

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, NOVEMBER 19, 2018
9:00 A.M.

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

REGULAR MEETING

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

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

1. Prayer (GUEST PASTOR)
2. Pledge of Allegiance
3. RE-ORGANIZATION OF THE BOARD FOR FY 2018/2019:
 - A. ELECTION OF A CHAIRMAN
 - B. ELECTION OF A VICE-CHAIRMAN
 - C. DISCUSSION OF BOARD PERSONNEL
 - D. DISCUSSION REGARDING BOARD MEETING DATES AND TIMES
 - E. MISCELLANEOUS DISCUSSION (COMMITTEE APPOINTMENTS, ETC.)
 - F. THE BOARD TO APPROVE ITS' RULES OF PROCEDURE
4. THE BOARD TO RECEIVE AND ORDER FILED THE REPORTS OF RECEIPTS, EXPENSES AND NET INCOME FOR SEPTEMBER 30, 2018, ON ALL CONSTITUTIONAL OFFICERS.

5. Approval of Agenda

BIDS/PUBLIC HEARINGS:

6. THE BOARD TO RECEIVE REQUESTS FOR PROPOSALS (RFPS) FOR PROFESSIONAL SERVICES FOR PLANNING TECHNICAL ASSISTANCE, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

7. APPROVAL OF MINUTES - NONE
8. EXAMINATION AND APPROVAL OF INVOICES.
9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
10. THE BOARD TO CONSIDER RELEASE OF BUDGETED FUNDS, IN THE AMOUNT OF \$52,900, AS REQUESTED BY APALACHEE CENTER, AND EXECUTION OF AGREEMENT FOR FY 2018/2019, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.
11. THE BOARD TO CONSIDER APPROVAL OF STATE AID TO LIBRARIES GRANT AGREEMENT, AS AGENDAED BY LAWANDA PEMBERTON, ACTING COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER APPROVAL OF LIST OF PREVIOUSLY APPROVED PROPERTIES SUBMITTED TO THE GULF CONSORTIUM AS POSSIBLE RESTORE ACT/ POT 3 PROJECTS, AS AGENDAED BY THE ACTING COUNTY ADMINISTRATOR.
13. THE BOARD TO CONSIDER APPROVAL OF A T-HANGAR LEASE AT PERRY-FOLEY AIRPORT FOR WILLIAM SIKES, AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.
14. THE BOARD TO CONSIDER APPROVAL OF THE PLACEMENT OF A STORAGE BUILDING AT FOREST CAPITAL HALL, AS REQUESTED BY THE MASTER GARDENERS.
15. THE BOARD TO CONSIDER APPROVAL OF MOWING AT THE CABBAGE GROVE MEMORIAL CEMETERY, AS REQUESTED BY OAKLAND BAPTIST CHURCH.

16. THE BOARD TO CONSIDER APPROVAL OF ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF SAN PEDRO ROAD UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

PUBLIC REQUESTS:

NONE

HOSPITAL ITEMS:

NONE

ADVISORY COMMITTEE REPORTS:

NONE

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENT UNITS:

17. RAY CURTIS, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO DISCUSS AUDIT REPORT REQUIREMENTS.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF BID SPECIFICATIONS AND ADVERTISEMENT FOR THE REPLACEMENT OF THE TAYLOR COUNTY PUBLIC LIBRARY ROOF, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
19. THE BOARD TO DISCUSS INITIATING THE POSSIBLE DISPOSAL OF THE OLD HOSPITAL, AS AGENDAED BY THE COUNTY ENGINEER.
- 19-A. THE BOARD TO CONSIDER AWARDDING THE BID FOR THE REHABILITATION OF TWO (2) HOMES THROUGH THE SHIP PROGRAM, AND THE DEMOLITION AND NEW CONSTRUCTION OF 2 HOMES THROUGH THE CDBG PROGRAM, AND TO APPROVE EXCEEDING THE ARBITRARY COST LIMITS FOR THE CDBG HOUSING ASSISTANCE PLAN (HAP), AS AGENDAED BY THE GRANTS COORDINATOR.

GENERAL BUSINESS:

20. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ASSIST WITH MAINTENANCE ON A SECTION OF THE SPRINGHILL CEMETERY, AS AGENDAED BY COMMISSIONER DEMPS.

21. THE BOARD TO CONSIDER APPROVAL OF DRAFT LETTER OF RECOMMENDATION FOR CITIZEN ROBERT LYNN, FOR THE DAUGHTERS OF THE AMERICAN REVOLUTION HISTORIC PRESERVATION AWARD, AS AGENDAED BY COMMISSIONER PAGE.
22. THE BOARD TO CONSIDER APPROVAL OF LEASE RENEWAL WITH FIRST BAPTIST CHURCH OF PERRY FOR THE USE OF FOREST CAPITAL HALL FOR UPWARD SPORTS, AS AGENDAED BY THE ACTING COUNTY ADMINISTRATOR.

COUNTY ATTORNEY ITEMS:

NONE

ACTING COUNTY ADMINISTRATOR ITEMS:

23. THE BOARD TO DISCUSS HOLIDAY GIFT CARDS FOR ALL COUNTY EMPLOYEES.
24. THE BOARD TO CONSIDER APPROVAL OF VOTING DESIGNATION FOR THE FLORIDA ASSOCIATION OF COUNTIES TRUST (FACT) BOARD OF TRUSTEES.
- 24-A. THE BOARD TO CONSIDER APPROVAL OF COASTAL PARTNERSHIP INITIATIVE GRANT APPLICATION FOR BIG BEND COASTAL SPRINGS INVENTORY PROJECT.
25. THE ACTING COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
26. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
27. 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 LAWANDA PEMBERTON, ACTING 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.

Amounts returned by Constitutional Offices for the FY17/18:

Clerk of Court	\$	47,680.38
Property Appraiser	\$	385.06
Sheriff	\$	163,990.10
Supervisor of Elections	\$	1,166.00
Tax Collector	\$	89,726.00
TOTAL RETURNED	\$	302,947.54

Financials presented
to BCC @ 11/19/18
meeting.

DWelch
11/15/18

CLERK OF CIRCUIT COURT

VENDOR NO. C1006

CHECK NO. 1014074

Account	Purchase Order	Invoice Number	Amount	Description
0179 59102		EXCESS FEES	47,680.38	EXCESS FEES FY 17/18

C1006

BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
P.O. BOX 620
PERRY, FL 32348
OPERATING ACCOUNT

CHECK DATE

10/31/18

CHECK NO.

1014074

CITIZENS STATE BANK
PERRY, FL 32348

63-650/631

AMOUNT

\$***47,680.38*

VOID AFTER 180 DAYS
OPERATING ACCOUNT

PAY THE SUM OF *****47680* DOLLARS AND *38* CENTS

TO THE
ORDER
OF

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

Annie Mae Murphy
AUTHORIZED SIGNATURES

⑈ 1014074 ⑈

⑈ 06310650 ⑈ 0000007100016275 ⑈

ANNIE MAE MURPHY
CLERK OF CIRCUIT COURT
TAYLOR COUNTY, FL
PO 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 17/18

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:

ANNIE MAE MURPHY

TITLE OF CHIEF FINANCIAL OFFICER:

CLERK OF COURT

TELEPHONE NUMBER:

(850) 838-3506 x112

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

ANNIE MAE MURPHY, Clerk

(850) 838-3506 x112

RECEIVED

OCT 31 2018

ANNIE MAE MURPHY
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, 2018.

Annie Mae Murphy
Annie Mae Murphy, Clerk

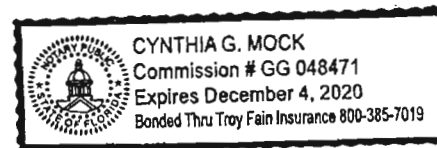
Office of Clerk of Court
Taylor County, Florida

STATE OF FLORIDA
COUNTY OF TAYLOR

SWORN TO AND SUBSCRIBED BEFORE ME, this 31st day of October, 2018
By ANNIE MAE MURPHY, who is Personally Known ☒ or Produced Identification _____
Type of Identification Produced _____

Cynthia G. Mock
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 17/18

TOTAL EXPENDITURES AND REVENUE

[illegible]

REVENUE & EXPENDITURES/EXPENSES

REPORTING ENTITY: CLERK OF COURT

REPORTING FUND GROUP: COUNTY/BCC FUND 054 FY 17/18

REVENUES/OTHER CREDITS

[illegible]

REVENUE & EXPENDITURES/EXPENSES

REPORTING ENTITY: CLERK OF COURT

REPORTING FUND GROUP: COUNTY/BCC FUND 054 FY 17/18

EXPENDITURES/DEBITS[illegible]

Total: 385.06
from Property
Appraiser

BRUCE A. RATLIFF, PROPERTY APPRAISER
TAYLOR COUNTY, FLORIDA
108 NORTH JEFFERSON STREET, SUITE 201
PERRY, FL 32347

CAPITAL CITY BANK
63-68/631
63-68/631

19775
FRAUDARMOR

Check Number: 19775

DATE

Oct 30, 2018

Memo:

AMOUNT

Three Hundred Eighty-Five and 06/100 Dollars

\$ 385.06

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

NOT VALID AFTER 90 DAYS

B. A. Ratliff
AUTHORIZED SIGNATURE

⑈019775⑈ ⑈063100688⑈

2132763001⑈

BRUCE A. RATLIFF, PROPERTY APPRAISER

19775

SAVINGS INTEREST
EXCESS FUNDS

13.24

371.82

10/30/18

19775

TAYLOR COUNTY BCC

\$385.06

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
Bruce A. Ratliff

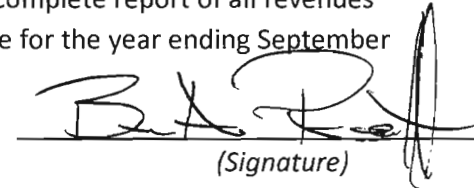
Title of chief financial officer
Property Appraiser

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, 2018


(Signature)

Office of Property Appraiser
Taylor County

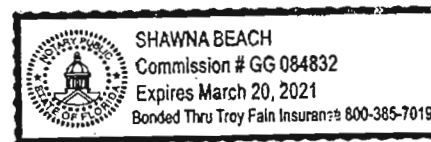
STATE OF FLORIDA
COUNTY OF TAYLOR

Sworn to and subscribed before me this 30th day
of October, 2018, by Bruce A. Ratliff

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 _____



RECEIVED

OCT 30 2018

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

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 LIABILITES							

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

REPORTING ENTITY Taylor County Property AppraiserID 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		385.06					
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS		385.06					

**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	385.06			XXXXXXX	XXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXX	XXXXXXX	
Accounts receivable (net)	115				XXXXXXX	XXXXXXX	
Interfund receivables and advances	23X				XXXXXXX	XXXXXXX	
Receivables from other governments	133				XXXXXXX	XXXXXXX	
Other receivables (net)	12X				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		385.06					

(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	731,884

TOTAL REVENUES AND OTHER CREDITS

731,884

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	10,275
513.1014	OVERTIME	1,000
513.1015	SPECIAL PAY	1,500
513.102152	FICA - REGULAR	6,204
513.102153	FICA - OTHER	191
513.102154	MEDICARE	(5,107)
513.102251	RETIREMENT - OFFICIAL	(786)
513.102252	RETIREMENT - EMPLOYEE	1,109
513.102253	RETIREMENT - SMS/SES	(8,039)
513.102254	RETIREMENT - DROP	2,539
513.1023	LIFE & HEALTH INSURANCE	15,757
513.1025	UNEMPLOYMENT COMPENSATION	(50)
513.3151	EDP SERVICES - SOFTWARE	281
513.3152	APPRAISAL SERVICES	(18,362)
513.3153	MAPPING SERVICES	(6,793)
513.3154	LEGAL SERVICES	3,000
513.3400	OTHER CONTRACTUAL SERVICE	(5,750)
513.4000	TRAVEL & PER DIEM	2,739
513.4100	COMMUNICATIONS/TELEP	(2,065)
513.4251	POSTAGE	1,844
513.4451	RENTALS & LEASES OFFICE	39
513.4651	REPAIR & MAINT. OFFICE EQ	1,500
513.4652	REPAIR & MAINT. - VEH	1,018
513.4700	PRINTING & BINDING	(1,276)
513.4951	LEGAL ADVERTISEMENT	(943)
513.4959	OTHER CURRENT CHARGES	(83)
513.5100	OFFICE SUPPLIES	(1,977)
513.5453	EDUCATION	2,710
513.5454	DUES/MEMBERSHIP	-104
513.6453	OFFICE EQUIP. CAPITAL	
513.9300	SPECIAL CONTINGENCY	
513.9400	EMERGENCY CONTINGENCY	
		371

TOTAL EXPENDITURES AND OTHER DEBITS

Duplicate this page if additional lines are needed

Total : 163,990.10
From Sheriff.

TAYLOR CO SHERIFF'S OFFICE

4428

2017-2018

10/31/18

121,753.83

121,753.83

Budget Close Out 17-18 FY 9,143.56
Revenue Close Out 17-18 FY 112,010.27

10/31/18

4428

Board of County Commissioners

\$121,753.83

SECURITY FEATURES INCLUDE: TRUE WATERMARK PAPER; HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

TAYLOR CO SHERIFF'S OFFICE
WAYNE PADGETT, SHERIFF
108 N JEFFERSON ST STE 103
PERRY, FL 32347

CAPITAL CITY BANK
TALLAHASSEE, FL 32302

4428
63-68/631

DATE
Oct 31, 2018

Check Number 4428

Memo:

AMOUNT

\$ 121,753.83

One Hundred Twenty-One Thousand Seven Hundred Fifty-Three and 83/100 Dollars

PAY
TO THE
ORDER
OF:

Board of County Commissioners
108 North Jefferson Street
Perry, FL 32347

VOID AFTER 180 DAYS



Wayne Padgett
AUTHORIZED SIGNATURE

004428 063100688 10000239672

TAYLOR CO SHERIFF'S OFFICE

4432

Close Out Yr

10/1/18

42,236.27

42,236.27

Budget Close Out 17-18 FY 4791.27
Revenue Close Out 17-18 FY 37,445.00
42,236.27

10/31/18

4432

Board of County Commissioners

\$42,236.27

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

TAYLOR CO SHERIFF'S OFFICE
WAYNE PADGETT, SHERIFF
108 N JEFFERSON ST STE 103
PERRY, FL 32347

CAPITAL CITY BANK
TALLAHASSEE, FL 32302

4432
63-68/631

DATE
Oct 31, 2018

Check Number 4432

Memo:

AMOUNT

\$ 42,236.27

Forty-Two Thousand Two Hundred Thirty-Six and 27/100 Dollars

PAY
TO THE
ORDER
OF:

Board of County Commissioners
108 North Jefferson Street
Perry, FL 32347

VOID AFTER 180 DAYS



AUTHORIZED SIGNATURE

Wayne Padgett

004432 063100688 10000239672

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR

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: Sandy Hunter

Telephone number (850) 584-4225

RECEIVED

NOV - 6 2018

ANNIE MAE MURPHY
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, 2018.


(Signature)

Office of Sheriff


Taylor County

STATE OF FLORIDA

COUNTY OF Taylor

Sworn to and subscribed before me this 30th day

Of October, 2018, by Wayne Padgett


Signature of Notary Public - State of Florida
DARA R. FIERRO
(Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known X or Produced Identification _____
Type of Identification Produced _____



REPORTING ENTITY Taylor County Sheriff's Office ID NUMBER 62-002

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			162,023			
Taxes and assessments receivable (net)	11X						
Accounts receivable (net)	115			1,967			
Interfund receivables and advances	23X						
Receivables from other governments	133						
Other receivables (net)	12X						
Emergency Management							
Inventories	14X						
Investments (net)	151						
Prepaid items	155						
Other assets	156						
Fixed assets	16X						
Amount available in debt service	180						
Amount to be provided	181						
TOTAL ASSETS AND OTHER DEBITS				163,990			

(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

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

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

REPORTING ENTITY Taylor County Sheriff's Office **ID 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						
Fund balance - unreserved 271						
Contributed capital 250						
Retained earnings - reserved 248						
Retained earnings - unreserved 272						
Investment in general fixed assets 280						
TOTAL EQUITY						
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS						

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

Account Number	Description	Amount
338.521	Shared Revenue - BCC Law Enforcement	3,834,074
338.523	Shared Revenue - BCC Corrections	2,546,863
338.581	Shared Revenue - BCC Contingency	1,000
338.585	BCC Budget Amendment	-
338.592	SRO - School Board	41,432
338.597	DOC Restitution	571
338.600	Special Deputies	37,445
338.601	Workman's Compensation	400
338.604	Miscellaneous Revenue	145
338.606	911 Coordinator and Assistant	62,700
338.617	Investigative Costs	6,343
338.622	Inmate Transport Reimbursement	420
	Emergency Management Funds	40,269
	Emergency Management Funds - Keep	(40,269)
TOTAL REVENUES AND OTHER CREDITS		6,531,392

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

EXPENSES AND OTHER DEBITS
(511 THROUGH 592)

Whole Dollars Only[illegible]

TOTAL EXPENDITURES AND OTHER DEBITS

6,367,402

Duplicate this page if additional lines are needed.

