professional Group	70.75 Points

100 Points were possible. The Review Committee members were: LaWanda Pemberton, Ward Ketring, Jami Evans and

Melody Cox. AVCON, Inc. is a registered Minority Owned Business (MBE).

Attachments:

Airport Consulting Services Ranking Sheets

**Taylor County
Airport Consulting Services SOQ
November 1, 2022**

Proposer A:

J Brown

Proposer B:

GAI

Proposer C:

Avcon

Proposer D:

McFarland Johnson

Proposer E:

Proposer F:

Proposer G:

<u>Criteria</u>	<u>Proposer A</u>	<u>Proposer B</u>	<u>Proposer C</u>	<u>Proposer D</u>	<u>Proposer E</u>	<u>Proposer F</u>	<u>Proposer G</u>	<u>Proposer H</u>
Transmittal Letter (5 Points)	5	5	5	5				
Company Overview (15 Points)	10	14	15	15				
Project Manager & Team (15 Points)	15	19	20	19				
Representative Projects (20 Points)	15	19	20	19				
Environment/Permitting Experience/ (5 Points)	5	5	5	5				
Regulatory Compliance Experience (5 Points)	3	4	5	5				
FAA/FDOT and Related Grant Experience (15 Points)	10	15	15	15				
DBE/WBE/MBE & Veteran Participation Plan and Certification (10 Points)	4	4	10	6				
Proof of Insurance (5 Points)	5	5	5	5				

Summary (5 Points)	3	4	5	5				
TOTAL SCORE (100 Points Possible)	70	90	97	95				

Ranking: #1 Avcon

#2 McFarland Johnson

#3 GAI

#4 J Brown

Reviewer:

Signature LaWanda Pemberton **Date** 11/14/2022

**Taylor County
Airport Consulting Services SOQ
November 1, 2022**

Proposer A:J Brown

Proposer B:GAI

Proposer C:AVCON

Proposer D:McFarland

Proposer E:

Proposer F:

Proposer G:

Criteria	Proposer A	Proposer B	Proposer C	Proposer D	Proposer E	Proposer F	Proposer G	Proposer H
Transmittal Letter (5 Points)	5	5	5	5				
Company Overview (15 Points)	12	13	14	13				
Project Manager & Team (15 Points)	10	15	15	10				
Representative Projects (20 Points)	15	20	20	17				
Environment/Permitting Experience/ (5 Points)	5	5	5	5				
Regulatory Compliance Experience (5 Points)	3	5	5	4				
FAA/FDOT and Related Grant Experience (15 Points)	9	15	15	15				
DBE/WBE/MBE & Veteran Participation Plan and Certification (10 Points)	4	6	9	6				
Proof of Insurance (5 Points)	5	5	5	5				

Summary (5 Points)	4	5	5	5				
TOTAL SCORE (100 Points Possible)	72	94	98	85				

Ranking: #1 AVCON

#2 GAI

#3 McFarland

#4 J Brown

Reviewer: Ward Ketring

Signature Ward Ketring **Date** 11/14/2022

**Taylor County
Airport Consulting Services SOQ
November 1, 2022**

Proposer A: JBrown Professional Group, Inc.

Proposer B: GAI Consultants

Proposer C: AVCON

Proposer D: McFarland Johnson

Proposer E: _____

Proposer F: _____

Proposer G: _____

Criteria	Proposer A	Proposer B	Proposer C	Proposer D	Proposer E	Proposer F	Proposer G	Proposer H
Transmittal Letter (5 Points)	5	5	5	5				
Company Overview (15 Points)	12	15	15	15				
Project Manager & Team (15 Points)	10	15	15	13				
Representative Projects (20 Points)	14	17	20	17				
Environment/Permitting Experience/ (5 Points)	5	5	5	5				
Regulatory Compliance Experience (5 Points)	3	3	5	5				
FAA/FDOT and Related Grant Experience (15 Points)	10	15	15	15				
DBE/WBE/MBE & Veteran Participation Plan and Certification (10 Points)	5	5	10	6				
Proof of Insurance (5 Points)	5	5	5	5				

Summary (5 Points)	3	5	5	5				
TOTAL SCORE (100 Points Possible)	72	90	100	91				

Ranking: #1 AVCON

#2 McFarland Johnson

#3 GAI Consultants

#4 JBrown Professional Group

Reviewer: Jami Evans

Signature Jami Evans **Date** 11/8/2022

Taylor County
Airport Consulting Services SOQ
November 1, 2022

Proposer A: JBrown Professional Group, Inc.

Proposer B: GAI Consultants

Proposer C: AVCON

Proposer D: McFarland Johnson

Proposer E:

Proposer F:

Proposer G:

Criteria	Proposer A	Proposer B	Proposer C	Proposer D	Proposer E	Proposer F	Proposer G	Proposer H
Transmittal Letter (5 Points)	5	5	5	5				
Company Overview (15 Points)	10	15	15	15				
Project Manager & Team (15 Points)	10	15	14	14				
Representative Projects (20 Points)	15	19	20	18				
Environment/ Permitting Experience/ (5 Points)	5	5	5	5				
Regulatory Compliance Experience (5 Points)	3	4	5	5				
FAA/FDOT and Related Grant Experience (15 Points)	8	15	15	15				
DBE/WBE/M BE & Veteran Participation Plan and Certification (10 Points)	4	4	10	7				
Proof of Insurance (5 Points)	5	5	5	5				
Summary (5 Points)	4	5	5	5				

TOTAL SCORE (100 Points Possible)	69	92	99	94				

Ranking: #1 AVCON

#2 McFarland Johnson

#3 GAI Consultants

#4 JBrown Professional Group

Reviewer: Melody Cox

Signature Melody Cox **Date** 11/8/2022

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approval of letter of support for the Tri County Electrical Co-Operative's Florida Department of Economic Opportunity Broadband Opportunity Grant application for it's Fiber to the Home Project in Taylor County.

MEETING DATE REQUESTED:

November 28, 2022

Statement of Issue:

To provide a letter of support for the Tri County Electrical Co-Op broadband project for underserved and unserved Tri County Co-Op members in Taylor County.

Recommended Action: Approve

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Tri County Electrical Co-Op has requested a letter of support from the Taylor County Board of County Commissioners for it's Fiber to the Home Project in Taylor County.

Per the email from Kaitlyn Culpepper: "TCEC's has partnered with Conexon to build a fiber-optic network that will deliver symmetrical download and upload speeds from 100 Mbps to 2 Gbps across a substantial portion of its service territory.

Initial construction will focus on unserved or underserved members in our rural territory, ultimately making service available to approximately 15,000 homes, businesses, and institutions in Madison, Jefferson, and Taylor counties.

The lack of high-speed broadband services results in continued hardship for our citizens and community. We believe this project creates an opportunity for our community to grow while taking advantage of e-commerce, video-based education, telemedicine, work from home opportunities, and subscription bases streaming services.