Taylor County Sheriff's Office
General Ledger Trial Balance
As of Sep 30, 2018

Filter Criteria includes: 1) IDs: Multiple IDs. Report order is by ID. Report is printed in Detail Format.

Account ID	Account Description	Debit Amt	Credit Amt
101.400	Cash - Operating Account	155,660.67	
101.500	Cash - Payroll Account CC	6,362.16	
200.001	Accounts Receivable	1,967.27	
338.521	Shared Rev. - BCC		6,381,937.00
338.592	SRO - School Board		41,431.57
338.597	Restitution		570.66
338.600	Special Deputies		37,445.00
338.601	Workers Compensation		400.02
338.604	Misc. Revenue		145.33
338.606	911 Coordinator		62,699.72
338.617	Investigative Costs		6,342.97
338.622	Inmate Transport Reimburs		420.00
	Total:	163,990.10	6,531,392.27

Taylor County Sheriff's Office**General Ledger****For the Period From Sep 1, 2018 to Oct 31, 2018**

Filter Criteria includes: 1) IDs from 400.00 to 400.00. Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
400.00	9/1/18			Beginning Balance			
Retained Earnings	10/1/18			Beginning Balance			-163,990.10
	10/31/18			Ending Balance			-163,990.10

Taylor County Sheriff's Office
Overall Budget
Compared with Current Expenses
For the Twelve Months Ending September 30, 2018

	Year to Date Budget	Year to Date Actual	Year to Date Balance
Personal Services			
Law Enforcement	\$ 3,401,165.88	\$ 3,455,114.92	(53,949.04)
Corrections	<u>2,036,158.89</u>	<u>1,967,971.90</u>	<u>68,186.99</u>
Total Personal Services	<u>5,437,324.77</u>	<u>5,423,086.82</u>	<u>14,237.95</u>
 Operating Expense			
Law Enforcement	432,908.15	461,761.14	(28,852.99)
Corrections	<u>510,704.08</u>	<u>482,554.21</u>	<u>28,149.87</u>
Total Cost of Operating Expenses	<u>943,612.23</u>	<u>944,315.35</u>	<u>(703.12)</u>
 Capital Outlay			
Law Enforcement	0.00	0.00	0.00
Corrections	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
 Contingency			
Agency Contingency	1,000.00	0.00	1,000.00
 Budget vs Actual	<u>6,381,937.00</u>	<u>6,367,402.17</u>	<u>14,534.83</u>

DEPOSIT TICKET

Board of Commission 03/13
General Fund
P.O. Box 620
Perry, FL 32348

DATE 11/7/18

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

ENDORSE & LIST CHECKS SEPARATELY
OR ATTACH LIST



⑆50200650⑆ 7100014884⑈

TOTAL
ITEMS

\$

163990.10

	DOLLARS	CENTS
CURRENCY		
COINS		
TOTAL CASH		
CHECKS		
1		
2	42236	27
3		
4	121753	83
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
TOTAL FROM ATTACHED LIST		
PLEASE RE-ENTER TOTAL HERE	163990	10

CHECKS AND OTHER ITEMS RECEIVED FOR
DEPOSIT ARE SUBJECT TO THE PROVISIONS
OF THE UNIFORM COMMERCIAL CODE OR ANY
APPLICABLE COLLECTION AGREEMENT.

Total: \$1,166
From Supervisor of
Elections

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM



Supervisor of Elections

TAYLOR COUNTY
PERRY, FLORIDA 32347

Check Number 22654

CAPITAL CITY BANK
63-68/631

22654
FRALDARMOR

Oct 31, 2018

Memo: RETURN EXCESS FEES 2017-18

DATE 1,166.00

AMOUNT

PAY

One Thousand One Hundred Sixty-Six and 00/100 Dollars

TO THE
ORDER
OF

BOARD OF COUNTY COMMISSIONERS
P O Box 620
Perry, FL 32348

DANA SOUTHERLAND
SUPERVISOR OF ELECTIONS



Dana Southerland

AUTHORIZED SIGNATURE

⑈022654⑈ ⑆063100688⑆7480480802⑈

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR 2017-18

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. Stengel**

Telephone number (850) 838-3517

RECEIVED

OCT 31 2018

**ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA**

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, 2018.

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 18, by _____

Ellen M. Grubbs

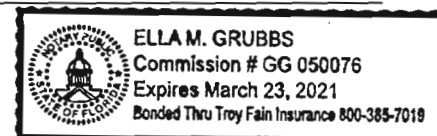
Signature of Notary Public - State of Florida

Ellen M. Grubbs

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

Personally Known ☒ or Produced Identification ☐

Type of Identification Produced _____



REPORTING ENTITY Taylor County Supervisor of ElectionsID 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			74,503	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				74,503			

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				74,503			

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			75,669	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				75,669			

(CONTINUED)

FUND GROUP

REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: Taylor County Supervisor of Elections

ID Number: 0902

REPORTING FUND GROUP: General - Operating Account

REVENUES AND OTHER CREDITS
(311.000 THROUGH 390.000)

Whole Dollars Only[illegible]

TOTAL REVENUES AND OTHER CREDITS

564,511

Duplicate this page if additional lines are needed.

FUND GROUP

REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: Taylor County Supervisor of Elections

ID Number: 0902

REPORTING FUND GROUP: General - Operating Account

EXPENSES AND OTHER DEBITS
(511 THROUGH 592)

Whole Dollars Only[illegible]

TOTAL EXPENDITURES AND OTHER DEBITS

563,345

Duplicate this page if additional lines are needed.

Total: 89,726
From Tax Collector

MARK WIGGINS, TAX COLLECTOR
TAYLOR COUNTY
OPERATING ACCOUNT
P.O. BOX 30
PERRY, FL 32348

CITIZENS STATE BANK OF PERRY
PERRY, FL 32347
63-650/631

21684
FRAUDARMOR

DATE
Oct 31, 2018

AMOUNT

\$
***\$89,726.00

Memo: RETURN EXCESS FEES 2017-18

PAY TO THE ORDER OF: Eighty-Nine Thousand Seven Hundred Twenty-Six and 00/100 Dollars

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

VOID AFTER 90 DAYS



AUTHORIZED SIGNATURE

Mark Wiggins

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL
REPORT FOR
2017-18

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. Stengel, 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, 2018.

(Signature)


Office of Tax Collector

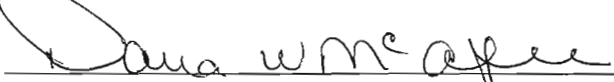
Taylor County

STATE OF FLORIDA

COUNTY OF Taylor

Sworn to and subscribed before me this 31st day

of October, 20 18, by Mark Wiggins


Signature of Notary Public - State of Florida

Dana W. McAfee
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X or Produced Identification _____

Type of Identification Produced _____



RECEIVED
OCT 31 2018
ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Duplicate this page if additional lines are needed.

FUND GROUP

REPORTING ENTITY: TAYLOR COUNTY TAX COLLECTOR

ID Number: 62-004

REPORTING FUND GROUP:

General - Operating Account

EXPENSES AND OTHER DEBITS

(511 THROUGH 592)

Whole Dollars Only[illegible]

TOTAL EXPENDITURES AND OTHER DEBITS

1,016,810

Duplicate this page if additional lines are needed.

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			378,279	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X			18,539	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				396,818			

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	1,900	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			1,900		XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS			398,718			

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			453,756	XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115			34,688	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				488,444			

(CONTINUED)

(9)

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, 2019, to be less than the advertised budget.

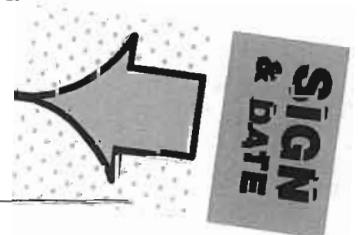
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$9,374	001-3899010	Cash Brought Forward
Expenditures:		
\$9,374	1102-53401	FWC Art. Reef Monitoring Grant 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 19th day of November, 2018 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



the actual balance of designated funds at FYE '18 was more than projected/budgeted in the FY '19 budget

SUNGARD PENTAMATION, INC.
DATE: 11/02/2018
TIME: 07:57:36

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='1102'
ACCOUNTING PERIODS: 1/18 THRU 13/18

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 1102 - FWC ARTIFICIAL REEF MONIT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-530-537-1102-1102 - FWC ARTIFICIAL REEF MONIT										
53401	CONTRACTUAL SERVICES					.00	.00	.00	BEGINNING BALANCE	
	06/04/18	11-9				.00				
	06/04/18	13-9				9,500.00			FWC ARTIFICIAL REEF MONIT	
	07/17/18	21-10	58750		6585 TAYLOR CO. REEF		3,000.00	.00	TAY.CO.REEF MONITORIN	
	08/06/18	21-11	58828		7340 JOHNNY WEEKS		800.00	.00	7/14/18 CHARTER-REEF	
	09/04/18	21-12	59018		7340 JOHNNY WEEKS		800.00	.00	8/18/18 CHARTER	
	09/04/18	21-12	59018		7340 JOHNNY WEEKS		800.00	.00	9/1/18 CHARTER	
	11/05/18	21-13	005-2018		7340 JOHNNY WEEKS		1,600.00	.00	CHARTER 9/15&9/29	
TOTAL	CONTRACTUAL SERVICES					9,500.00	7,000.00	.00		2,500.00
54000	TRAVEL & PER DIEM					.00	.00	.00	BEGINNING BALANCE	
	06/04/18	11-9				.00				
	06/04/18	13-9				424.00		.00	FWC ARTIFICIAL REEF MONIT	
TOTAL	TRAVEL & PER DIEM					424.00	.00	.00		424.00
55101	OFFICE SUPPLIES					.00	.00	.00	BEGINNING BALANCE	
	06/04/18	11-9				.00				
	06/04/18	13-9				500.00		.00	FWC ARTIFICIAL REEF MONIT	
TOTAL	OFFICE SUPPLIES					500.00	.00	.00		500.00
55103	EQUIPMENT < \$1,000					.00	.00	.00	BEGINNING BALANCE	
	06/04/18	11-9				.00				
	06/04/18	13-9				4,500.00		.00	FWC ARTIFICIAL REEF MONIT	
TOTAL	EQUIPMENT < \$1,000					4,500.00	.00	.00		4,500.00
55202	SAFETY PRODUCTS/SUPPLIES					.00	.00	.00	BEGINNING BALANCE	
	06/04/18	11-9				.00				
	06/04/18	13-9				650.00		.00	FWC ARTIFICIAL REEF MONIT	
TOTAL	SAFETY PRODUCTS/SUPPLIES					650.00	.00	.00		650.00
55210	PETROLEUM PRODUCTS					.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
DATE: 11/02/2018
TIME: 07:57:36

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2
AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='1102'
ACCOUNTING PERIODS: 1/18 THRU 13/18

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 1102 - FWC ARTIFICIAL REEF MONIT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
55210			PETROLEUM PRODUCTS		(cont'd)					
	06/04/18	11-9				.00				
	06/04/18	13-9				800.00			FWC ARTIFICIAL REEF MONIT	
TOTAL			PETROLEUM PRODUCTS			800.00	.00	.00		800.00
TOTAL TOTL/DEPT - FWC ARTIFICIAL REEF MONIT						16,374.00	7,000.00	.00		9,374.00
TOTAL FUND - GENERAL FUND						16,374.00	7,000.00	.00		9,374.00
TOTAL REPORT						16,374.00	7,000.00	.00		9,374.00

Balance @
9/30/18
Dweelch.



CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

November 2, 2018

Ms. Tammy Taylor
Taylor County Finance Director
Post Office Box 620
Perry, Florida 32348

Dear Ms. Taylor:

Enclosed is the Memorandum of Agreement between Taylor County and Apalachee Center, Inc. Please return a signed copy to my attention so that we will have one for our files. I would also like to request the contract amount of \$52,900.

0390-53401

If you have any questions or need additional information, please call me at (850) 523-3231.

Sincerely,

Dale S. Layfield
Senior Accountant

Enclosure

RECEIVED

NOV - 6 2018

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Agenda
11/19/18
DWelch



CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

MEMORANDUM OF AGREEMENT TO PROVIDE MATCHING FUNDS

This agreement is between Apalachee Center, Inc. (ACI) and Taylor County (the County).

Whereas, ACI is the designated public receiving facility for the county and as such, maintains crisis stabilization and detoxification services available on a 24 hour basis, and

Whereas, the County acknowledges that the majority of patients accessing the aforementioned services are medically indigent and afford no means of generating the required matching funds.

Now, therefore, ACI and the County mutually agree to the following:

- 1.) ACI will furnish the County with monthly statements which reflect the County's match requirement for crisis stabilization and detoxification services calculated based upon actual expenditures and County utilization statistics.
- 2.) County agrees to pay ACI a lump sum of \$52,900 to cover the estimated match requirement for crisis stabilization and detoxification services provided to County residents, for Fiscal 18/19.
- 3.) In the event that the lump sum payment of \$52,900 exceeds the actual match requirement, ACI will credit the excess to the following fiscal year.

Representative Date
Taylor County Board of
County Commissioners

Dean Wilton *11/7/18*
Representative Date
Apalachee Center, Inc.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE
TAYLOR COUNTY PUBLIC LIBRARY STATE AID APPLICATION.



MEETING DATE REQUESTED:

November 19, 2018

Statement of Issue:

THIS IS THE ANNUAL STATE AID TO LIBRARIES GRANT APPLICATION FOR FY 2018-2019. THE PURPOSE OF THE STATE AID PROGRAM IS TO ENCOURAGE LOCAL GOVERNMENTS TO ESTABLISH AND CONTINUE DEVELOPMENT OF FREE LIBRARY SERVICES TO ALL RESIDENTS OF FLORIDA.

Recommended Action: APPROVE THE GRANT APPLICATION

Fiscal Impact:

Budgeted Expense: YES

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext.7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

**Taylor County Board of County Commissioners for and on behalf of Taylor County Public
Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the **Taylor County Board of County Commissioners** for and on behalf of **Taylor County Public Library**, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2018-19 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, *Florida Statutes*, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2016 - September 30, 2017.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2016 through June 30, 2019. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and

- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.
- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- Payment will be an advance in the amount of 100% of the grant award for the period October 1, 2016 through June 30, 2019. The Grantee will:
 - Have expended funds to provide free library service during the period October 1, 2016 - September 30, 2017;
 - Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2016 - September 30, 2017 only;
 - Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
 - Provide the Certification of Credentials for the Single Administrative Head; and
 - Provide a Certification of Hours, Free Library Service and Access to Materials.
- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2016 to June 30, 2019, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2016) and concludes with the end of the State of Florida's current fiscal year (June 30, 2019).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2016 – September 30, 2017) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone: 850.245.6620
Facsimile: 850.245.6643
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Ms. Dieidre Newman, Community Services Director
Taylor County Public Library
403 North Washington Street
Perry, Florida 32347-2791
Phone: 850.838.3512
Facsimile: 850.838.3514
Email: dnewman@3riverslibrary.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2018-19 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be an advance in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (dated February, 2011), incorporated by reference, which are available online at myfloridacfo.com/aadir/reference_guide.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.

- 12. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (dated February, 2011) (myfloridacfo.com/aadir/reference_guide), incorporated by reference.
- 13. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 14. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.
- 15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close-out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. Noncompliance. Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

19. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

- 21. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

31. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

33. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

34. Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

36. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov), incorporated by reference).

37. Governing Law. This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2018-19 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

By: _____
Chair of Governing Body or
Chief Executive Officer

Typed name and title

Date

Clerk or Chief Financial Officer

Typed name and title

Date

Department of State:

By: _____

Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Witness

Date

ATTACHMENT A

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR 200.90, 200.64 & 200.70 as revised.

- i. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2CFR 200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, as revised, will meet the requirement of this part.
- ii. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.

- iii. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (l), *Florida Statutes*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), 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 Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. 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 the Department of State, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain 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 of State, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State, State Aid to Libraries; CSFA Number 45.030. Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B

[Fiscal Year 2018-19 State Aid to Libraries Final Grants]

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Hours, Free Library Service and Access to Materials

The Taylor County Board of County Commissioners,
(Name of library governing body)
governing body for the
Taylor County Public Library,
(Name of library)

hereby certifies that the following statements are true for the time period October 1, 2016
through June 30, 2019:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

Date

Name (Typed)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



RESTORE ACT/POT 3 LIST OF PROPERTIES FOR
CONSIDERATION

MEETING DATE REQUESTED:

November 19, 2018

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF FORMAL LIST
OF RESTORE ACT/POT 3 FUNDING PROJECTS FOR
CONSIDERATION.

Recommended Action: APPROVE LIST

Fiscal Impact:

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: AT THE BOARD WORKSHOP AND REGULAR MEETINGS
HELD ON JUNE 20, 2017, THE BOARD APPROVED THE ATTACHED PROPERTIES
FOR SUBMISSION TO THE GULF CONSORTIUM. ON JUNE 21, 2017 A LIST WAS
CREATED AND LATER SUBMITTED TO THE GULF CONSORTIUM TO BE INCLUDED
IN THE STATE EXPENDITURE PLAN. DURING THE NOVEMBER 8, 2018 BOARD
WORKSHOP IT WAS BROUGHT TO THE BOARD'S ATTENTION THAT AN ACTUAL
DOCUMENT LISTING THESE PROPERTIES WAS NOT PART OF THE RECORD.

Options:

Attachments: DOCUMENT

GULF CONSORTIUM POT 3 STATE EXPENDITURE PLAN PROJECTS

6/20/2017 BOCC Approved

PROPERTY	PARCEL NUMBER	ADDRESS
HUTCHINS PROPERTY	07193-000	22645 FISH CREEK HIGHWAY PERRY, FL 32348
KEATON BEACH MARINA	06870-050	20650 KEATON BEACH DRIVE PERRY, FL 32348
HAMDAN PROPERTY	06994-000	20470 MARINA ROAD PERRY, FL 32348
SPRING WARROR	06501-000	
YATES CREEK (CLARK)	06565-000 06564-300 06563-200 06568-000 06563-300 06564-050 06564-000 06560-710 06560-700 06560-720	4689 YATES CREEK ROAD
YATES CREEK (EZELL)	06563-400 06563-000	

H. LUNDY PROPERTY	06669-000	1750 JL GIPSON ROAD PERRY, FL 32348
BIRD ISLAND	07188-000	45 BIRD ISLAND GR. PERRY, FL 32348
PALM GROVE MARINA	09965-000	104 FIRST AVENUE SW STEINHATCHEE, FL
OLD FISH MARKET	09965-050	104 FIRST AVE SW STEINHATCHEE, FL
LINDSEY ISLAND	07040-000	VACANT
DALLUS CREEK	FWC PROPERTY IN TAYLOR COUNTY, WOULD LIKE TO EXPLORE PARTNERSHIP	
HAGANS COVE	FWC PROPERTY IN TAYLOR COUNTY, WOULD LIKE TO EXPLORE PARTNERSHIP	

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the T-Hangar Lease Agreement at Perry-Foley Airport for William Sikes.

Meeting Date:

November 19, 2018

Statement of Issue:

Board to approve the T-Hangar Lease Agreement at Perry-Foley Airport for William Sikes.

Recommendation:

Approve T-Hangar Lease Agreement

Fiscal Impact:

\$ T-Hangars lease for \$160.00 per month plus tax.

Budgeted Expense:

Yes

☐

No

☐

N/A

☒**Submitted By:**

Jami Boothby, Grants Coordinator

Contact:

Jami Boothby

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

Mr. William Sikes is requesting a lease agreement for a T-Hangar at the Perry-Foley Airport for a period of one year. The T-Hangar leases for \$160.00 per month plus tax.

Options:

1. Approve the lease agreement

2. Deny the lease agreement

Attachments:

1. Lease Agreement for William Sikes



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

TED LAKEY, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, Extension 107 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

Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 5th day of November, 2018 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and William Sikes ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Hangar:**

Lessor hereby leases to Lessee Hangar# 3 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: Cessna 182P Red, White & Blue

Registration No. N7454Q (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

The term of this agreement shall commence on the 5TH day of November, 2018, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$160.00 lease and \$11.20 tax for a total of \$171.20 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the charge in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to: Taylor County Board of Commissioners and mailed or delivered to 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

Aircraft T-Hangar defined.

- a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of at least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. **Obligations of the Lessee:**

- a. **Storage:** The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. **Use of Hangar:** T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A,**

Paragraph C, Preventative Maintenance, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. Regulatory Review:

Copies of the regulations outlined in Section 5 Obligations of the Lessee can be viewed at the Airport Manager's office.

6. Sublease/Assignments:

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

7. Condition of Premises:

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. Alterations:

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained

in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury - \$50,000 and
- b. Property Damage - \$500,000 per accident.
- c. Claims payable by occurrence.

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

12. **Disclaimer of Liability:**

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

13. **Default:**

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filled by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice

Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. **Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

Governing Law:

This Agreement shall be construed in accordance with the laws of Florida.

15. **Relationship of Parties:**

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee.

Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. **Appurtenant Privileges:**

a. **Use of Airport Facilities:**

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. **Maintenance of Airport Facilities:**

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. **Airspace and Approaches:** Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and

the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

18. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

19. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

PERRY – FOLEY AIRPORT

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

ATTN: MELODY COX

2. If to Lessee, address to:

214 SW 735th St
Steinhatchee FL
32359

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar.

Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

23. **Severability:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. **Venue:** Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor: Taylor County Board of County Commissioners, Florida

By: [Signature]

Title: Airport Director or Airport Manager

Lessee: William Sikes

By: [Signature]

Title: Owner

By: _____
Attested by: Annie Mae Murphy- Clerk of Court

By: _____
County Administrator or
Chairman of the Board of Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

APPROVAL OF REQUEST TO PLACE STORAGE BUILDING
AT FOREST CAPITAL HALL GROUNDS.



MEETING DATE REQUESTED:

NOVEMBER 19, 2018

Statement of Issue:

THE TAYLOR COUNTY MASTER GARDENERS HAS PURCHASED A STORAGE BUILDING TO STORE MATERIALS. THEY ARE REQUESTING APPROVAL BY THE BOARD TO PLACE THE BUILDING AT FOREST CAPITAL HALL. THIS ITEM WAS PRESENTED TO THE BOARD AT THE NOVEMBER 8TH WORKSHOP.

Recommended Action:

APPROVE

Fiscal Impact:

N/A

Budgeted Expense:

Submitted By:

TAYLOR COUNTY MASTER GARDENERS

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

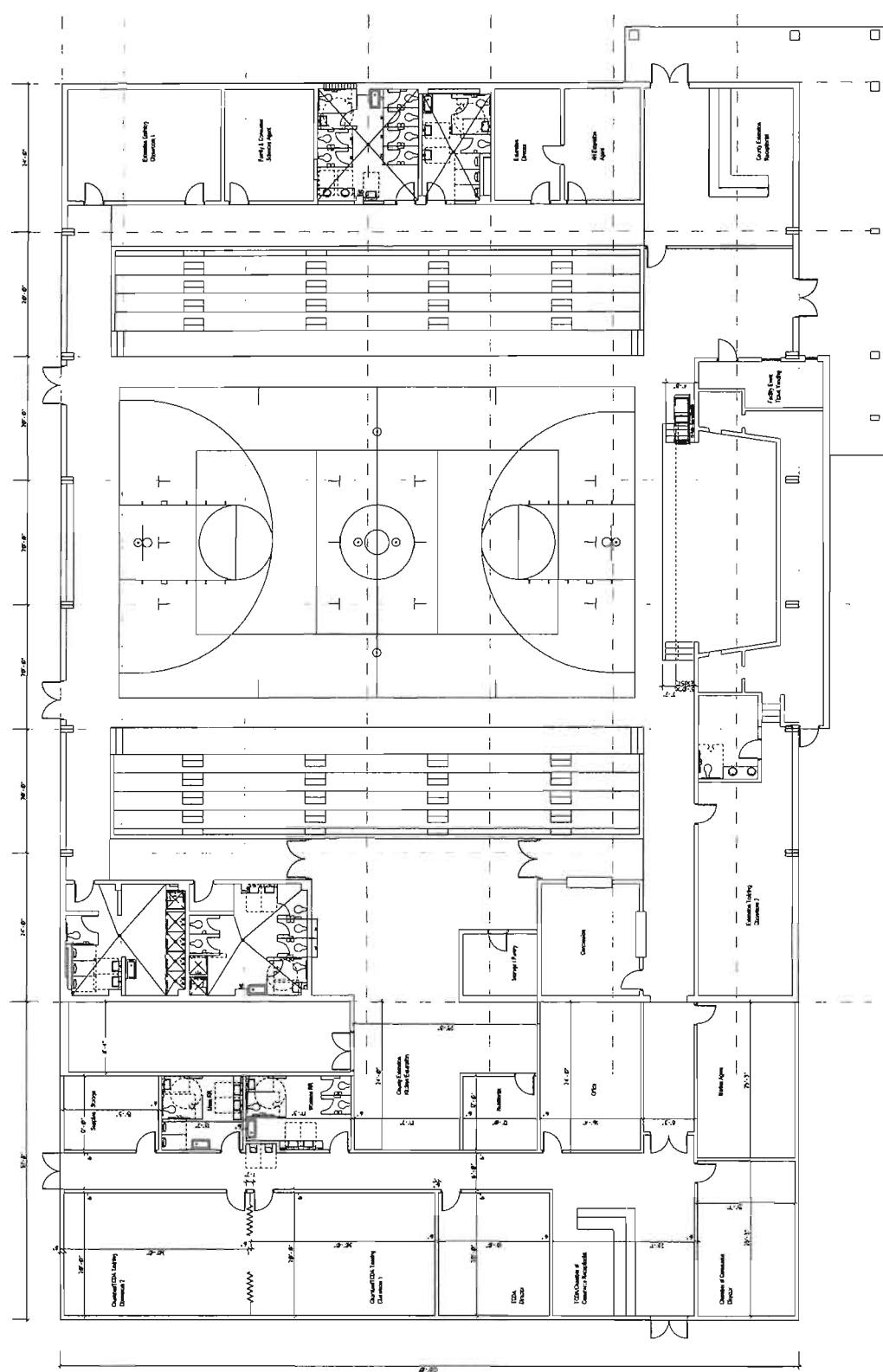
History, Facts & Issues:

Options:

Attachments:

MAP SHOWING LOCATION OF BUILDING

East
May 19



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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: CABBAGE GROVE MEMORIAL CEMETERY



MEETING DATE REQUESTED: NOVEMBER 19, 2018

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF ADDING THE CABBAGE GROVE MEMORIAL CEMETERY TO THE COUNTY MOWING LIST.

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: CABBAGE GROVE CEMETARY COMMITTEE AND OTHER CITIZENS HAVE LOCATED THE CABBAGE GROVE MEMORIAL CEMETARY. OAKLAND BAPTIST CHURCH HAS REQUESTED THAT THIS MEMORIAL CEMETERY BE ADDED TO THE COUNTY MOWING LIST.

Options:

Attachments: LETTER FROM OAKLAND BAPTIST CHURCH

OAKLAND BAPTIST CHURCH
P. O. BOX 287
3450 Oakland Cemetery Rd.
Perry, Florida
32347

BOARD OF COUNTY COMMISSIONERS
P. O. BOX 620
Perry, Florida 32348

Dear Commissioners:

Please consider this letter as an official request from Oakland Baptist Church for the County to maintain the CABBAGE GROVE MEMORIAL CEMETERY.

This request was approved by Oakland Baptist Church at their business meeting held on October 21, 2018.

Thanks to the Board for your consideration for maintenance of this Cemetery.

Sincerely,

E. W. Whiddon

E. W. Whiddon, Treasurer
Oakland Baptist Church

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO REVIEW AND APPROVE ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF SAN PEDRO ROAD UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM.

MEETING DATE REQUESTED:

November 20, 2018

Statement of Issue: Under the direction of the Board, a plans and specifications package was prepared for the improvement of San Pedro Road from US HWY 27 to Faulkner Road under the Florida Department of Transportation's Small County Outreach Program (SCOP). 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 4, 2019 and opened January 7, 2019. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact: FISCAL YR 2018/19 - \$875,000.00 SCOP Funding remaining

Budgeted Expense: YES (Partial)

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 San Pedro Road from US HWY 27 to Faulkner Road under the FDOT's Small County Road Outreach Program were prepared. These plans and specifications have been incorporated into a Request for Proposals (RFP) package that will be advertised upon receiving Board, FDOT and permitting approval. FDOT approval has already been received, permitting is still under review due to perceived wetland impacts. This improvement project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 1.9 miles of roadway. 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 a Reimbursement Agreement with FDOT in the amount of \$1,133,182.00 for the San Pedro Road project. Under its Task Order, Dewberry (formerly Preble-Rish) prepared the design plans at an expense of \$101,572.16. With the remaining Causseaux, Hewett & Walpole projected CEI expense and the estimated construction cost, Staff is assured the remaining funding will 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 has discussed the funding issue with FDOT and agrees it appropriate to recommend that the Board approve soliciting requests for proposals for the full project to have known proposals and not calculated estimates for funding discussions.

Once the Board has approved the proposed scope of work, Staff will solicit for proposals while permitting aspects are being finalized. It is intended that proposals for this project be received on January 4, 2019, and opened at the January 7, 2019, 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

San Pedro Road Widening/Resurfacing FDOT SCOP Project Taylor County, Florida 2015-007-ENG

November 2018

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**

**Dewberry | Preble-Rish
654 SE Baya Drive
Lake City, FL 32025
386.361.2136**

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PART 1 – BIDDING REQUIREMENTS

MALCOLM PAGE
District 1JIM MOODY
District 2STEVE SPRADLEY
District 3PAM FEAGLE
District 4THOMAS DEMPS
District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
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Perry, Florida 32348
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(850) 584-2433 Fax

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **San Pedro 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 San Pedro 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 4, 2019**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **6:XX P.M.** local time, or as soon thereafter as practical, on **January 7, 2019**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, for a \$100.00 non-refundable fee. RFP information may be reviewed on-line at www.taylorcountygov.com/Bids/Index.htm.

A Pre-Bid Conference will be held at 10:00 a.m. on Wednesday, December 19, 2018, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

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.**

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*.
- 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 A pre-Bid conference will be held at *10:00 a.m.* local time on Wednesday December 19, 2018, at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. 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 mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids 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 "**San Pedro 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 San Pedro 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

San Pedro Road Widening/Resurfacing

2015-007-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):

San Pedro 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:

*San Pedro Road Widening/Resurfacing
Taylor County, Florida*

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

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

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

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

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

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

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

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

DONE AND EXECUTED this ____ day of _____, _____

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

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

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

NOTARY PUBLIC

My Commission Expires: _____

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

by _____.

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

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

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

San Pedro Road Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the San Pedro Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 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 installing guardrail and 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:

Dewberry | Preble-Rish
654 SE Baya Drive
Lake City, FL 32025
386.361.2136

3.02 The Project will be administered by:

Taylor County Engineering Division
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, 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:

	(\$ _____)
(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. 90% percent of Work completed (with the balance being retainage); and
- b. 90% 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 90% 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 Ten percent (10%) 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 134 sheets with each sheet bearing the following general title: San Pedro 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 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:
CONTRACTOR:

Taylor County Board of County Commissioners

By: Ted Lakey

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

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.)

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 4, 2019

Project (Brief Description Including Location): *San Pedro Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the San Pedro Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 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 installing guardrail and 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): *San Pedro Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the San Pedro Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 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 installing guardrail and 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:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

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

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): *San Pedro Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the San Pedro Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 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 installing guardrail and 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:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

PART 3 – CONDITIONS OF THE CONTRACT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

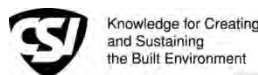
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The Associated General Contractors of America



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1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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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

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

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.