We will use your letter to support our grant application with the official name of **Florida Department of Economic Opportunity Broadband Opportunity Grant program**".

All applications submitted must have a letters of support from the community. The Taylor County Local Technology Planning Team approved a similar letter of support on November 17, 2022.

Options: Approve/Not Approve

Attachments: Draft Letter of Support
Email from Kaitlyn Culpepper, Tri County Electrical Co-Op

LaWanda Pemberton

From: Kaitlynn Culpepper <kculpepper@tcec.com>
Sent: Monday, November 7, 2022 11:35 AM
To: LaWanda Pemberton
Subject: Letter of Support
Attachments: SUPPORT LETTER TEMPLATE - Business Organization.docx

Lawanda,

I am reaching out to see if you and or the Taylor County Board of Commissioners would complete and a letter of support for Tri-County Electric Cooperative's **Florida Department of Economic Opportunity Broadband Opportunity Grant Application** for it's Fiber to the Home Project in Taylor County.

TCEC's has partnered with Conexon to build a fiber-optic network that will deliver symmetrical download and upload speeds from 100 Mbps to 2 Gbps across a substantial portion of its service territory.

Initial construction will focus on unserved or underserved members in our rural territory, ultimately making service available to approximately 15,000 homes, businesses, and institutions in Madison, Jefferson, and Taylor counties.

The lack of high-speed broadband services results in continued hardship for our citizens and community. We believe this project creates an opportunity for our community to grow while taking advantage of e-commerce, video-based education, telemedicine, work from home opportunities, and subscription bases streaming services.

We will use your letter to support our grant application with the official name of **Florida Department of Economic Opportunity Broadband Opportunity Grant program.**

A template letter of support is attached for your use.

We will need to have your letter by November 18, 2022.

Please let me know if you have any questions. Thank you!

Kaitlynn Culpepper
Tri-County Electric Cooperative
2862 West US 90
Madison, FL 32340
Phone: 1-800-999-2285
Fax: 850-973-1209
Web Site: <http://www.tcec.com>
E-mail: kculpepper@tcec.com

Tri-County Electric Cooperative accepts no liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Monday, November 28, 2022

Ms. Katie Smith
Florida Department of Economic Opportunity
107 East Madison Street
Tallahassee, Fl. 32399-4120

RE: Letter of Support - TCEC's Application for Broadband Opportunity Grant

Dear Ms. Smith,

The Taylor County Board of County Commissioners has witnessed the need for high-speed broadband services in our communities. Too many residents and businesses suffer from the lack of internet reliability and speed that are critical to the success in today's environment. The past several years have exemplified the fact that access to high-speed broadband is not a luxury, but a necessary utility, much like water and electricity. Whether it is a child trying to complete homework online, an elderly neighbor needing to see their doctor using telehealth, or an employee working remotely from their home, this deficiency of critical infrastructure results in a continued hardship for our citizens and community.

Taylor County is governed by the Taylor County Board of County Commissioners. Taylor County is divided into five districts. One County Commissioner is elected from each district. Each Commissioner serves a four-year term. Commissioners are chosen in a partisan election by voters from the district in which the commission candidate lives. As the governing body of the County, the Board of County Commissioners performs legislative, budgetary, and policy-making functions and advocates for citizens at all levels of government.

It is my understanding that Tri-County Electric Cooperative, Inc. (TCEC) is applying for infrastructure funding assistance through Florida's Broadband Opportunity Program. TCEC has shown immense capacity and commitment to construct, deploy, and operate a high-speed broadband network that will provide symmetrical gigabit service to the citizens of our community. The benefit of this network presents an opportunity the citizens and community to be able to fully participate in a vital aspect of everyday life.

The Taylor County Board of County Commissioners supports Tri-County Electric Cooperative's grant application and hope that the state supports them as well by providing financial assistance for this much needed service.

Respectfully Submitted,

Thomas Demps, Chairperson
Taylor County Board of County Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of conditions to receive payment from the Local Assistance and Tribal Consistency Fund.

MEETING DATE REQUESTED:

November 28, 2022

Statement of Issue: To receive funding allocation for Taylor County

Recommended Action: Approve

Fiscal Impact: \$100,000

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The U.S. Department of Treasury has launched the Local Assistance and Tribal Consistency funding, as added by Section 9901 of the American Rescue Plan of 2021.

The purpose of these funds is to "serve as a general revenue enhancement program" and to supplement existing federal programs to augment and stabilize revenue for communities.

The application has been completed through the Treasury portal and, once the Board approves the agreement, can be electronically signed.

Options: Approve/Not approve

Attachments: Agreement
Advisory from Government Services Group

Local Assistance and Tribal Consistency Fund

From the US Department of Treasury

Allocation Methodology

The Act provides that the Secretary shall determine the allocations for eligible revenue sharing counties “taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20-year period ending with September 30, 2021.”

Data Sources for Statutory Economic Indicators (“poverty rates, household income, land values, and unemployment rates”)

Treasury used data on poverty rates and median household income as published by the Census Bureau at the county level in its Small Area Income and Poverty Estimates (SAIPE) program, last published in December 2021, reflecting data for calendar year 2020. Treasury used data on unemployment rates by county, through 2021, published by the Bureau of Labor Statistics (BLS) Local Area Unemployment Statistics (LAUS) dataset. Given the program’s legislative purpose of providing additional funding to counties with federal lands¹⁵ and the lack of comprehensive availability of property value data at a county or territorial level, Treasury’s allocation uses the amount of acres of federal land constituting entitlement land for the purposes of PILT and acquired or donated federal lands for purposes of the Refuge Revenue Sharing program for fiscal year 2021 in an eligible revenue sharing county.

Data Sources for “Other Economic Indicators”

Treasury incorporated childhood poverty and population into the allocation as “other economic indicators.” Childhood poverty, while correlated with overall poverty, provides a distinct measure of economic conditions, given the long-term impact of poverty on children.¹⁶ Childhood poverty data is available as published by the Census Bureau at the county level in the SAIPE program, last published in December 2021, reflecting data for calendar year 2020. Population is a useful proxy for the size of an economy and the extent of the burden placed on the county government to provide essential services. Population data at the county level is available as published by the Census Bureau via its Subcounty Resident Population Estimates data set.

Allocation Formula

Overall, Treasury’s allocation formula is based on the calculation of a county’s relative economic condition compared to other eligible revenue sharing counties and its acres of federal land. Allocations are subject to a total maximum of \$6,000,000, a total minimum of \$50,000, as well as a per capita maximum of \$300. This methodology and the above data sources were used to determine allocations for both fiscal years 2022 and 2023.

Payment Schedule

Treasury expects to make two payments to eligible counties. The first payment will be available immediately and will be made to eligible revenue sharing counties on a rolling basis. Treasury expects to make the second payment after the start of calendar year 2023.

To receive payments, eligible revenue sharing county governments must submit their information online through the Treasury Submission Portal, which is available at treasury.gov/LATCF. County governments will be required to complete payment information and sign an award agreement. The award agreement will cover both tranches of payments. After an eligible revenue sharing county government's submission is received, Treasury expects that it will take approximately 4-5 business days for Treasury to review and process the payment. Once the information and documentation submitted is determined to be complete and accurate, the point of contact that an eligible revenue sharing county government designates in its online submission will receive information regarding the timing and amount of the first payment.

The deadline to complete the submission is January 31, 2023, at 11:59 PM AKST. If an eligible revenue sharing county government does not complete its submission by that deadline, the eligible revenue sharing county government will not be eligible to receive any payments under the LATCF.

Treasury may reallocate funds unclaimed by eligible revenue sharing county governments by the deadline noted. Treasury expects that the reallocated funds will be included in the second payment to counties that submitted the requisite information by the deadline.

Eligible Uses

A non-exhaustive list of examples include but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency medical, and other public safety services, utilities or sanitation services, and direct assistance to households (including cash assistance)
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Ineligible Uses

Recipients may not use federal funds to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation. Amounts that are used in violation of the lobbying restriction set forth in this guidance may be subject to recoupment.

Eligible and Ineligible Costs

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other requirements.

Reporting

All recipients will be responsible for submitting an annual Project and Expenditure report to Treasury, which is expected to require data on obligations and expenditures by category of use and certification that funds have not been used to fund lobbying activities. Treasury will release detailed reporting guidance soon.

Compliance

Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) provides specifically that Treasury may also recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the recipient's total allocation.

***All Funds are available to eligible recipients until fully expended or returned to Treasury**

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

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

Recipient name and address: Taylor County Board of County Commissioners 201 E. Green Street Perry, Florida 32348	UEI: REHMLLBHALS6 Taxpayer Identification Number: 596000879
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$100,000.00 Total Amount of Federal Funds Obligated: \$100,000.00 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund

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

Recipient hereby agrees, as a condition to receiving such payments from Treasury, to the terms attached hereto.

Recipient: Taylor County Board of County Commissioners

Authorized Representative: Thomas Demps

Title: Chairperson

Date Signed: November 1, 2022

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY GOVERNMENTS

1. Payment of Funds.

- a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.
- b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.
- c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.
- d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

- a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.
- b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.
- c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.

3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.

4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

5. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.
- b. Federal regulations applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;
- vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).
- vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.
- ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

- a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.
- b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

7. Remedial Actions. In the event of Recipient's noncompliance with section 605 of the Act, these terms and conditions, other applicable laws, guidance, or any reporting or other program requirements, Treasury may take any of the following remedies:

- A. Impose additional conditions on the receipt of the second tranche of the award;
- B. Temporarily withhold the second tranche of the award in whole or in part;
- C. Require recoupment of payments under this award;
- D. Terminate the Federal award;
- E. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Treasury regulations; and
- F. Take other remedies that may be legally available.

8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.

10. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

11. Amendments.

- a. The terms of this award may be amended with the written approval of Recipient and Treasury.
- b. In addition, Treasury reserves the right to amend the terms of this award if required by U.S. law or regulation without the consent of Recipient.
- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

BOARD TO REVIEW AND EVALUATE APPROVAL OF THE ALLSTATE/CRA PHASE 2 GMP PROPOSAL FOR THE TAYLOR COUNTY JAIL REHAB AND HOUSING ADDITION DESIGN/BUILD PROJECT.

MEETING DATE REQUESTED:

November 28, 2022

Statement of Issue:

Components of the current Jail Facility are aging and in need of replacement. Additionally, housing needs have become limited and specialized prompting a requirement for additional space and accommodation.

Recommended Action: The Board should evaluate and consider approval of the Allstate/CRA Phase 2 GMP proposal for the Taylor County Jail Rehab and Housing Addition Design/Build project.

Fiscal Impact: \$4,659,574 with \$998,422 Add Alternates

Budgeted Expense: Partial; \$4,617,500 FDLE Grant (7G013)

Submitted By: Engineering Department **Contact:** County Engineer

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**History, Facts & Issues:**

Staff prepared a Design/Build request for proposals package for the Taylor County Jail Housing and Rehab project. The solicitation was configured as a two-part process with Phase 1 requiring interested parties to submit their qualifications and Phase 2 requiring the short-listed parties to provide a proposal to complete the project pursuant to a Guaranteed Maximum Price. On October 3, 2022, the Board received a sole Phase 1 Qualifications proposal from Allstate/CRA. After finding their Phase 1 submission acceptable, Allstate/CRA was directed to proceed with preparing and submitting a Phase 2 GMP proposal on or before October 21, 2022. With that proposal including both a price (\$6,660,813) and a time for completion (334 days) well beyond budgeted allowances, the Board agreed for Staff to proceed forward with negotiations and possible scope revisions.

The details of the current (11/23/2022) Allstate/CRA proposal is attached. The maximum amount currently available from the FDLE Grant is \$4,617,500. The base pricing of the Allstate/CRA GMP is \$4,659,574. This amount is \$42,074 over budget before and without including the separated \$998,422 Add Alternate items. The project timing remains at the original 334 days until final completion. Any project completion approval beyond June 30, 2023 will require FDLE approval.

Options:

- 1) Approve or Revise the Allstate/CRA Phase 2 GMP proposal for the Taylor County Jail Rehab and Housing Addition Design/Build project. Identify funding source for any project commitment exceeding the FDLE grant amount.
- 2) Reject the proposal and state reasons for denial.

Attachments:

Allstate/CRA Phase 2 GMP proposal



November 23, 2022

Kenneth Dudley, P.E., County Engineer
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 x4
Fax: 850.838.3501
county.engineer@taylorcountygov.com

Re: Taylor County Jail - Housing Addition and Rehab
Design-Build Improvement Project
2020-003-ENG
REVISED GMP Proposal

Thank you for allowing the Allstate Construction / Clemons-Rutherford & Associates Team the opportunity to submit the Revised Part 2 Proposal for the above noted project.

Attached herein are copies of our revised bid proposal. Our proposal includes all documents as described in the Request for Proposal, Section 00410, Proposal Form, Page 3-4, Article 7, and we have included 1-page GMP Clarifications, page 6, and revised proposed design plan sheets, pages 7-11, for your consideration.

We are confident that we have provided the design solutions that meet the full intent of the design criteria package and that meets all applicable code requirements.

It is our recommendation to proceed with contracting for the New Addition, per the revised design, and for the interior renovation scopes of work. We also recommend that the design documents be completed to include the following scopes of work as Add Alternates, so that we can secure competitive bid proposals for all the desired scopes of work.