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

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the

Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

- 1. Thirty days after the presentation to Owner of the

Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer;
or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor

begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

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:*

*Ted Lakey, County Administrator
Hank Evans, Public Works Division Director
Kenneth Dudley, County Engineer*

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

SC-16

The venue for all disputes shall be Taylor County, Florida.

PART 4— SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving San Pedro Road under the terms of an FDOT SCOP Agreement. Such improvements include widening and resurfacing an existing approximately 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 installing guardrail and 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) Roadway and Traffic Design Standards”, latest edition or “FDOT Standard Specifications for Road and Bridge Construction”, latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When “FDOT Roadway and Traffic Design Standards” or “FDOT Standard Specifications for Road and Bridge Construction” refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When “FDOT Roadway and Traffic Design Standards” or “FDOT Standard Specifications for Road and Bridge Construction” refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. 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 Roadway and Traffic Design Standards, 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.



100% PLAN SUBMITTAL

SAN PEDRO ROAD WIDENING & RESURFACING

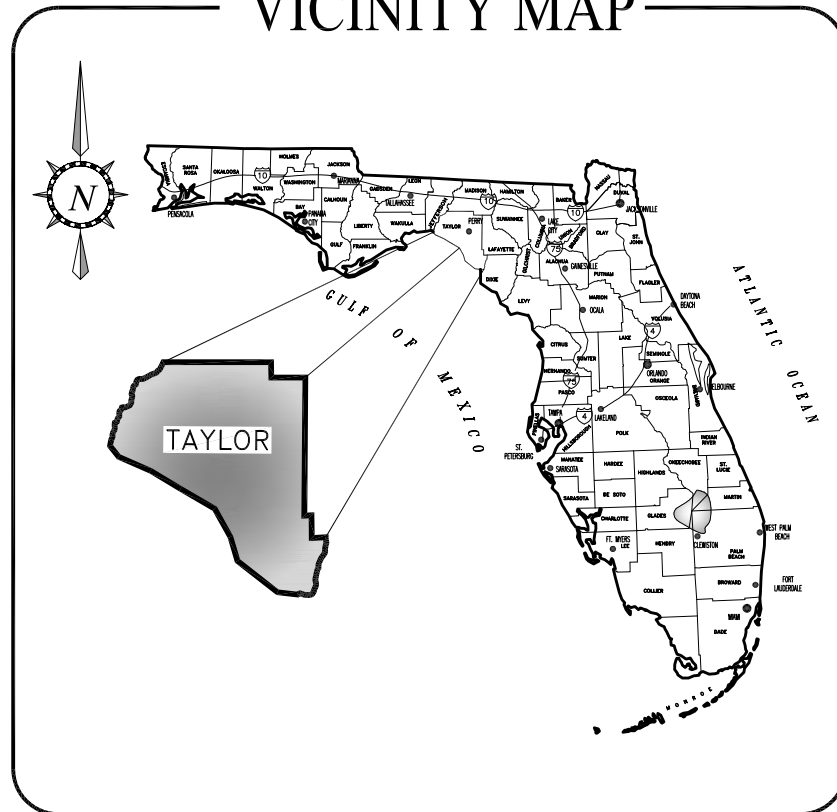
PREPARED FOR:

Taylor County Board of County Commissioners

Taylor County, Florida

FPID: 430704-1-54-01

VICINITY MAP

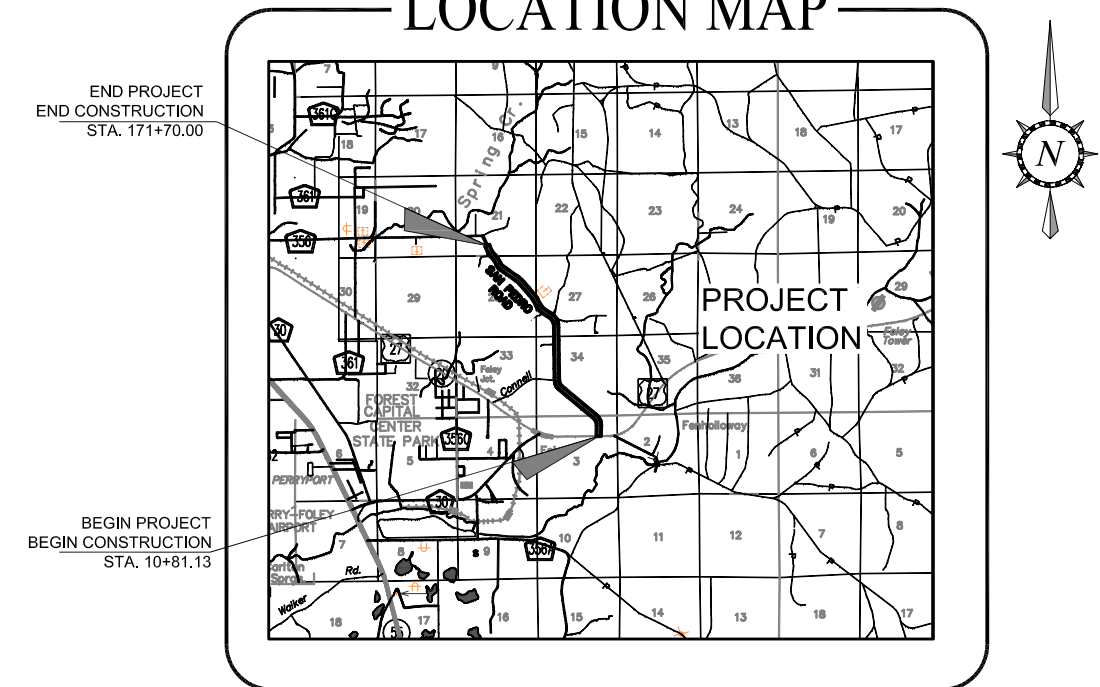


SHEET #	DESCRIPTION:
C1	COVER SHEET
C2	GENERAL NOTES
C3	TYPICAL SECTION
C4	SWPPP
C5	SUMMARY OF PAY ITEMS
C6	SUMMARY OF QUANTITIES
C7	PROJECT LAYOUT
C8-C37	PLAN & PROFILES
C38	SIDE STREET PROFILES
C39	SOIL BORING LOGS
C40-C131	CROSS SECTIONS
C132-C133	TRAFFIC CONTROL
COMPONENT SETS	
SIGNING & PAVEMENT MARKINGS	
STRUCTURAL PLANS	

LENGTH OF PROJECT

	LINEAR FEET	MILES
ROADWAY	16,088.8	3.047
BRIDGES	0	0
NET LENGTH OF PROJECT	16,088.8	3.047
EXCEPTIONS	0	0
GROSS LENGTH OF PROJECT	16,088.8	3.047

LOCATION MAP



ERRORS AND OMISSIONS, IF ANY, IN THESE CONSTRUCTION DOCUMENTS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION.

GENERAL CONTRACTOR TO THOROUGHLY INSPECT EXISTING CONDITIONS PRIOR TO SUBMITTING BIDS. ANY DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS SHALL BE NOTED AT ONCE AND CALLED TO THE ENGINEER'S ATTENTION 48 HOURS PRIOR TO SUBMITTING BIDS.

ALL CORRESPONDENCE IN REGARDS TO THESE CONSTRUCTION/BID DOCUMENTS INCLUDING SHOP DRAWINGS SHALL BE DIRECTED TO ROBERT CESKA P.E. AT DEWBERRY-PREBLE-RISH CONSULTING ENGINEERS 654 SOUTHEAST BAYA DRIVE LAKE CITY, FLORIDA (386) 361.2133

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2017, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2017, AS AMENDED BY CONTRACT DOCUMENTS.

For Design Standards click on "Design Standards" at the following web site: <http://www.fdot.gov/roadway/DS/17/STDs.shtm> For the Standard Specifications for Road and Bridge Construction click on the "Standard Specifications" link at the following web site: <http://www.fdot.gov/programmanagement/Specs.shtm>

OWNER, DEVELOPER, AGENT

OWNER/DEVELOPER:

TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS
ADMINISTRATION COMPLEX
210 EAST GREEN STREET
PERRY, FLORIDA 32347

ENGINEER/AGENT:

DEWBERRY
654 SOUTHEAST BAYA DRIVE
LAKE CITY, FLORIDA 32025
386.361.2133

June 2018

PREPARED BY:



Dewberry

PREBLE-RISH

PROJECT NUMBER: 549.002

EB# 0008794

ROBERT CESKA, P.E.
P.E. #: 82288

DATE:

Diagram illustrating the proposed driveway layout with dimensions and labels:

- 20'**: Dimension across the top of the driveway apron.
- UNLESS OTHERWISE NOTED**: Text indicating that dimensions are standard unless specified otherwise.
- EXIST. DRIVE WIDTH VARIES**: Label for the existing driveway width, shown as a variable dimension.
- 4'**: Dimension for the driveway apron width.
- 28' MIN.**: Minimum dimension for the driveway apron width.
- EDGE OF PAVEMENT**: Label for the edge of the existing pavement.

DRIVEWAY TURNOUT DETAIL

1.25" FC 12.5 FRICTION COURSE (TRAFFIC B)
2.5" SP 12.5 STRUCTURAL COURSE (TRAFFIC B)

1.25" FC 12.5 FRICTION COURSE (TRAFFIC B)
2.5" SP 12.5 STRUCTURAL COURSE (TRAFFIC B)
OPTIONAL BASE GROUP 11 (12" LIMEROCK)

TRAVEL LANE

12.5" SURFACE COURSE (TRAFFIC B)

2.00'

WIDTH & SLOPE VARY SEE PLAN SHEETS

2.0" SP 12.5 STRUCTURAL COURSE (TRAFFIC B)

OPTIONAL BASE GROUP 1 (ONLY WHERE EXISTING ASPHALT DOES NOT EXIST)

RECLAMATION

DRIVEWAY TURNOUT DETAIL

SIDE ROAD TURNOUT DETAIL

PAY ITEM NUMBER	DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY
GENERAL COSTS				
101-1	MOBILIZATION	LS	1.00	
102-1	MAINTENANCE OF TRAFFIC	LS	1.00	
107-2	MOWING	AC	12.40	
110-1-1	CLEARING & GRUBBING	AC	12.40	
550-10-118	FENCING, TYPE A, 0-5 FT, RESET EXISTING	LF	290.00	
908104-1	CONTRACTOR'S EROSION CONTROL	LF	824.00	
ROADWAY				
332-1	6" DEPTH RECLAMATION	SY	35,500.00	
210-2	LIMEROCK, NEW MATERIAL, BASE	CY	2,400.00	
334-1-12	SUPERPAVE ASPHALTIC CONC., TRAFFIC B	TN	7,600.00	
285706	OPTIONAL BASE GROUP 06 (SIDE ROAD TURNOUT CONSTRUCTION)	SY	835.00	
285701	OPTIONAL BASE GROUP 01 (TURNOUT CONSTRUCTION)	SY	980.00	
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	59,900.00	
570-1-2	PERFORMANCE TURF, SOD	SY	9,500.00	
570-1-1	PERFORMANCE TURF	SY	50,400.00	
2FT WIDENING (each side)				
110-7-1	MAILBOX RELOCATION	EA	20.00	
120-1	REGULAR EXCAVATION	CY	2,300.00	
120-6	EMBANKMENT	CY	18,700.00	
285-711	OPTIONAL BASE GROUP 11 (2'-6" each side)	SY	8,900.00	
334-1-12	SUPERPAVE ASPHALTIC CONC., TRAFFIC B	TN	1,840.00	

BOX CULVERT REPLACEMENT				
400-72	DEWATERING	LS	1.00	
N/A	DEMO/REMOVE	LS	1.00	
160-4	12" STABILIZATION	SY	100.00	
N/A	12" COMPACTED CRUSHED ROCK (#57 STONE)	SY	100.00	
N/A	CONCRETE BOX CULVERT, 8' x 4' (incl. steel reinf.)	LF	49.00	
N/A	CONCRETE HEADWALL (incl. steel reinf.)	LF	37.00	
N/A	CONCRETE WINGWALL W/ FOOTER (incl. steel reinf.)	LF	56.00	
536-1-1	GUARDRAIL	LF	363.00	
536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY	EA	4.00	
570-1-2	PERFORMANCE TURF, SOD	SY	340.00	
DRAINAGE				
430-175-124	PIPE CULVERT, RCP MATERIAL, ROUND 24" CD	LF	85.00	
430-175-130	PIPE CULVERT, RCP MATERIAL, ROUND 30" CD	LF	22.00	
430-94-1	DESILTING PIPE, 0-24"	LF	376.00	
430-94-2	DESILTING PIPE, 25-36"	LF	109.00	
400-1-2	CONCRETE CLASS I, ENDWALLS	CY	33.00	
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	100.00	
570-1-2	PERFORMANCE TURF, SOD	SY	100.00	

Note 1: Removal of trees shall be included in the cost for Clearing & Grubbing.

SUMMARY OF PAY ITEMS

SAN PEDRO ROAD WIDENING & RESURFACING
TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA



PREBLE-RISH

Seal:

654 Southeast Baya Dr.
Lake City, Florida 32025
386.361.2133
ROBERT C. CESKA, P.E. 82288
850-745-0631

Date: 11/13/18	Project No.: 549.002
Designed: BDD/RCESKA	Sheet No.: C5
Drawn: BDD	
Checked: RCESKA	


COAW 8794

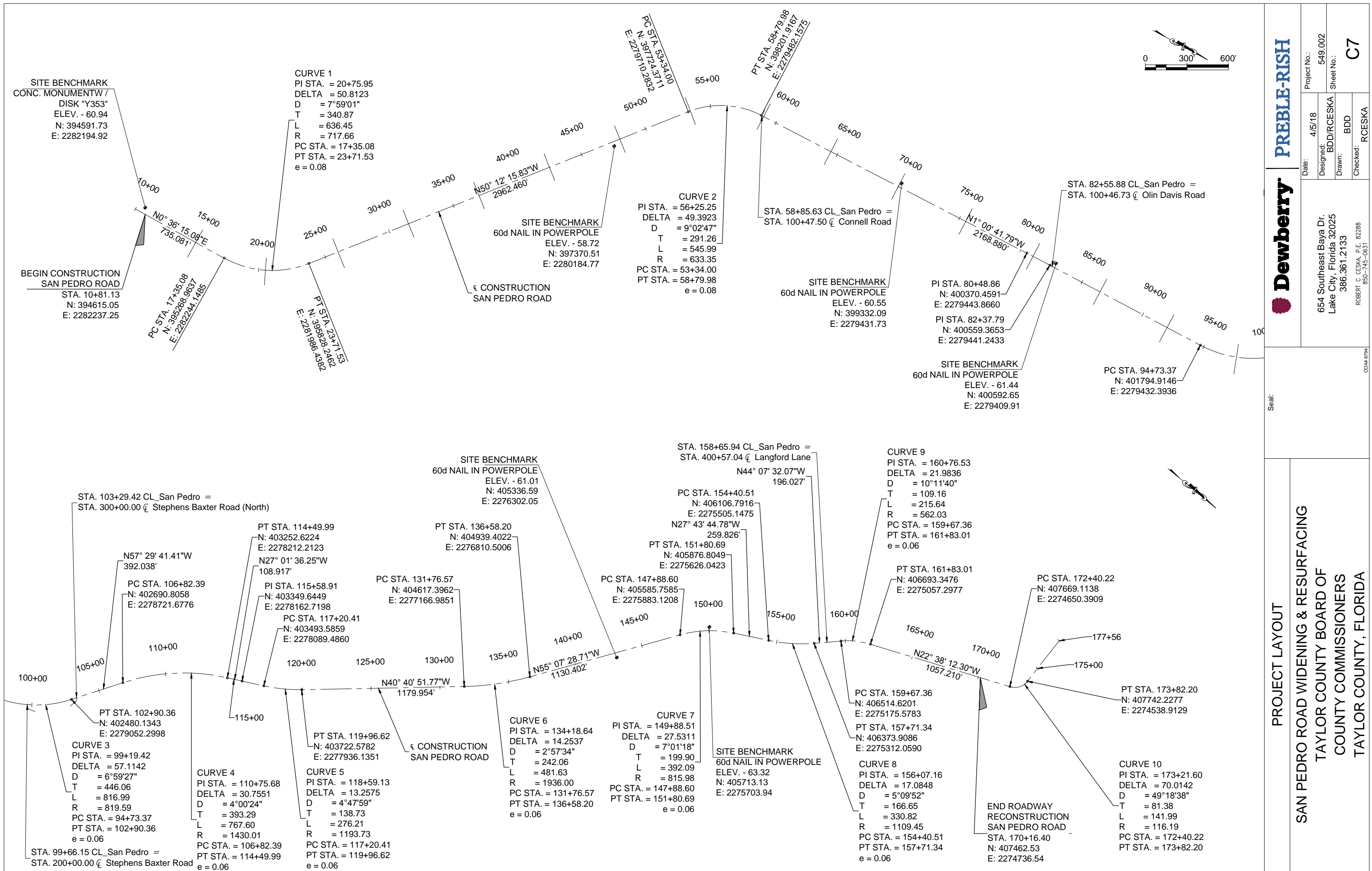
[illegible][illegible][illegible][illegible]