- Replace Laundry Equipment
- Replace Plumbing Valves
- Replace Plumbing Fixtures
- Video Surveillance System

The goal is to reconcile the final costs of the work through the competitive trade contractor and vendor bidding processes and to add to the desired additional scopes of work to the base contract that may fit within the established project budget parameters.

Please let us know if you have any questions or if you require any additional information.

Respectfully,

M. Scott Brewer, President
Allstate Construction, Inc.

CC: Paul Arnaldo, ACI
Will Rutherford, CRA

PROPOSAL FORM

Taylor County Jail - Housing Addition and Rehab Project

2020-003-ENG

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ARTICLE 1 – PROPOSAL RECIPIENT

1.01 This Proposal 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 Respondent proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Solicitation Documents to perform all Work as specified or indicated in the Solicitation Documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Solicitation Documents.

ARTICLE 2 – RESPONDENT'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – RESPONDENT'S REPRESENTATIONS

3.01 In submitting this Proposal, Respondent represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
No. 1, 3-pages	Sept. 23, 2022
_____	_____

- B. Respondent 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. Respondent 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. Respondent 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. Respondent 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 Respondent, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Solicitation Documents to be employed by Respondent, and safety precautions and programs incident thereto.
- F. Respondent does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the price(s) proposed and within the times and in accordance with the other terms and conditions of the Solicitation Documents.
- G. Respondent 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 Solicitation Documents.
- H. Respondent has correlated the information known to Respondent, information and observations obtained from visits to the Site, reports and drawings identified in the Solicitation Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Solicitation Documents.
- I. Respondent has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in the Solicitation Documents, and the written resolution thereof by Engineer is acceptable to Respondent.
- J. The Solicitation Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- K. Respondent 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 Respondent further represents that:

- A. this Proposal 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. Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal;
- C. Respondent has not solicited or induced any individual or entity to refrain from responding; and

- D. Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over Owner.

ARTICLE 5 - BASIS OF PROPOSAL

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

Taylor County Jail - Housing Addition and Rehab Project A Design-Build Improvement Project

Guaranteed Maximum Price	*Four Million, Six Hundred Fifty-Nine Thousand, Five Hundred Seventy-Four Dollars & 00/100	(\$4,659,574.00)
**304 Cal Days Completion	(words)	(numerals)

*** The above GMP Value includes the revised New Addition @3,553 sf, and the Renovations of the Existing Interiors. See Attached 1-Page GMP Clarifications that include summarized costs and contract schedule / completion.**

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.

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

Respondent 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 Respondent from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Respondent 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 Respondent 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 PROPOSAL

- 7.01 The following documents are attached to and made a condition of this Proposal:

- A. Required Proposal security in the form of: **Bid Bond Dated October 18, 2022**
- B. Certificate of 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. Truth in Negotiations Certification

- H. Valid Business/Contractor Licensing/Registration Information
- I. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- J. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- K. List of Project References

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Request For Proposals with initial capital letters have the meanings stated in the Instructions to Respondents, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – PROPOSAL SUBMITTAL

- 9.01 This Proposal submitted by:

If Respondent is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: Allstate Construction Inc. _____ (SEAL)

State of Incorporation: Florida _____

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

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Scott Brewer _____

Title: President _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is 01 / 10 / 1986.A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Respondent's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ (If applicable)

Allstate Construction Inc

Taylor County Jail – Housings Addition and Rehab

2022-005-OEC

REVISED GMP Clarifications

November 23, 2022

GMP Costs Summary

Description	Revised 11/23/2022	Add Alternates
New Addition	4,200,000	
Renovation	459,574	
Replace Laundry Equipment		99,732
Replace Plumbing Valves		72,364
Replace Plumbing Fixtures		429,678
Video Surveillance System		272,259
Fencing		124,389
Total GMP	*4,659,574	

* The above GMP Value includes the Revised New Addition @3,553 sf, and the Renovations of the Existing Interiors.

See the attached Proposed Plan Sheets AS1.0 & A1.1, A2.0, A3.1, & A8.1.

Warranty

1. One-year warranty is included (12.07/General Conditions) instead of three-year warranty (3.04/Agreement).

Schedule

2. Substantial Completion is **304 calendar days** following Notice-to-Proceed **instead** of either 200 days (3.02/Agreement) or May 20, 2023 (11.02/Instructions to Respondents).
 - This is based upon Owner's review and approval of long-lead equipment Submittals (6.17/General Conditions) prior to approval of the 30% documents (4.02.4/Attachment A).
3. Final Completion is 30 days following Substantial Completion instead of either 10 days following Substantial Completion (11.02/Instructions to Respondents, 3.02/Agreement) or May 30, 2023 (5.01/Proposal Form).

Roofing

4. Single Ply Membrane roof systems over insulation is included for the planned new additions.

HVAC

5. Smoke Evacuation Systems for the planned additions are included.

Electrical

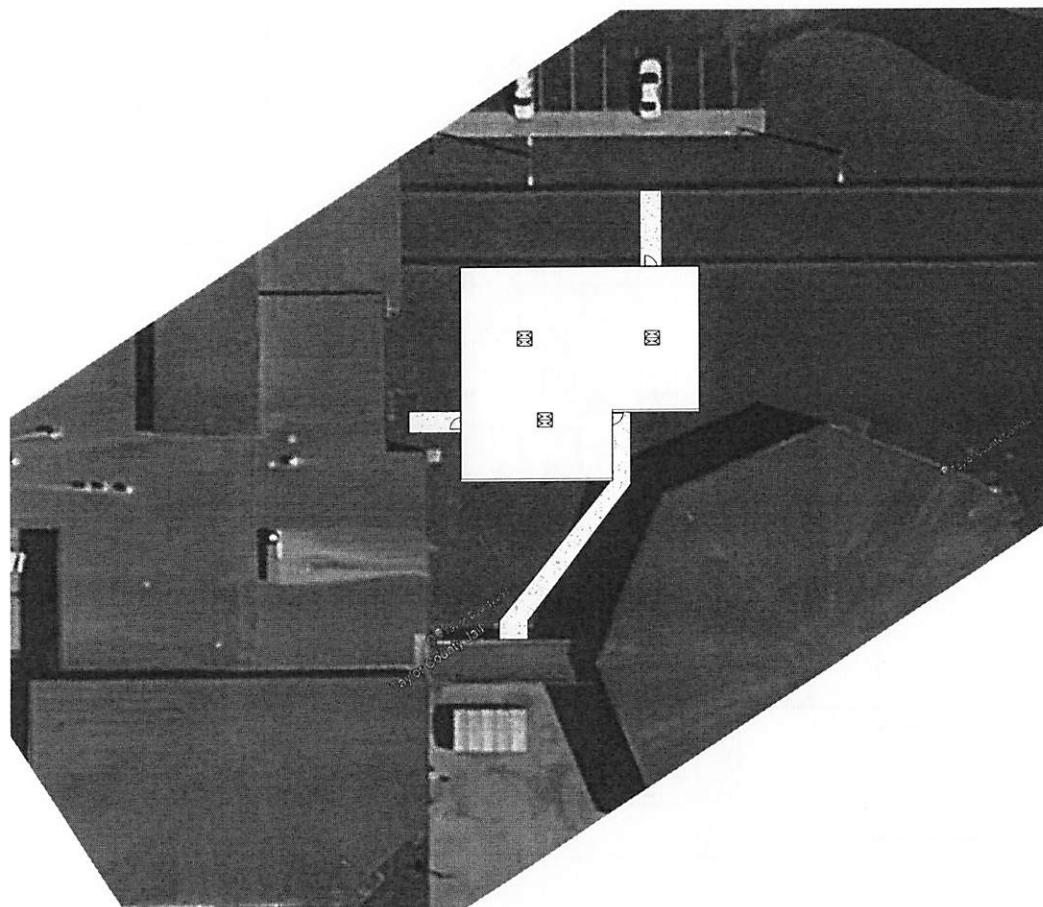
6. Emergency responder radio system is not found in the existing buildings.
 - Emergency responder radio system is not included in the new addition.