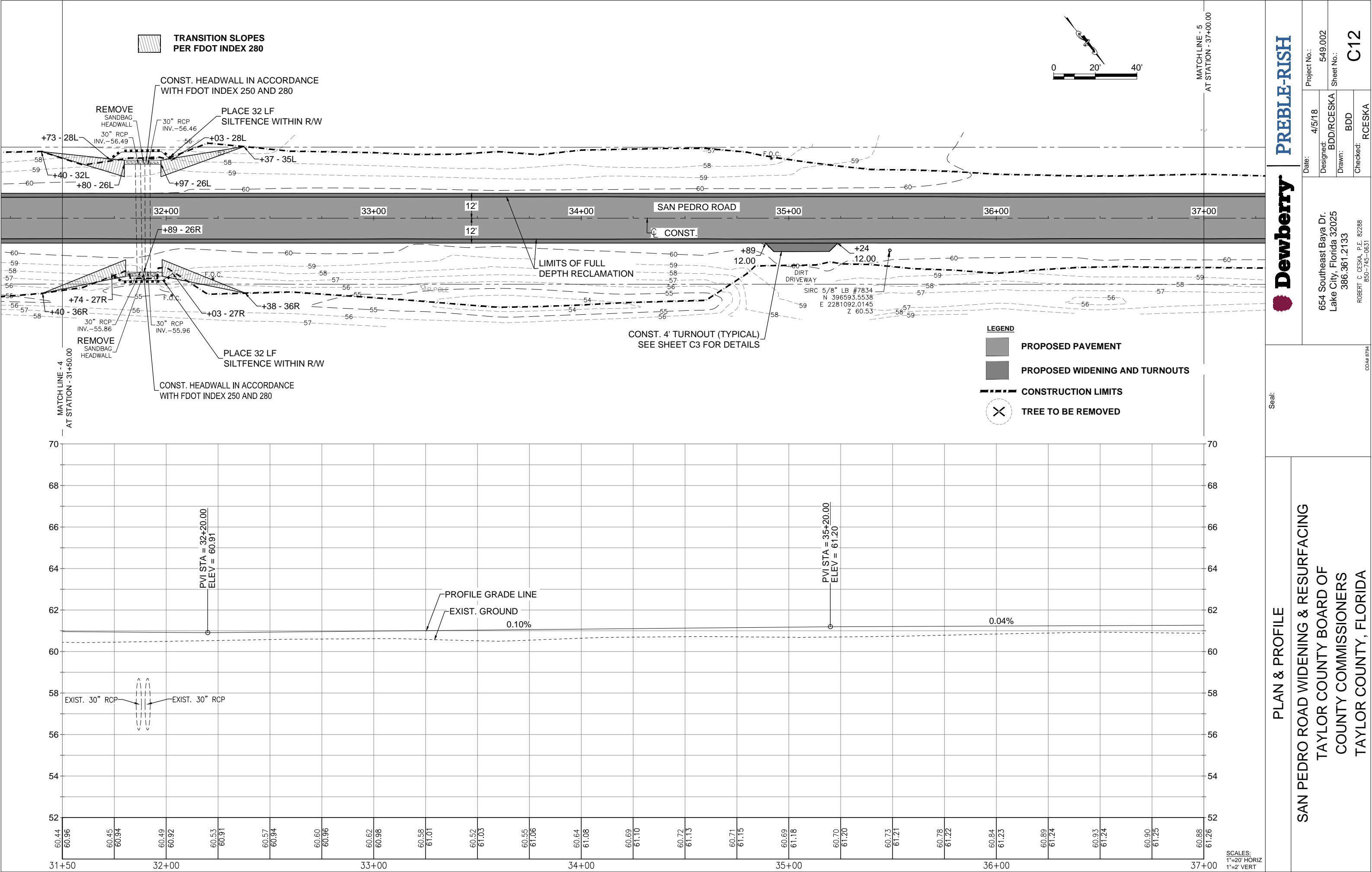
SUMMARY OF GUARDRAIL																		
LOCATION		GUARDRAIL (LF)						BRIDGE ANCHORAGE ASSEM. (EA)		END ANCHORAGE ASSEMBLIES (EA)								
STATION	SIDE	ROADWAY						NEW CONST. OR RETROFIT		FLARED_		PARALLEL		TYPE II		TYPE_CRT		
		ROADWAY		DOUBLE_FACE		MOD. THRIE BEAM DBL FACE												
		P	F	P	F	P	F	P	F	P	F	P	F	P	F	P	F	
FROM 79+58.00 TO 81+39.50	RT	181.5								1								
FROM 79+58.00 TO 81+39.50	LT	181.5								1								
FROM TO																		
FROM TO																		
FROM TO																		
FROM TO																		
FROM TO																		
FROM TO																		
TOTAL		363								4								

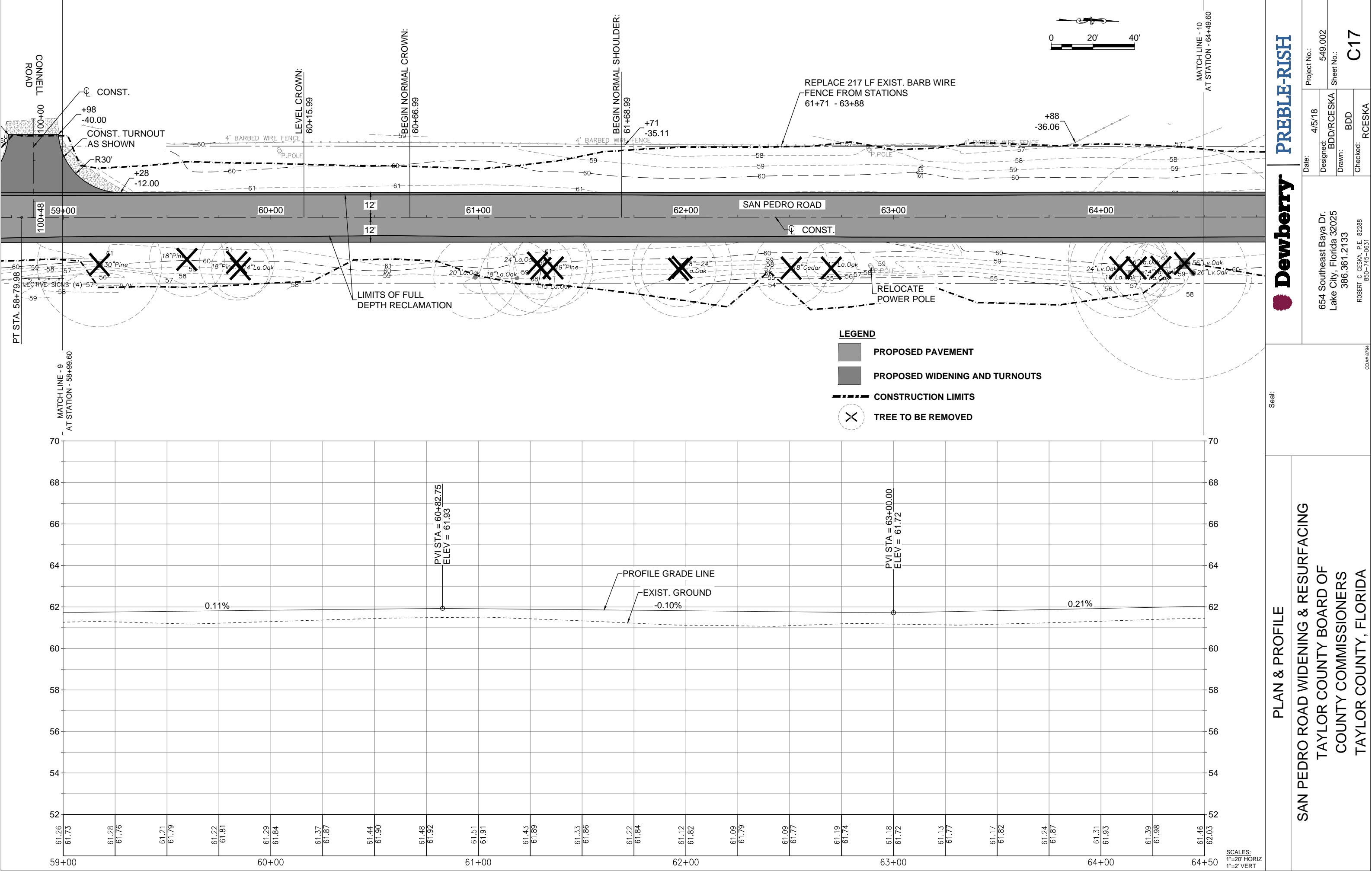
SUMMARY OF MAILBOXES			
LOCATION	SIDE	QUANTITY	
STATION		P	F
65+63.35	RT	1	
70+65.81	RT	1	
84+09.38	RT	1	
91+43.95	RT	1	
120+09.87	RT	4	
123+08.04	RT	1	
125+15.28	RT	1	
126+18.67	RT	1	
130+81.50	RT	2	
135+59.01	RT	2	
146+58.54	RT	3	
151+62.53	RT	1	
153+46.83	RT	1	
167+27.24	RT	1	

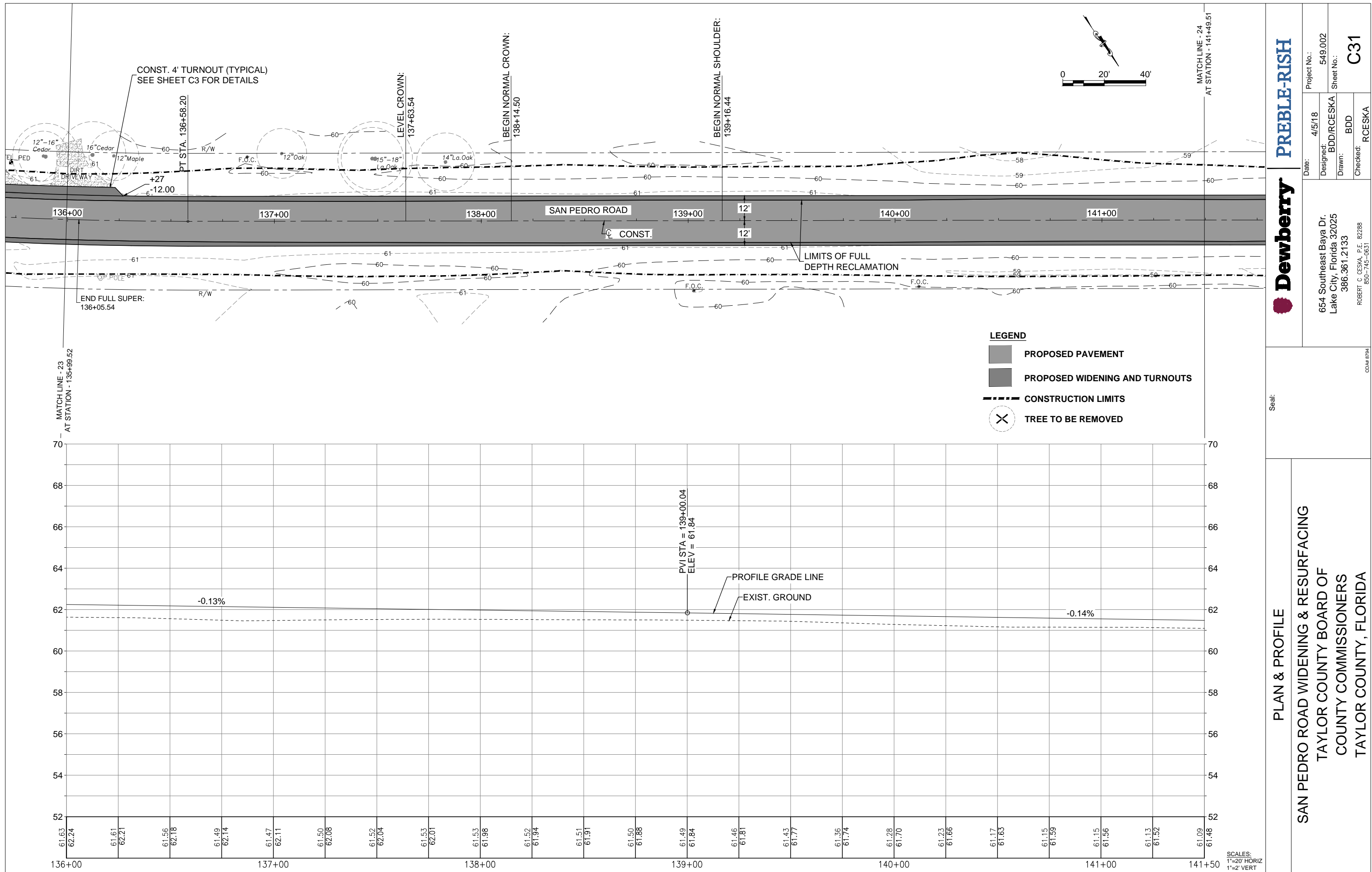
MAILBOXES TO LOCATED 8' FROM EDGE OF PAVEMENT AND 42" FROM GROUND TO MOUTH.

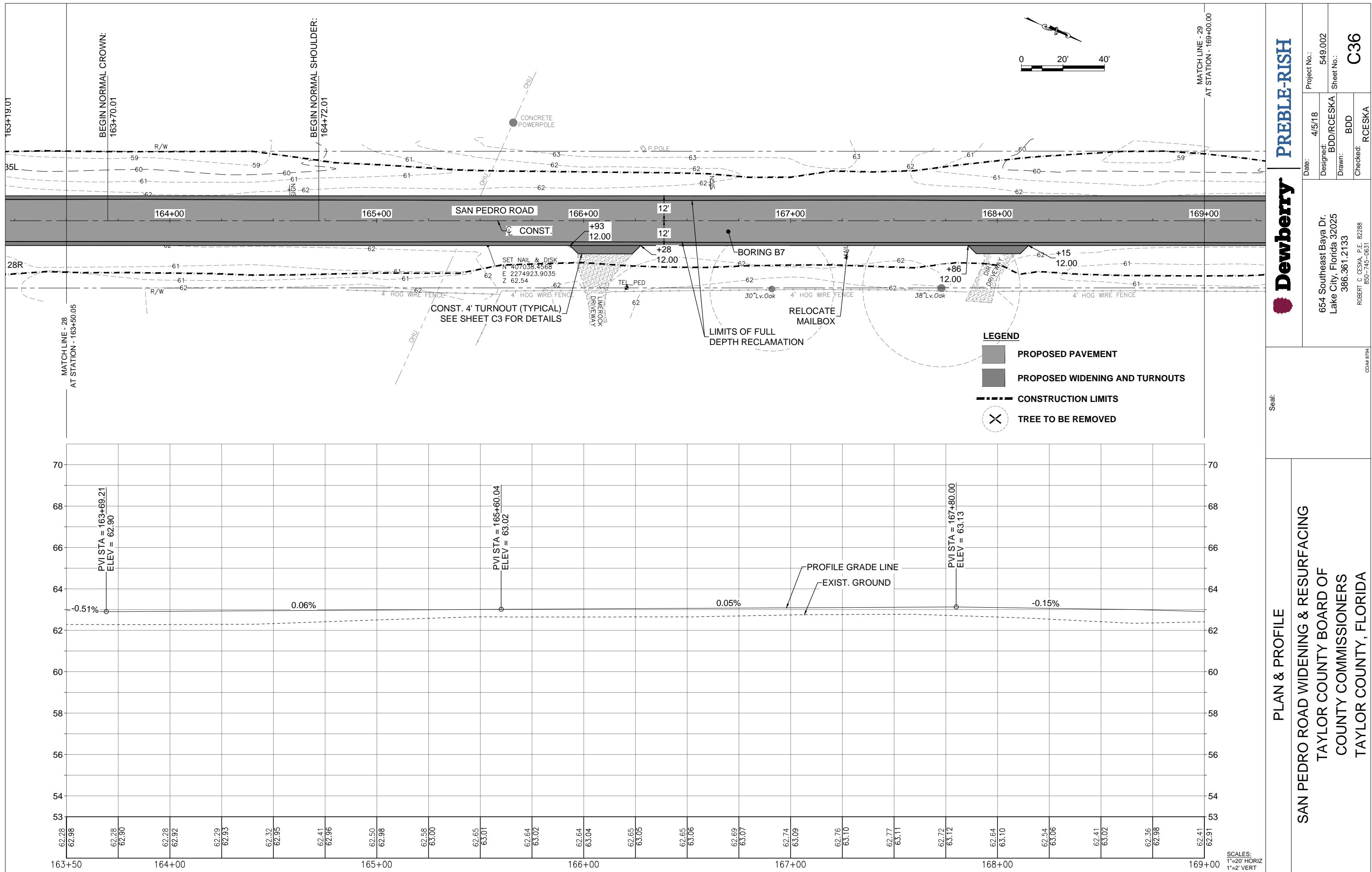
<p>Seal:</p> <p>SUMMARY OF QUANTITIES</p> <p>SAN PEDRO ROAD WIDENING & RESURFACING</p> <p>TAYLOR COUNTY BOARD OF</p> <p>COUNTY COMMISSIONERS</p> <p>TAYLOR COUNTY, FLORIDA</p>	 <p>Dewberry</p> <p>PREBLE+RISH</p>	<p>Date:</p> <p>4/5/18</p>	<p>Project No.:</p> <p>549.002</p>
		<p>Designed:</p> <p>BDD/RCESKA</p>	<p>Sheet No.:</p> <p>C6</p>
		<p>Drawn:</p> <p>BDD</p>	
		<p>Checked:</p> <p>RCESKA</p>	
		<p>654 Southeast Baya Dr. Lake City, Florida 32025 386.361.2133</p> <p>ROBERT C CESKA, P.E. 82288 850-745-0631</p>	





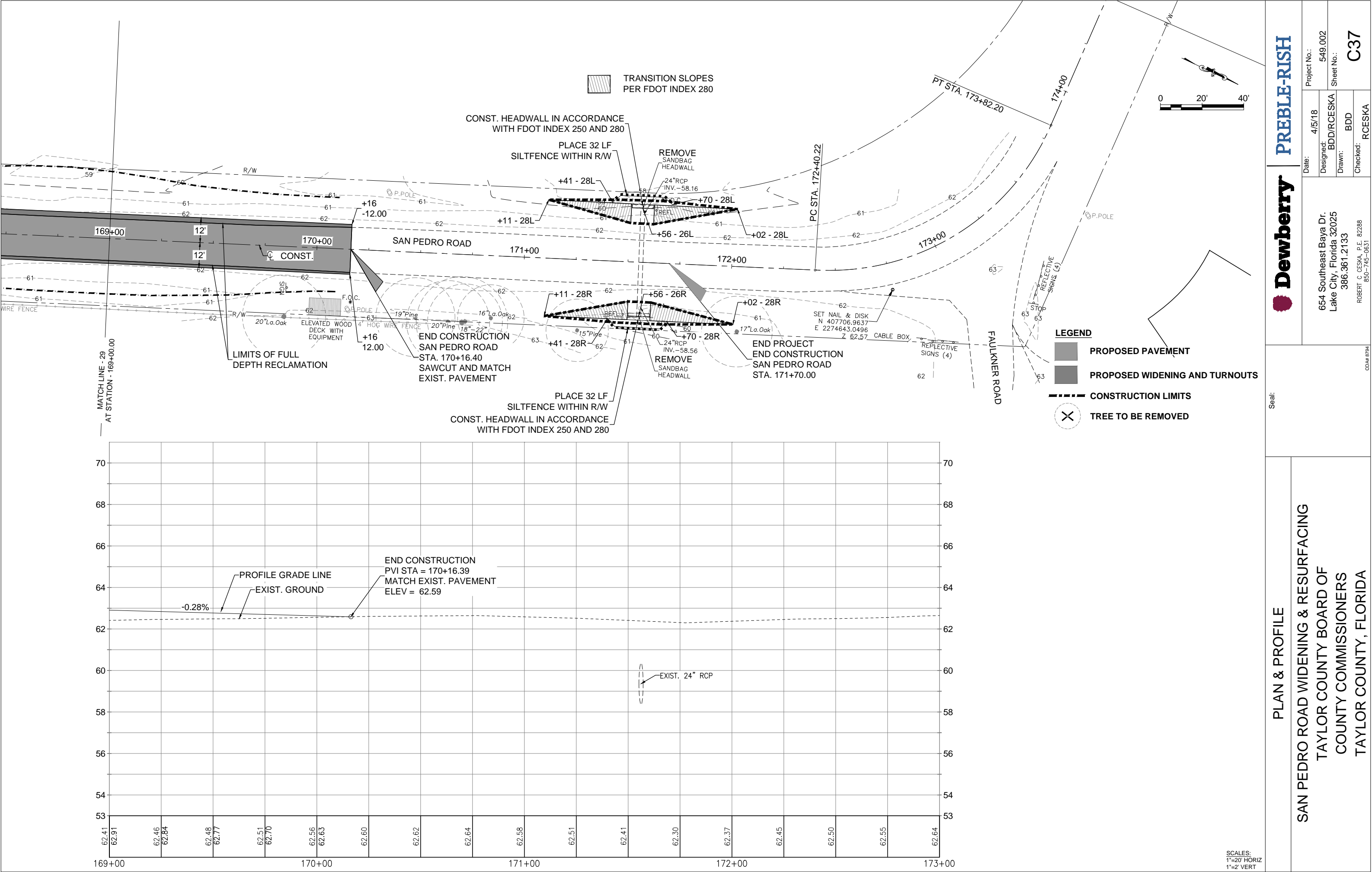


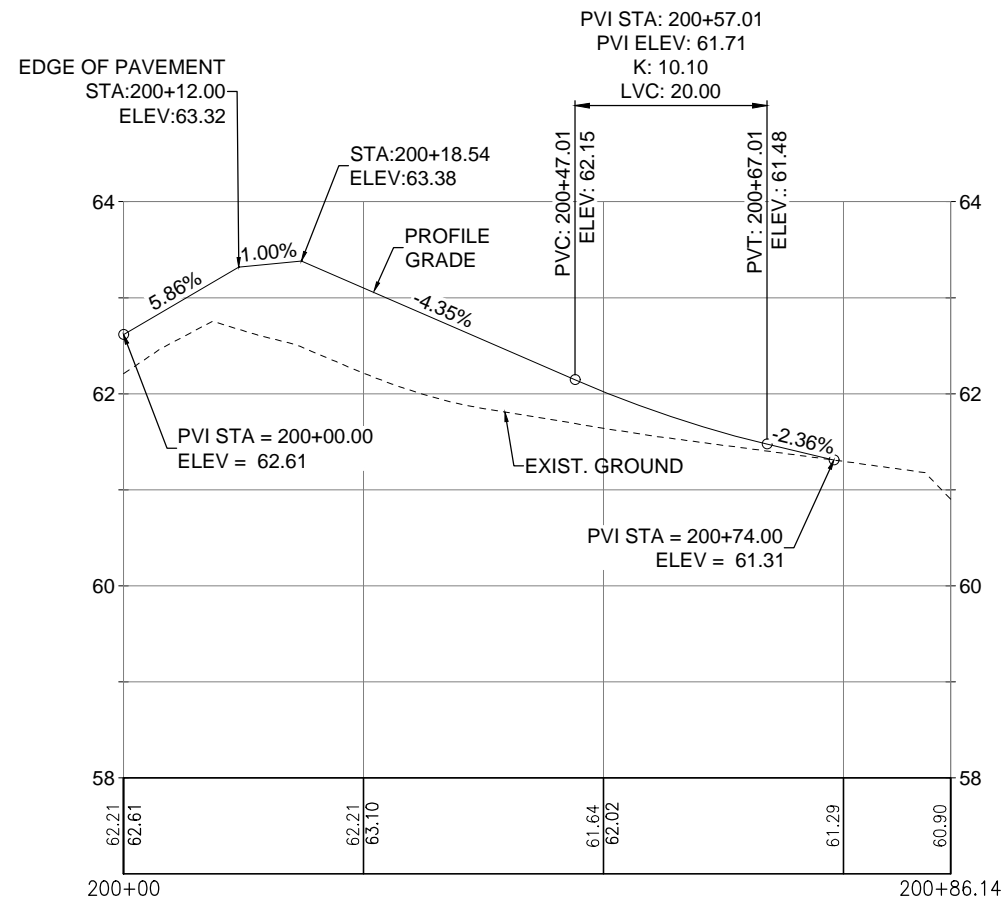




PLAN & PROFILE

SAN PEDRO ROAD WIDENING & RESURFACING
TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA





STEPHENS BAXTER (SOUTH)

STEPHENS BAXTER (NORTH)

TYPICAL SECTION (STEPHENS BAXTER ROAD)

SIDE STREET PROFILES

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO DISCUSS INITIATING THE POSSIBLE DISPOSAL OF THE OLD HOSPITAL FACILITY PURSUANT TO 125.35, FLORIDA STATUTES.

MEETING DATE REQUESTED:

November 20, 2018

Statement of Issue: Pursuant to 125.35, Florida Statute the Board is authorized to dispose of public property whenever the Board determines that it is in the best interest of the County to do so to the highest and best bidder and with such conditions as the Board may in its discretion determine.

Recommended Action: The Board should consider using the underlying Peacock Highlands Subdivision lot block system boundaries for advertising the sale of the Old Hospital facility and grounds and allow any survey(s) to be an elective condition of purchase by the potential Buyer. Further, the Board should consider accepting only those bids that fully recoups all costs related to the transaction including cost for removal of the adjacent communications tower.

Fiscal Impact: FISCAL YR 2018/19 - \$38,750.00 (Survey and Tower Dismantle)

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

During 2017, Commissioners began mentioning possible interest from various persons in acquiring the Old Hospital facility and grounds. At the June 4, 2018 meeting, the Board was formally approached by Attorney Ray Curtis representing a group of investors interested in the possible purchase of the Old Hospital building and parking lot to provide for the possibility of remodeling the facility into office suites and apartments. At the time the Board was awaiting receipt of an Asbestos Survey and did not take an immediate action on the request.

Subsequent to that meeting the Board directed the County Administrator to pursue sale of the facility and grounds. Pursuant to Section 125.35, Florida Statutes, the Board is authorized to dispose of public property whenever the Board determines that it is in the best interest of the County to do so to the highest and best bidder and with such conditions as the Board may in its discretion determine.

125.35 County authorized to sell real and personal property and to lease real property. —

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

Following directions from the County Administrator and Commissioner Moody after discussions to pursue a survey of the property, Staff requested a cost proposal from one of its Task Order Consultant Engineering firms to prepare such survey. The proposal to prepare a Boundary survey and recover, locate, flag and/or replace all boundary corners, locate and map any visible improvements located within the boundary lines all performed in accordance with the Standards & Practices as set forth in Florida Administrative Code 5J-17 is at a cost of \$7,500.00.

In an effort to reduce the cost exposure of the possible transaction, Staff suggests that the Board refrain from surveying the property and rather consider using the underlying lot block system of the Peacock Highland Subdivision in which the Old Hospital facility and grounds are situated. See attached. This allows sufficient descriptive language for a transaction and rather transfers any perceived requirement for a survey(s) to be an elective condition of purchase by any potential Buyer. The recommended advertisement language is as follows:

Taylor County is considering the sale of the Old Hospital property located at the corner of East Ash Street and North Center Street in Perry, Florida. This sale will be inclusive of the physical property and all buildings and improvements located at this property in their current "As-Is" condition. The property is more specifically described as that portion of Parcel 24-04-07-03650-000 to include Blocks 4, 5, 6, and 7 of Peacock - Highland Subdivision as recoded in OR BK 1 PG 34. The property will also include those interior portions of Hiram Street and Jeff Davis Ave. Rights of Way located between the referenced Blocks. The property contains approximately 5.65 acres more or less.

An additional concern expressed by the Board's related to a possible disposal of the property is the associated liability of the aging 250 ft tall communications tower located just west of the Heath Department Building. Staff received a \$31,250 quote from Allstate Tower to dismantle this structure and stack it onsite for removal by others. Though the tower itself is just outside the intended limits of the property to be sold, some of its down guys and anchors are within the limits. Therefore, if the Board decides that it is appropriate to dismantle this tower as part of eliminating the overall potential liability of the Old Hospital site and its amenities, then Staff suggests that the Board deem it to be in the best interest of the county to consider only those bids that fully recoups all costs of any associated closing transaction and tower removal. Such consideration is permissible under Section 125.35(1)(c) by authorizing refusal on the premise that bid amounts are too low stating:

125.35 (1) (c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

Options:

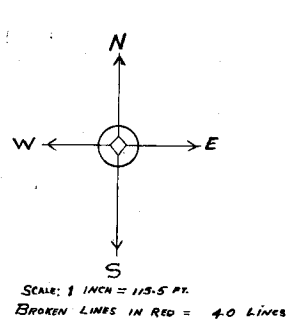
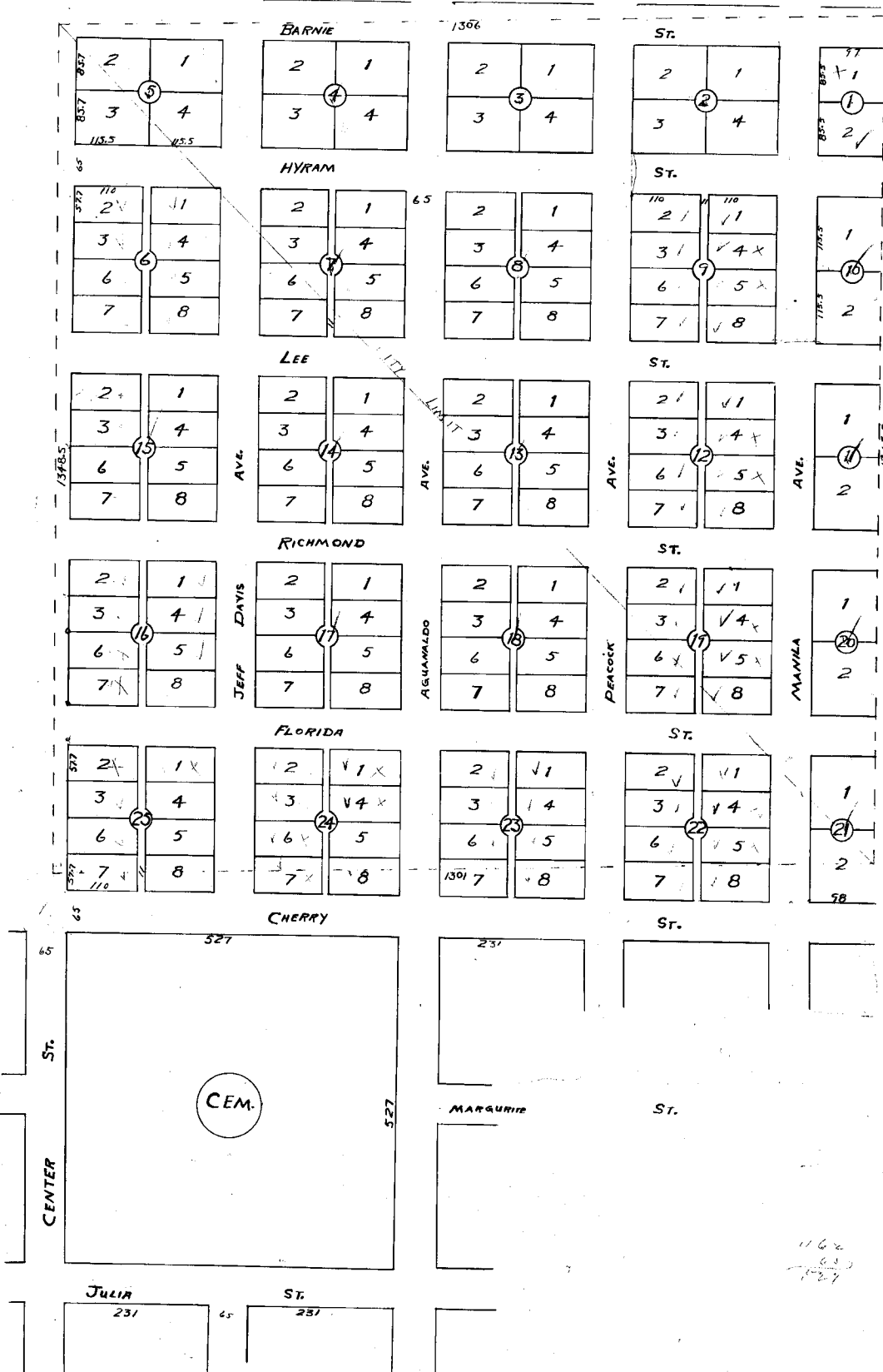
- 1) The Board should consider using the underlying Peacock Highlands Subdivision lot block system boundaries for advertising the sale of the Old Hospital facility and grounds and allow any survey(s) to be an elective condition of purchase by the potential Buyer. Further, the Board should consider accepting only those bids that fully recoups all costs related to the transaction including cost for removal of the adjacent communications tower.