Video Surveillance System

7. Pelco VX Pro video surveillance system is included instead of Openeye (4.03.1.7/Design Criteria Package; 4.03.5.3/Design Criteria Package).

Video Visitation System

8. Expansion of existing Securus Technologies video visitation system is not included.



Client Name

**TAYLOR CO.
JAIL**

589 US-27, Perry, FL 32347



**Clemons, Rutherford,
& Associates, Inc.**

Architects
 Planners
 Interior Designers
 Construction Managers
 2027 Thomasville Road
 Tallahassee, Florida 32308

phone 850-385-6153
 fax 850-386-8420
 cra@craarchitects.com

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This record document has been prepared in accordance with the requirements of the Florida Statutes, Chapter 489, Part I, and the rules of the Florida Board of Architecture. The user of this drawing is responsible for the accuracy of the information provided to CRA Architects, Inc. and for the accuracy of the information provided to the client. The user of this drawing is also responsible for the accuracy of the information provided to the client.

Submittal

Phase	Date	Dwn	CHK
MARKETING			
ARCHITECTURAL DESIGN	04/01/11		
ENGINEERING DESIGN	04/01/11		
PERMITTING	04/01/11		

Revision

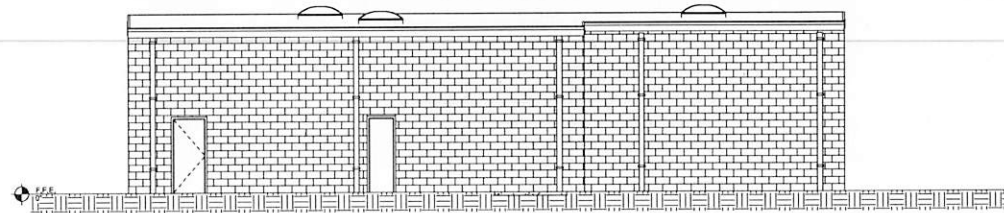
#	Description	Date

CRA Project # 22520

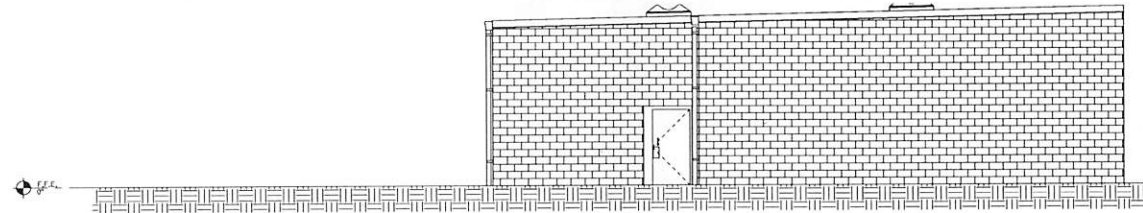
Phase: **MARKETING**

SHEET TITLE
Architectural Site Plan

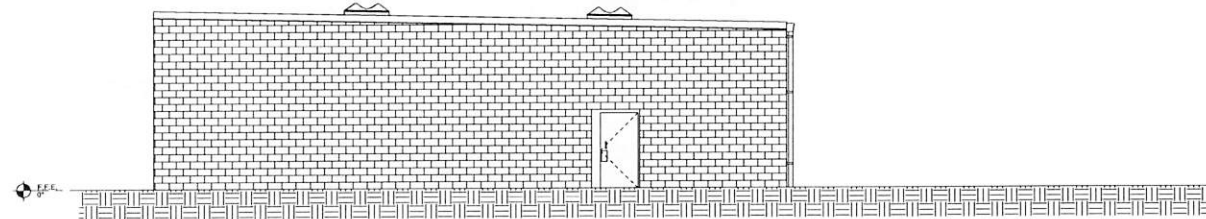
AS1.0 of



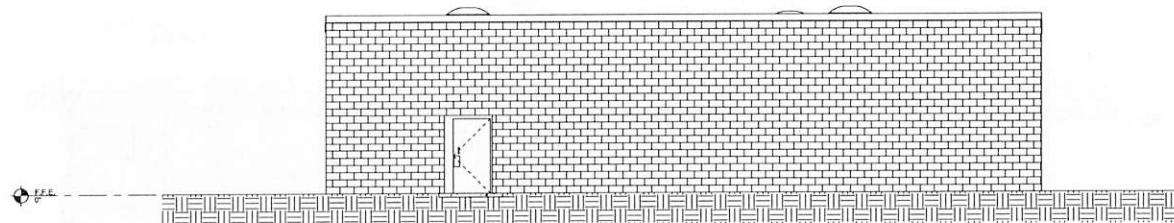
1 South Elevation
Scale: 3/16" = 1'-0"



3 East Elevations
Scale: 3/16" = 1'-0"



4 West Elevations
Scale: 3/16" = 1'-0"



2 North Elevation
Scale: 3/16" = 1'-0"

Client Name

**TAYLOR CO.
JAIL**

589 US-27, Perry, FL 32347



**Clemons, Rutherford,
& Associates, Inc.**

Architects
Planners
Interior Designers
Construction Managers

2027 Thomasville Road
Tallahassee, Florida 32308

phone 850-385-6153

fax 850-386-8420

cra@craarchitects.com

The drawings, specifications and other documents prepared by Clemons, Rutherford, & Associates, Inc. ("CRA") for the design and construction of the project are the property of CRA. They are to be used only for the project and for the purpose for which they were prepared. They are not to be reproduced, copied, or used for any other project without the written consent of CRA. CRA shall not be responsible for any errors or omissions in the drawings or specifications, or for any consequences arising therefrom. CRA shall not be responsible for any delays or interruptions in the project caused by any act of God, war, terrorism, or other causes beyond its control. CRA shall not be responsible for any damages or losses of any kind, including consequential damages, arising from the use of the drawings or specifications, or from any delays or interruptions in the project. CRA shall not be responsible for any claims or damages of any kind, including consequential damages, arising from the use of the drawings or specifications, or from any delays or interruptions in the project. CRA shall not be responsible for any claims or damages of any kind, including consequential damages, arising from the use of the drawings or specifications, or from any delays or interruptions in the project.