- 2) Request a survey and use the surveyor prepared legal description for the advertising the sale of the Old Hospital facility and grounds. Further, the Board should consider accepting only those bids that fully recoups all costs related to the transaction including surveying and the cost for removal of the adjacent communications tower.

Attachments:

Property Aerial Photo
Peacock Highland Subdivision Plat
Boundary Survey Proposal
Tower Removal Proposal





PEACOCK-HIGHLAND
SUB-DIVISION
PERRY, FLORIDA

34

Section 24 T. 4 S. R. 7 E. Was Resurveyed
and subdivided into forty in the year of 1911.
The subdivision of the NW 1/4 of the NE 1/4 of
Section 24 T. 4 S. R. 7 E. into blocks and lots completed
September 5th 1925 and was made as represented
by this Plat.

Chairman { Andrew King
S. P. Adams
J. Frank King

State of Florida
Taylor County.
Before me on this day personally came J. Frank King, to me well known, and he being
by my first State Exam, says that he is a practical surveyor of twenty four years experience,
and that on the 15th day of September A.D. 1925, Applicant completed a survey of the PEACOCK-HIGHLAND
SUB-DIVISION to the Town of Perry, Florida, and of the quarter section of land in which said
Peacock-Highland Sub-Division is situated and that after making such survey, Applicant
made and drew the above plat and map of said Sub-Division and of said quarter section,
that such survey was correctly made and field notes were made; that this above plat
is a true and correct representation and map of the said Peacock-Highland Sub-
Division to the Town of Perry, Florida, and of said quarter section, in which said
Sub-Division is laid out and located; said Sub-Division being situated in the NW 1/4 of NE 1/4
of Section 24, Township 4, South, Range 7, East.
Sworn to and subscribed before me this the 15th day of September A.D. 1925.
Notary Public, State of Florida at Large.
My Commission Expires May 7th 1928.

15th September
1925
J. Frank King
J. E. Graham

November 12, 2018

Kenneth Dudley, PE
County Engineer
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347

RE: Tax Parcel 03650-000, a portion of
Taylor County Old Hospital Site
Perry, Taylor County, Florida

Dear Kenneth:

The you for considering CHW for professional land surveying services. We submit this proposal pursuant to your request for proposal to assist with the sale of the Taylor County Old Hospital Site. The following is our understanding of the requested scope of services:

Boundary Survey:

CHW will perform a Boundary Survey of the above referenced parcel. As a part of our field observations, we will recover, locate, flag and/or replace all boundary corners. In addition, we will locate and map any visible improvements located within the boundary lines, such as; buildings, parking areas, fencing, visible utility structures, etc. The survey will be performed in accordance with the Standards & Practices as set forth in Florida Administrative Code 5J-17 adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statute 472.027.

The above described survey will be provided for a lump sum fee of **\$7,500.00**.

We will certify the surveys to those you designate. We will deliver five (5) certified copies of the Survey.

We trust you find our scope and fee acceptable; otherwise, please do not hesitate to call should you have any questions or comments. We look forward to receipt of a Purchase Order as it will be our Notice to Proceed.

Sincerely,
CHW



Aaron H. Hickman, PSM
Director of Surveying

H:\Proposals-ALTA Standards\Taylor County_Boundary_Old Hospital Site_181112.docx



P.O. Box 25
Henderson, KY 42419
ph. (270) 830-8512
fax (270) 228-4551
www.pttg.com

Job Number: DE-075155
Order Date: October 30, 2018
PO Number:
Shipping Terms: FOB Henderson, KY
Shipping Method: Truck

Bill To:
Taylor County Board Of Commissioners 201 E Green St. Perry, FL 32347 Ward Ketring, Airport Manager 850-838-3500 x7 airport@taylorcountygov.com

Job Site/Ship To Location:
Perry, FL 407 E Ash St. Perry, FL 32347 850-838-3500 x7 airport@taylorcountygov.com 30 07 37.0N, 083 35 38.0W Taylor County

PAYMENT TERMS: Payment Due Upon Receipt of Invoice

Qty	Item	Unit Price	Total
1	DE075155-A (1) 250' Guyed Tower - Perry, FL 1. Mobilize to tower site. 2. Dismantle (1) 250' guyed tower with crane. 3. Antennas and coax to be salvaged. 4. Base pier to remain, anchor rods to be cut 1' below grade. 5. AST to stack tower sections, guys and antennas/coax at site for removal by others. Note: Price based on clear, 2wd accessible site. Coordination of utilities by OWNER. Tower must be safe to climb.	\$31,250.00	\$31,250.00

Order Total \$31,250.00

Additional Notes:

Signature: _____ Date of Acceptance: _____

Printed Name: _____ Title: _____

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

19-A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to award bids for the rehabilitation of two homes through the SHIP Program and the demolition and new construction of two homes through the CDBG Program. Board also to approve exceeding the arbitrary cost limits for the CDBG Housing Assistance Plan (HAP) due to the rising costs of construction.

Meeting Date:

November 19, 2018

Statement of Issue: Board to award bids and approve exceeding the cost limits as currently set forth in the CDBG HAP.

Recommendation: Board to award bids on two rehabilitations and the demolition and new construction of two homes through the SHIP and CDBG housing programs.

Fiscal Impact: \$ All proposed projects will be 100% grant funded through the SHIP or CDBG housing programs.

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Jami Boothby, Grants Coordinator

Contact: Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board received bids for the rehabilitation of two homes and demolition and new construction of two homes through the SHIP and CDBG programs at the November 5, 2018 meeting. The Bid Committee recommends the following:

SHIP REHABILITATION

Linda Ingram Certified Roofing and Construction, Inc. \$15,750
Lillie Griffin Certified Roofing and Construction, Inc. \$24,700

CDBG DEMOLITON AND NEW CONSTRUCTION

Richard McDonald Florida Homes, Inc. \$95,879
Elbert Hartsfield Jerry Walters Construction, Inc. \$84,879

Options:

1. Award the bids and approve exceeding the CDBG HAP cost limits.
2. Deny the bids and exceeding the CDBG HAP cost limits.

Attachments:


1. GSG Bid Award Recommendations, Bid Tabulations, and Work Write-Up/Bid Form for contractors being recommended for bid award.
2. _____



Government Services Group, Inc.
www.WeServeGovernments.com

MEMORANDUM

TO: Taylor County Board of County Commissioners

FROM: Jay Moseley, Senior Consultant 

SUBJECT: Bid Award Recommendations

DATE: November 12, 2018

BID AWARD

On November 5, 2018 sealed bids were received and opened for two houses in the Taylor County SHIP Program for Housing Rehabilitation/Replacement. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the Local Housing Assistance Plan. The applicants, recommended bidders and the amounts for the houses are listed below:

HOUSING REHABILITATION SHIP GRANT

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Linda Ingram	Certified Roofing and Construction, Inc.	\$15,750
Lillie Griffin	Certified Roofing and Construction, Inc.	\$24,700

Recommended Action # 1: Award the houses as identified above.

HOUSING REHABILITATION CDBG GRANT

BID AWARD

On November 5, 2018 sealed bids were received and opened for two houses in the Taylor County CDBG Program for Housing Rehabilitation/Replacement. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the CDBG Housing Assistance Plan. The applicants, recommended bidders and the amounts for the houses are listed below:

HOUSING REHABILITATION SHIP GRANT

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Richard McDonald	Florida Homes, Inc.	\$95,879*
Elbert Hartsfield	Jerry Walters Construction, Inc.	\$84,879**

*While the HAP limit for replacement houses is \$82,500** for a two bedroom and \$85,500* for a three bedroom, the actual bids exceed the limit due to rising costs related to the recent storms and booming economy. You can exceed the arbitrary limit by making a motion to exceed the limit.

Recommended Action # 1: Motion to exceed the arbitrary limit of \$82,500 and \$85,500 for the Hartsfield and McDonald residences.

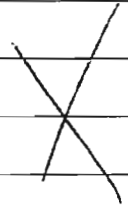
Recommended Action # 2: Award the houses as identified above.

Attachments:

Bid Tabulations with Recommendations

TAYLOR COUNTY CDBG BID TABULATION

MONDAY November 5, 2018

Contractor	Elbert Hartsfield	Darwin Carter - Voluntary Withdrawal	Richard McDonald	
Florida Homes, Inc.	86,917		95,879	
J. G. Parker Enterprises, Inc.				
Jerry Walters Construction, Inc.	84,879		101,895	
Certified Roofing and Construction, Inc.	85,500		99,600	
Government Services Group - Estimate	\$78,500	N/A	\$84,700	
15% Above Estimate	\$90,275	N/A	\$97,405	
15% Below Estimate	\$66,725	N/A	\$71,995	
Recommended Contractor	J. Walters		Fl. Homes	

* No longer Eligible - Entered Nursing Home

Opened By:

Annie Mae Murphy, Clerk

Witnessed by:

Bid Opening:

Signature

Monday November 5, 2018

Annie Mae Murphy, Clerk

BOCC Meeting

TAYLOR COUNTY SHIP BID TABULATION

MONDAY November 5, 2018

Contractor	Linda Ingram	Lillie Griffin		
Florida Homes, Inc.	17,747	29,437		
J. G. Parker Enterprises, Inc.				
Jerry Walters Construction, Inc.	16,550	29,500		
Certified Roofing and Construction, Inc.	15,750	24,700		
Recommended Contractor	Certified	Certified		

Opened By:

Witnessed by:

Bid Opening:

Signature

MONDAY November 5, 2018

Annie Mae Murphy, Clerk

BOCC Meeting

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name	<u>Certified Roofing + Construction</u>
Contractor's Name (Print Name)	<u>Charlotte Johnson</u>
Contractor's Signature	<u>Charlotte Johnson</u>
Contractor's Address	<u>PO Box 1673 Glenberry FL 32669</u>
Contractor's License #	<u>CBC 1252541 CCCOS 7237</u>
Contractor's Phone Number	<u>352-472-7663</u>
Contractor's E-Mail Address	<u>certified687@gmail.com</u>

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature

Taylor County Housing Program Bid Form

Page 2 of 2

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

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Company Name	<u>Certified Roofing + Construction</u>
Contractor's Name (Print Name)	<u>Charlotte Johnson</u>
Contractor's Signature	<u>Charlotte Johnson</u>
Contractor's Address	<u>PO Box 1673 Newberry FL 32669</u>
Contractor's License #	<u>CBC 1252541 CCC057237</u>
Contractor's Phone Number	<u>352-472-7663</u>
Contractor's E-Mail Address	<u>certified687@gmail.com</u>

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

Taylor County Housing Program Bid Form

Page 2 of 2

Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM

Owner: Richard McDonald

Address: 3235 Johnson Stripling Road – Perry, FL

Mailing Address: Same

Phone #: 850-843-7006

Parcel # 07297-025

Inspected By: Jay Moseley

Date: 08/31/2018

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	\$ 7,000
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	7,000
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1200 sq. ft, 3 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	20,179
004	ELECTRICAL,	Minimum 200 amp service and wiring to meet NEC.	All	

Owners Signature

Co-Owners Signature

Contractor's Signature

Dellie Herring

Taylor County Housing Program Bid form

3235 Johnson Stripling Road – Perry, FL

	APPLIANCES, AND HVAC	<p>(Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>		22,600
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	20,700
006	PLUMBING	<p>New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system, or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	8,300
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	4,600
008	CABINETS	<p>Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen.</p>	Kitchen	4,300

Owners Signature

Co-Owners Signature

Contractor's Signature

Debbie Hurst, agent

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within 150 days of the issuance of the Notice to Proceed. This house is to be vacant for 150 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name Fla Homes, Inc R/c
Contractor's Name (Print Name) Debbie Herring, agent
Contractor's Signature Debbie Herring, agent
Contractor's Address 13919 NW 145th Avenue, Alachua 32615
Contractor's License # CGC052062
Contractor's Phone Number (386) 418-4663
Contractor's E-Mail Address flahomes@windstream.net

Owners Signature

Co-Owners Signature

Debbie Herring, agent
Contractor's Signature

Copy

①

Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM

Owner: Elbert Hartsfield

Address: 20250 Goose Pasture Road -- Perry, FL

Mailing Address: 586 E. 6th Way - Greenville, FL 32331

Phone #: 850-545-0131 or 850-545-1394

Parcel # 01027-900

Inspected By: Jay Moseley

Date: 08/31/2018

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	1000.00
002	SITework	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	5000.00
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	30000.00
004	ELECTRICAL,	Minimum 200 amp service and wiring to meet NEC.	All	5000.00

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

20250 Goose Pasture Road – Perry, FL

	APPLIANCES, AND HVAC	<p>(Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star</i> Rated), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>		7000.00
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star</i> Rated Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	20,000.00
006	PLUMBING	<p>New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system, or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	5000.00
007	WINDOWS	<p>Windows shall be <i>Energy Star</i> Rated vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	2000.00
008	CABINETS	<p>Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen.</p>	Kitchen	6000.00

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

20250 Goose Pasture Road - Perry, FL

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within 150 days of the issuance of the Notice to Proceed. This house is to be vacant for 150 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name Jerry Walter Const.
Contractor's Name (Print Name) Jerry Walters
Contractor's Signature [Signature]
Contractor's Address 25316 Celmar St Brooksville FL 34601
Contractor's License # CRC 132 6385
Contractor's Phone Number 352 585 2763
Contractor's E-Mail Address jerry.walterconstructioninc@gmail.com

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

20250 Goose Pasture Road -- Perry, FL

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



CONSIDERATION OF LETTER OF RECOMMENDATION FOR CITIZEN ROBERT LYNN FOR THE DAUGHTERS OF THE AMERICAN REVOLUTION HISTORIC PRESERVATION AWARD.

MEETING DATE REQUESTED:

November 19, 2018

Statement of Issue:

THE DAUGHTERS OF THE AMERICAN REVOLUTION HAS REQUESTED THAT THE BOARD CONSIDER SUBMITTED A LETTER OF RECOMMENDATION FOR ROBERT LYNN FOR CONSIDERATION OF THE DAUGHTERS OF THE AMERICAN REVOLUTION HISTORIC PRESERVATION AWARD.

Recommended Action:

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: COMMISSIONER MALCOLM PAGE

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

DRAFT LETTER
EMAIL FROM DAR
RESTORATION OF FAULKNER AND KINSEY CEMETERIES I



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

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

November 19, 2018

Rebecca Woofter, Chair
Daughters of the American Revolution (DAR)
Fort San Luis Chapter - Historic Preservation Committee
1907 Sharon Road
Tallahassee, FL 32303

Dear Ms. Woofter:

The Taylor County Commissioners are pleased to recommend local resident, Robert Lynn, for the DAR Historic Preservation Recognition Award. Over the last several years, Mr. Lynn – in conjunction with other concerned Taylor County residents – has identified historic cemeteries that were on the verge of being lost for all time and laid out plans to reclaim them and where possible, to restore them as well. To-date, these all-volunteer efforts have been focused on the following three cemeteries located in Taylor County, Florida:

- Faulkner and Kinsey Cemeteries, located near San Pedro Road – These cemeteries were first reclaimed and then restored to a condition not seen for many years.
- Spring Hill Cemetery on San Pedro Road – A path into the historic section of this cemetery has been made and further work on restoring damaged tombstones and grave markers will begin later this Fall.
- Cabbage Grove Cemetery – The actual location of this cemetery had to be determined through extensive research and then confirmed with technological assistance from the Florida Bureau of Archaeological Research. Efforts are underway to protect and preserve the cemetery.