This contract document has been prepared in accordance with the provisions of the Florida Building Code, which are subject to change without notice. The contract document is the property of CRA and shall not be used for any other project without the written consent of CRA. CRA shall not be responsible for any errors or omissions in the drawings or specifications, or for any consequences arising therefrom. CRA shall not be responsible for any delays or interruptions in the project caused by any act of God, war, terrorism, or other causes beyond its control. CRA shall not be responsible for any damages or losses of any kind, including consequential damages, arising from the use of the drawings or specifications, or from any delays or interruptions in the project. CRA shall not be responsible for any claims or damages of any kind, including consequential damages, arising from the use of the drawings or specifications, or from any delays or interruptions in the project.

Submittal

Phase	Date	Dw	Chk
MARKETING	Dec	Trk	M.E.

Revision

#	Description	Date

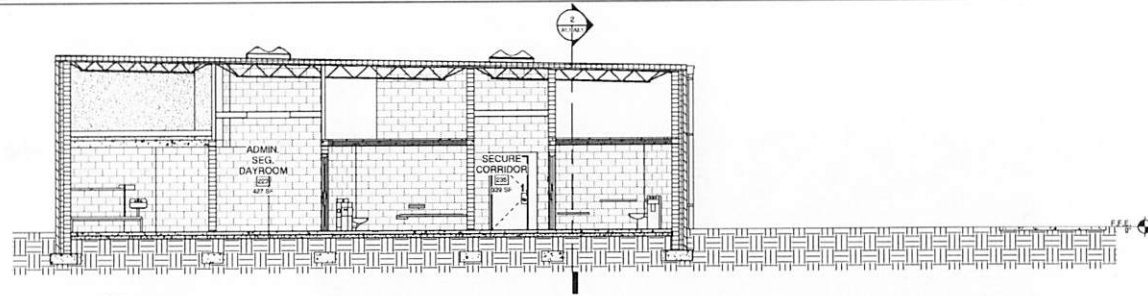
CRA Project # 22520

Phase: MARKETING

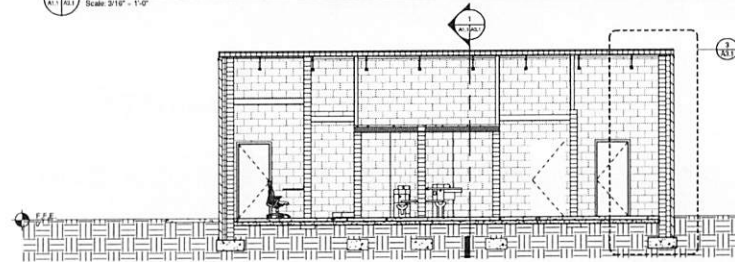
SHEET TITLE

Building Elevations

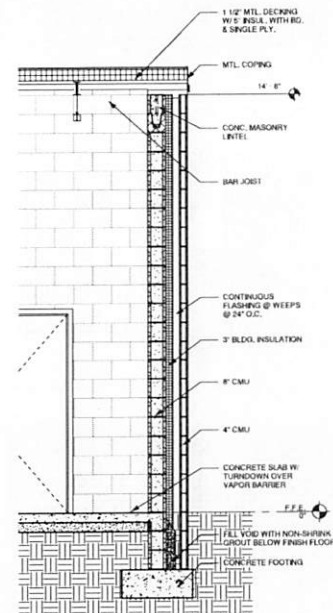
A2.0 of



1 Section 1
Scale: 3/16" = 1'-0"



2 Section 2
Scale: 3/16" = 1'-0"



3 Section 2 - Callout 1
Scale: 1/2" = 1'-0"

Client Name

TAYLOR CO. JAIL

589 US-27, Perry, FL 32347



**Clemons, Rutherford,
& Associates, Inc.**
Architects
Planners
Interior Designers
Construction Managers
2027 Thomasville Road
Tallahassee, Florida 32308
phone 850-385-6153
fax 850-386-8420
cra@craarchitects.com

The drawings, specifications and other documents prepared by Clemons, Rutherford, & Associates, Inc. (CRA) for this project are intended to be used by the contractor in the construction of the project and are not to be used for any other purpose. The drawings are the property of CRA and shall remain the property of CRA. No part of these drawings may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without written permission from CRA. The drawings are not to be used for any other purpose, and the contractor shall be responsible for obtaining all necessary permits and licenses for the construction of the project. The drawings are not to be used for any other purpose, and the contractor shall be responsible for obtaining all necessary permits and licenses for the construction of the project.

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Submital

Phase	Date	Drawn	Checked
MARKETING			

Revision

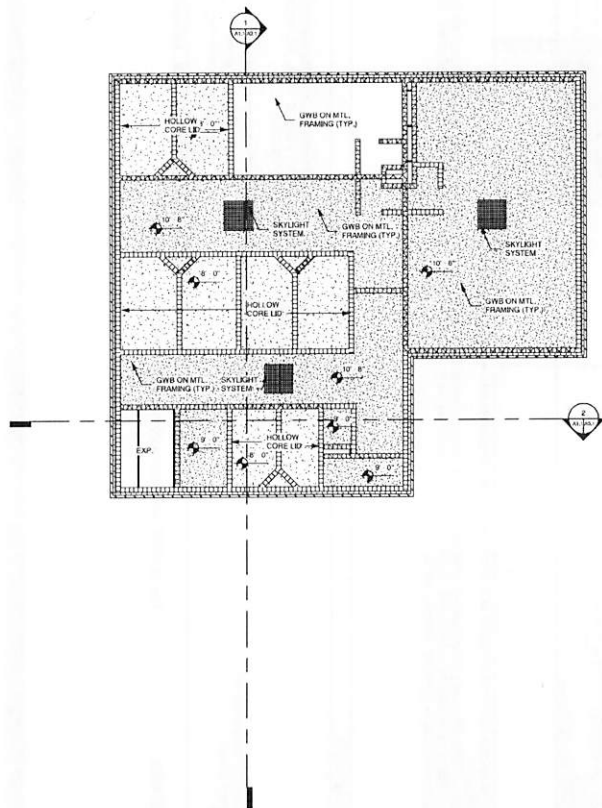
#	Description	Date

CRA Project # 22520

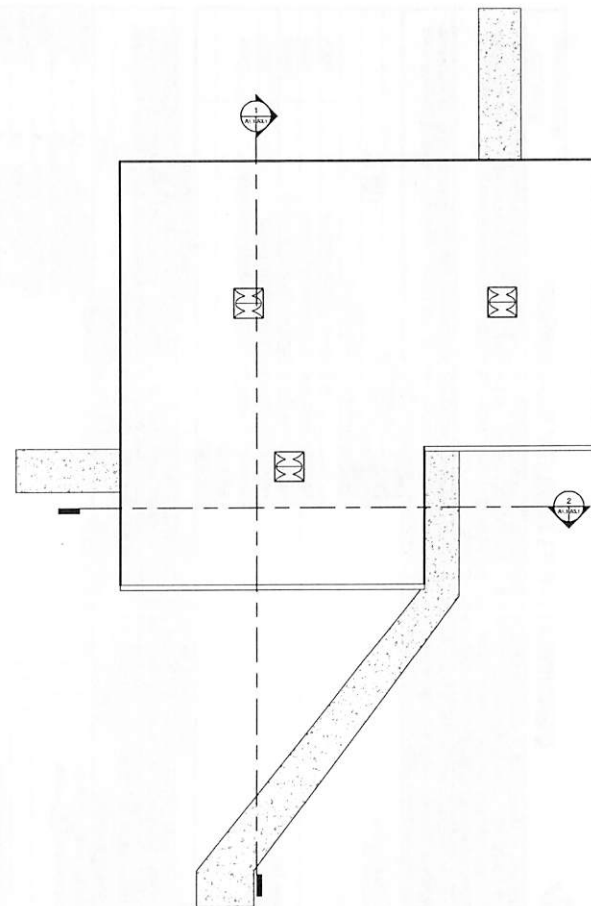
Phase: MARKETING

Building Sections

A3.1 of 12



Reflected Ceiling Plan
Scale: 1/8" = 1'-0"



Roof Plan
Scale: 1/8" = 1'-0"

Client Name

**TAYLOR CO.
JAIL**

589 US-27, Perry, FL 32347



**Clemmons, Rutherford,
& Associates, Inc.**

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Submittal

Phase	Date	Drawn	Checked
MARKETING			

Revision

#	Description	Date

CRA Project # 22520

Phase: **MARKETING**

**Reflected Ceiling / Roof
Plan**

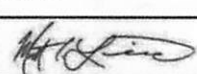
A8.1 of

Allstate Construction Inc

Taylor County Jail – Housings Addition and Rehab

2022-005-OEC

B. Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/23/2022															
<p>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.</p> <p>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).</p>																			
PRODUCER McGriff Insurance Services, Inc. 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339		CONTACT NAME: Toni Abercrombie PHONE: 404-487-7500 FAX: (N/A) E-MAIL: toni.abercrombie@mcgriff.com ADDRESS:																	
INSURED Allstate Construction Inc. 5716 Tower Road Tallahassee, FL 32303		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Charter Oak Fire Insurance Company</td> <td>25815</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company of America</td> <td>25886</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D: Travelers Property Casualty Company of America</td> <td>25874</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>				INSURER	NAIC #	INSURER A: The Charter Oak Fire Insurance Company	25815	INSURER B: The Travelers Indemnity Company of America	25886	INSURER C: Travelers Casualty and Surety Company	19038	INSURER D: Travelers Property Casualty Company of America	25874	INSURER E:		INSURER F:	
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INSURER D: Travelers Property Casualty Company of America	25874																		
INSURER E:																			
INSURER F:																			
COVERAGES CERTIFICATE NUMBER: HK77K5F7 REVISION NUMBER:																			
<p>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.</p>																			
INSR	LTB	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	OT-CO-81N/97899-COF-22	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000 OTHER:												
B	X	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE AUTOS ONLY NON-OWNED AUTOS ONLY	X X	BA-8N/93827-22-26-G	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:												
D	X	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ 10,000		CUP-0P/503203-22-28	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER:												
C	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A X	UB-9N102674-22-28-G	09/01/2022	09/01/2023	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 OTHER:												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Taylor County Jail Taylor County Board of Commissioners is included as Additional Insured as respects the ongoing and completed operations on the General Liability as required by written contract and Auto Liability as required by written contract. A Waiver of Subrogation has been provided in favor of the Certificate Holder on General Liability, Auto Liability and Workers Compensation as required per written contract.																			
CERTIFICATE HOLDER Taylor County Board of Commissioners 105 North Jefferson Street Perry, FL 32347				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 															

Allstate Construction Inc

Taylor County Jail – Housings Addition and Rehab

2022-005-OEC

C. Declaration Page form Workers' Compensation Insurance

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-9N102674-22-26-G

RENEWAL OF (UB-9N102674-21-26-G)

INSURER: TRAVELERS CASUALTY AND SURETY COMPANY
A Stock Company

NCCI CO CODE: 11223

1.
INSURED:
ALLSTATE CONSTRUCTION, INC.
5718 TOWER RD
TALLAHASSEE, FL 32303

PRODUCER:
MCGRIFF INS SERVICES INC
3400 OVERTON PARK DR SE STE 30
ATLANTA, GA 30339

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 09-01-22 to 09-01-23 12:01 A.M. at the insured's mailing address.
3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
FL GA

- B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$ 1,000,000	Each Accident
Bodily Injury by Disease:	\$ 1,000,000	Policy Limit
Bodily Injury by Disease:	\$ 1,000,000	Each Employee

- C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE HI IA ID IL IN KS KY LA MA MD ME MI MN MO
MS MT NC NE NH NJ NM NY OK OR PA RI SC SD TN TX UT VA VT WI WV

- D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY

DATE OF ISSUE: 09-12-22 KC
OFFICE: ATLANTA GA 005
PRODUCER: MCGRIFF INS SERVICES INC EY966

C. Declaration Page form Workers' Compensation Insurance - Continued

TRAVELERS	WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY			
ONE YEAR TERM RENEWED BY CRIS				
TYPE V INFORMATION PAGE WC 99 001 C AJ				
POLICY NUMBER: CA-10102574-12-16-6				
CLASSIFICATION SCHEDULE:				
CLASSIFICATIONS	CODE NO.	PREMIUM BASE ESTIMATED TOTAL ANNUAL REMUNERATION	RATE PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
SEE ATTACHMENT ON INFORMATION PAGE - SCHEDULE(S)				
SIC CODES: CLASS: NAICS: 213320				
TOTAL ESTIMATED ANNUAL REMUNERATION \$				
LESS: 2% EMPLOYER CONTRIBUTION				
GROSS (OTHER THAN GROSS RATE OF PREMIUMS) TOTAL ESTIMATED PREMIUM DEPOSIT AMOUNT DUE				
MINIMUM PREMIUM: \$				
EMPLOYER LIABILITY ENDORSER: \$				
DATE OF ISSUE: 01-14-77 TO				
OFFICE: ATLANTA, GA				
PRODUCER: MCGRAW HILL SERVICES INC. NYSE				
COUNTERSIGNED: AGENT				

Allstate Construction Inc

Taylor County Jail – Housings Addition and Rehab

2022-005-OEC

H. Valid Business/Contractor Licensing/Registration Information

***State of Florida
Department of State***

I certify from the records of this office that ALLSTATE CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on January 10, 1986.

The document number of this corporation is H93690.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 12, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of January, 2022*



Rainald R. R.
Secretary of State

Tracking Number: 4930979062CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

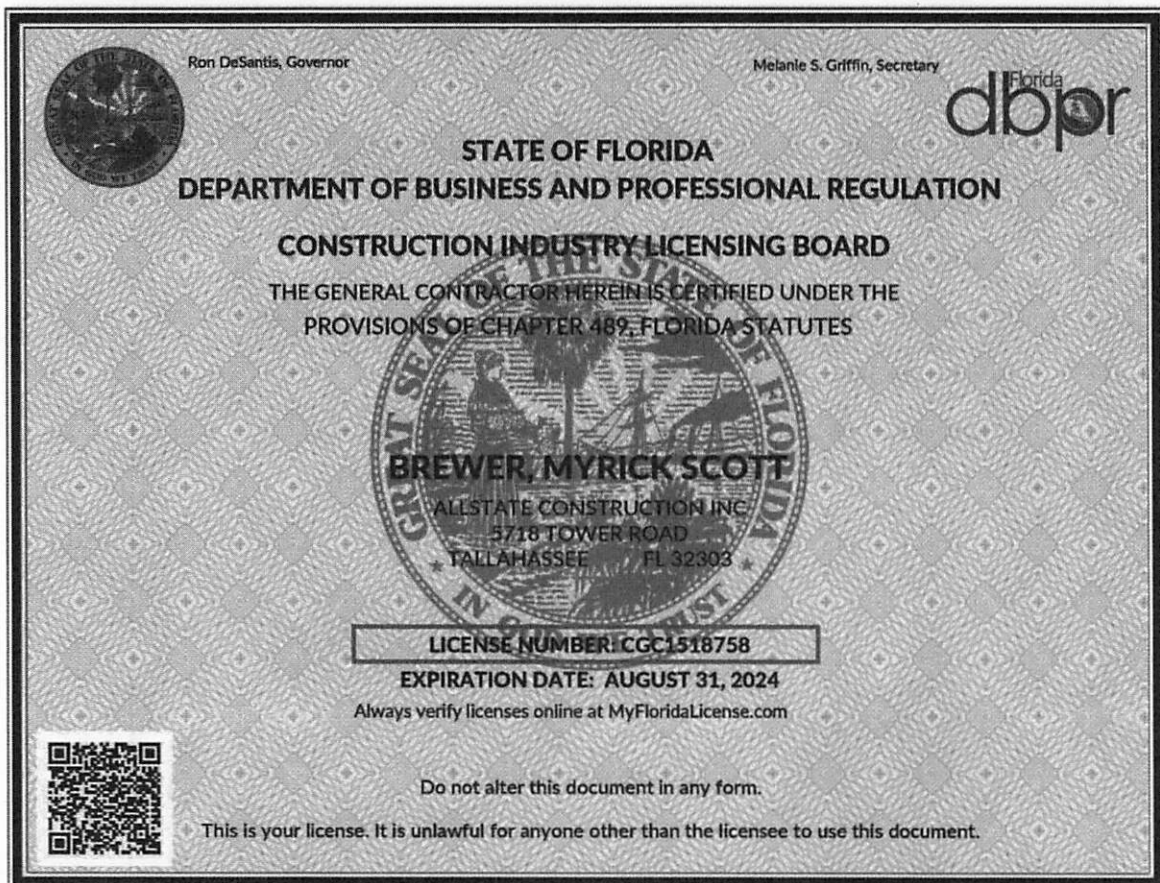
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Allstate Construction Inc

Taylor County Jail – Housings Addition and Rehab

2022-005-OEC

H. Valid Business/Contractor Licensing/Registration Information - Continued



Allstate Construction Inc

Taylor County Jail – Housings Addition and Rehab

2022-005-OEC

- I. List of Proposed Subcontractors and portion of work provided (Include: Scope of Proposed Work, Value of work, % of total)

The proposed subcontractors are To Be Determined following the award of the prime contract with the Taylor County Board of County Commissioner and the final completion of the Construction Documents (Final Design), plans and specifications.

Allstate Construction Inc

Taylor County Jail – Housings Addition and Rehab

2022-005-OEC

- J. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)

The proposed suppliers are To Be Determined following the award of the prime contract with the Taylor County Board of County Commissioner and the final completion of the Construction Documents (Final Design), plans and specifications.

Allstate Construction Inc

Taylor County Jail – Housings Addition and Rehab

2022-005-OEC

K. List of Project References

- Gilchrist County Jail
Gilchrist County Board of Commissioners
209 SE 1st Street
Trenton, FL 32693
Bobby Crosby
Ph. 352.463.3198
Email bcrosby@gilchrist.fl.us
- Wakulla Correctional Institution - Mental Health Unit
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, FL 32399
Kent Bass
Ph. 850.717.3905
Email kent.bass@fdc.myflorida.com
- Gadsden Correctional Institution Renovations
Florida Department of Management Services
4050 Esplanade Way
Tallahassee, Florida 32399
Jamey Creel
Ph. 850.487.1452
- Hernando County Jail Infirmary
Hernando County Sheriff's Office
16425 Spring Hill Drive Brooksville, Florida 34601
Major Shaun Klucznik
Ph. 352.754.6830
Email sklucznik@hernandosheriff.org
- Appling County Jail
Appling County Board of Commissioners
69 Tippins Street, Suite 201
Baxley, Georgia 31513
Sheriff Mark Melton
Ph. 912.367.8120
Email manager@applingco.com
- Long County Jail
Long County Board of Commissioners
Post Office 476
Ludowici, Georgia 31316
Russell Simmons
Ph. 912.545.2143
Email manager.longcounty@yahoo.com

Allstate Construction Inc

Taylor County Jail – Housings Addition and Rehab

2022-005-OEC

L. List of Project References - Continued

- Talbot County Jail and Courthouse
Talbot County Board of Commissioners
74 Monroe Street
Talbotton, Georgia 31827
Carol Ison
Ph. 706.665.3220
Email mcison@talbotcountyga.org
- Flagler County Jail Expansion
Flagler County Sheriff's Office
1001 Justice Lane
Bunnell, Florida 32110
Becky Quintieri
Ph. 386.437.4116
Email bquintieri@flaglersheriff.com