These efforts have been achieved with an all-volunteer work group using materials, equipment, and services donated by individual citizens and local businesses, as well as with financial donations made to the projects. Those who have volunteered their time, talents and other resources represent the best of Taylor County and demonstrate the importance our citizens place on preserving our local history. We are proud of the significant achievements of Mr. Lynn and those who have worked with him on these projects, and we wholeheartedly endorse his nomination for the DAR Historic Preservation Recognition Award.

If we may provide additional information, please feel free to contact us at 850-838-3500.

Best regards,

Pam Feagle
Chair

LaWanda Pemberton

From: Becky Berentsen <bberentsen@fl-counties.com>
Sent: Wednesday, October 24, 2018 4:36 PM
To: LaWanda Pemberton
Subject: Other Taylor County stuff - Historical Preservation help needed
Attachments: DAR_Hist Preserv Award_letter from TC Commissioners_102118.docx; Cemetery Restoration Story_032117.pdf

Importance: High

Between the two of us, we will do our best! I am documenting the others' ethics too so we have it on file that they are set for the year and I don't nag them in December. ☺

And on a different note, I am with the local Daughters of the American Revolution (DAR) Fort San Luis Chapter here in Tallahassee and I am serving on the Historical Preservation Committee. One of the great things about our committee is the ability to recognize outstanding local achievements in the area of preservation. It has come to our attention that a local Taylor County resident, Mr. Robert Lynn, has headed up three cemetery restorations over the last few years and we would like to recognize him and his teams with an award. I would need a letter of recommendation from the Board to accompany our application for recognition to the DAR. I have attached a draft letter for consideration as well as some documentation about one of the restorations he did back in 2016. We are really excited about his work and our ability to recognize his efforts. Can you help me with this? I have mentioned it to several of the commissioners at conference and one of our other DAR daughters had spoken with Commissioner Spradley.

I am hoping that you can help me get this to the right people so we can get a letter of recommendation in order to move forward with our award application submission to our National Association. From there, once we get it approved, we can honor the incredible work of Mr. Lynn and his teams as they work to preserve the history in Taylor County.

Thank you for any help you can offer with this project!

All the best – Becky

Becky Berentsen

Education Coordinator

Florida Counties Foundation

bberentsen@fl-counties.com

100 S. Monroe St • Tallahassee, FL 32301

Phone: (850) 414-7936 • Fax: (850) 488-7752

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<http://www.fl-counties.com> • *All About Florida* •

The Restoration of the Faulkner and Kinsey Cemeteries

Taylor County, Florida

Spring of 2016



Precious little is more important to maintaining a community's identity than safeguarding the visible reminders of its heritage. The following narrative illustrates what can be accomplished when a group of local residents with a common goal pooled their efforts to restore two landmarks of Taylor County, Florida's history.

In the mid-1800s—when Taylor County was still part of the once larger Madison County—several pioneering families settled in an area located between the fledging town of Rosehead, FL and San Pedro Bay. These families included the Parkers, the Kinseys, and the Faulkners. They, like other settlers of the region, experienced the last of the Seminole Wars and sent their sons to fight in the War Between the States. As neighbors, family members in this area likely collaborated and socialized with one another, sometimes bonding through marriage. This was the case with two of the earliest families of the region—the Faulkners and the Kinseys—whose family plots were placed within several yards of each other in a location just south of San Pedro Road east of Perry, FL. John Masten Faulkner, Elizabeth F. Faulkner, James Irwin Kinsey, and Elizabeth Proseypine (Faulkner) Kinsey—the two families' original patriarchs and matriarchs—were eventually buried in the Faulkner and Kinsey Cemeteries, respectively, in addition to their immediate family members.

In the intervening years, the descendants of both families moved to other locations, their dwellings were reclaimed by nature, and many of the details and memories of their lives were lost to time. For several decades, the cemeteries' tombstones—the only remaining physical reminders of these people's existence—could probably still be seen by those traveling along San Pedro Road. With the lack of regular maintenance, however, their marble memorials succumbed to a heavy overgrowth that eventually obscured them from immediate sight.



The Kinsey Family Burial Site prior to Restoration Project

In the early 1900's, the property on which the cemeteries are located was purchased by Taylor County Sheriff John H. "Bud" Parker, Sr. and was subsequently acquired by local physician, Dr. John H. Parker, Jr., his son. In the late 1970's, Dr. Jack Walters—a Perry dentist who lived on San Pedro Road at that time—was walking in the pine trees near the power line that runs parallel to the road when he came across the headstone of Captain James Faulkner (a Confederate veteran) lying prone in the woods without an associated gravesite. Dr. Walters gave it to a Faulkner descendant who still resides in Taylor County and shares his ancestor's name—James Faulkner—and who happened to be a good friend of his.

In the Fall of 2015, Joe Burch—another Faulkner descendent currently residing in St Augustine, FL—made the trek back to Taylor County to locate and provide maintenance to the Faulkner and Kinsey Cemeteries. He found them both covered in heavy underbrush with the Faulkner plot in need of significant maintenance and the Kinsey burial site in a complete state of disrepair with most of the headstones broken and the fencing flattened into the underbrush.



Joe Burch at the Faulkner Cemetery prior to Commencement of Cleanup and Repairs



Kinsey Cemetery Site after Initial Removal of Brush

Although Joe Burch and an assistant spent several days trying to clean up and repair the cemeteries, a proper restoration was beyond the capabilities of two people, given the lack of time and necessary equipment. Burch reported the condition of the cemeteries to several parties, including the Taylor County Historical Society, in the hope that further efforts could be made.

Early in 2016, a local resident also visited the site and was distressed to find the grounds of the Faulkner and Kinsey Cemeteries in such a state of disrepair. When he discussed his observations with several other concerned Taylor County citizens, they came up with a plan for a more comprehensive restoration of the two burial grounds that would require the use of heavy machinery, skilled labor, a number of volunteers, and some financial investment. A representative of the John H. Parker, Jr. family was approached to request permission to access the property and carry out this work. The family fully concurred with the importance of the project and offered to provide help as well. A photographic record was made for each phase of the effort, and some of the photos of the work have been included in this summary.

The first step of the restoration project was to clear a perimeter around the cemeteries, removing saplings, vines, and underbrush so that a more accurate survey with measurements could be made.



Volunteers Cleared a 30 Foot Perimeter around Each of the Cemeteries





Twisted Fencing of Kinsey Burial Plot

Twisted portions of the original wrought-iron fence that surrounded the Kinsey Cemetery had to be pulled out of the ground using a tractor's hydraulic scoop. These fencing pieces were set aside to determine how much of the original iron work could be salvaged, repaired, and later reinstalled at the site. The Faulkner Cemetery fence also was in need of repair, but to a lesser extent.



Leveling the Ground around Faulkner Cemetery using Backhoe

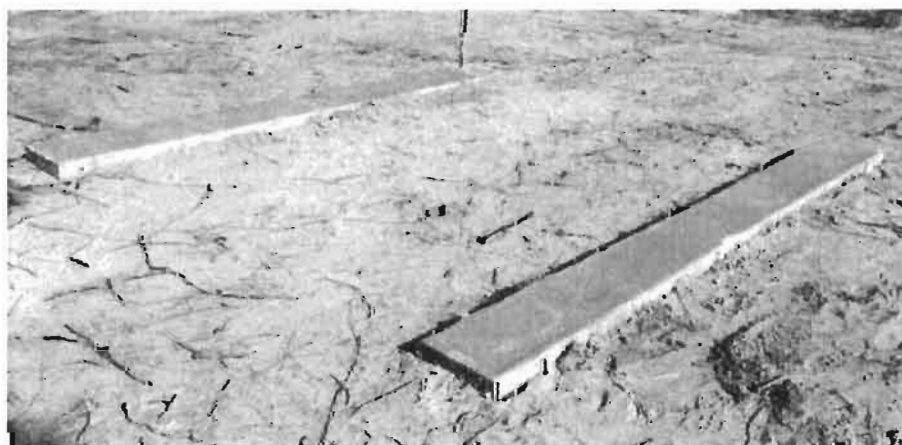
The original locations of the headstones and broken pieces of monuments were noted by the project team before removal for cleaning and repairs so that they could be properly replaced afterwards. The gravesites found in these two cemeteries were confirmed using information found in Jessie H. Paulk's book, *Survey of Taylor County, FL Cemeteries (Revision 4)*.



**Grave Markers Were Removed for Cleaning and Repairs
after Documenting Their Original Locations**

During this phase of the project, the locations of the Faulkner and Kinsey family members' graves were established by visual confirmation. However, to confirm the exact location of CPT James Faulkner's burial site—just outside the Faulkner Cemetery fence—a metal detector was needed, which detected and reported the nails outlining his underground casket.

After the brambles and old tree stumps were cleared from the area, the ground was leveled and rows of steel-reinforced concrete footings were poured in both of the cemeteries.



**Concrete Footings Were Laid in Both Cemeteries on which the
Headstones Were Set**

The various pieces of broken headstones were matched up, and the monuments were cemented back together. The headstones were then affixed onto the concrete footings, after being matched up with their corresponding grave sites.



Bertha Kinsey's Damaged Headstone



Bertha Kinsey's Headstone in the Process of Being Repaired



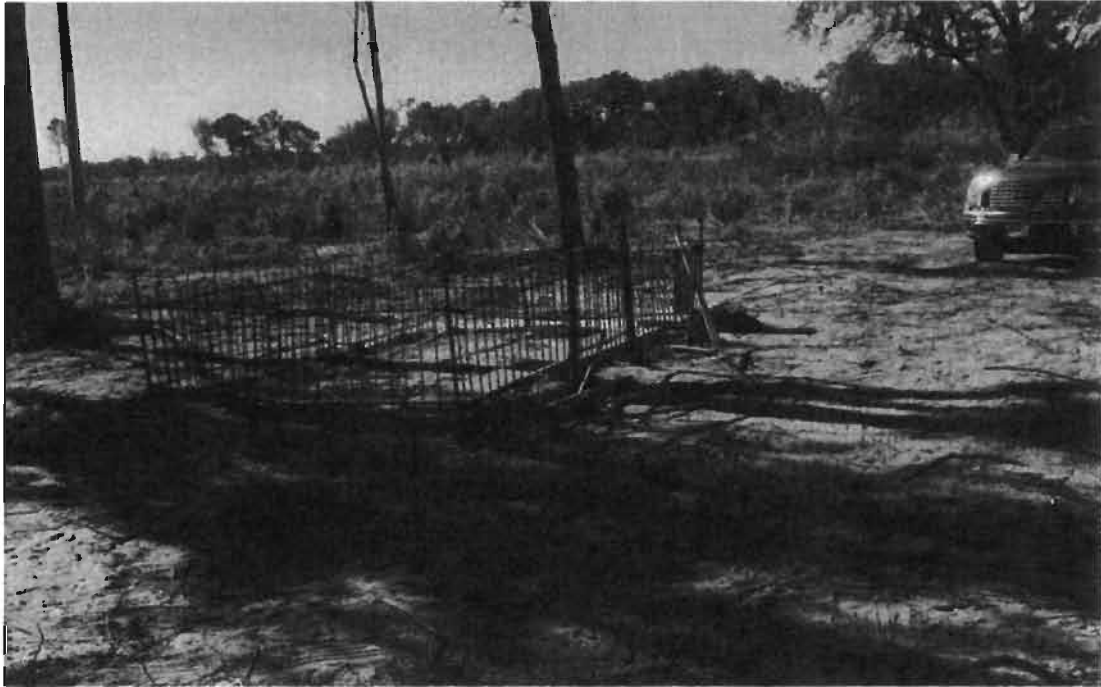
The Kinsey Cemetery Grounds during the Restoration Process

Local resident James Faulkner confirmed the location believed to be the burial site for his namesake, Captain James Faulkner, and brought the original headstone of the Civil War veteran—which he had in his possession for about 38 years—out to the cemetery so that it could once again mark the spot where his ancestor was laid to rest. When the headstone was finally placed at its corresponding grave site, it was an emotional moment for all who were present.



**Descendant James Faulkner next to Confederate Captain James Faulkner's
Restored Gravesite (Just outside the Faulkner Cemetery Enclosure)**

The original wrought-iron fencing of the Faulkner and Kinsey Cemeteries was taken to the Recycling Center in Perry to be repaired. In the case of the Kinsey Cemetery fence—which was badly mangled—it had to be completely reworked using newly welded cross-bars. The repaired fencing was reinstalled around the two enclosures, along with their original gates.



The Faulkner Family Cemetery during Restoration

With the restoration of the cemeteries completed, the focus then turned to landscaping, which included leveling the area around the cemeteries, mowing, and weeding to give the grounds a finished, well maintained appearance. As a result of the project, both historic cemeteries now have a margin of approximately 30 feet cleared on all sides, which should provide some protection from accidental damage to the sites in the future and make their ongoing maintenance easier.

The final step is the rededication and blessing of the Faulkner and Kinsey Cemeteries by Reverend James Taylor of the First Methodist Church of Perry, who also participated in the restoration effort. This event is scheduled for March 25, 2017—approximately one year after the work was started—and everyone who contributed to this project has been invited to attend.

In conclusion, through the concerted efforts of a number of committed Taylor County citizens, two of the oldest cemeteries in the county—which are situated under a small grove of hardwood trees off of San Pedro Road—have been restored to a condition not seen in many years. These historic sites now represent not only the people who once lived on this land, but also the close knit community that intervened to save them from being lost for all time.



The Faulkner Cemetery after Restoration



The Kinsey Cemetery with Repaired Tombstones and Fencing

Appendix 1:

Participants in the Restoration of the Faulkner and Kinsey Cemeteries

A number of people donated their time, equipment, supplies, and services to this project. Some made out-of-pocket financial expenditures to cover needed materials and repairs as well. In alphabetical order, the folks who contributed to the restoration effort of the Faulkner and Kinsey Cemeteries include:

Sandra Burch Allen – Measured and laid out headstones; cleaned the headstones

Ramey Blake (from Burns Funeral Home in Perry) – Assisted with placing form boards and pouring concrete for the headstone bases; placed the headstones in the concrete footers

Melvin Bowden, Jr. (owner of Melvin's Hauling in Perry) – Did heavy clearing; removed larger trees

Wayne Bretz – Did site cleanup, mowing, weed-eating, cutting brush, etc.

Joe Burch – Prior to the planning and inception of the restoration project, cleared brush and repaired headstones at the cemeteries

Mike Crumpler – Did welding and iron fabrication for the Kinsey Cemetery fence and gate

Jim Elliott – Operated the tractor and cleared the land

James Faulkner – Provided CPT James Faulkner's headstone, which had been in his possession for about 38 years; is planning to maintain the cemeteries—mowing and trimming—on an ongoing basis

Jim Herrington – One of the Project Planners; also did initial site cleanup and headstone restoration—put pieces back together

Jenks Holley – One of the Project Planners; also did initial site cleanup and headstone restoration—put pieces back together

Greg Lynn – Did site cleanup, trimming, and leveling

Robert Lynn – One of the Project Planners; also provided the tractor, did site cleanup, and secured needed services and materials

Dennis Martin (owner of the Recycling Center in Perry) – Provided gas and welding rods; repaired the fencing and gates of the cemeteries

Tommy Murrow (owner of Burns Funeral Home in Perry) – Assisted with clearing the site; poured the concrete for the headstone footers

Joey O'Neal – Did site cleanup, mowing, weed-eating, cutting brush, etc.

Al Oyer – Provided stone adhesive

Jessica Puhl – Photographed project progress

James Taylor – Assisted with concrete pouring of headstone footers; assisted with fence reconstruction; re-erected Kinsey Cemetery fence and gate

Jacorby Thomas - Did site cleanup

Ben Tuten – Made repairs to headstones and provided financial assistance

Benjye Tuten – Made repairs to headstones and provided financial assistance

Daniel Trujillo - Provided high tech metal detector to locate CPT Faulkner's underground casket so that its headstone could be properly placed with it

Jerry Weatherly (from Burns Funeral Home in Perry) – Assisted with placing form boards and pouring concrete for headstone bases; placed headstones in concrete footers

Barry Woofter – Did site cleanup; prepared a commemorative booklet to document the Restoration Project

Jane Parker Woofter – Prepared a commemorative booklet to document the Restoration Project

Rebecca Woofter – Prepared a commemorative booklet to document the Restoration Project

Appendix 2:

Additional Photographs of the Restoration Project



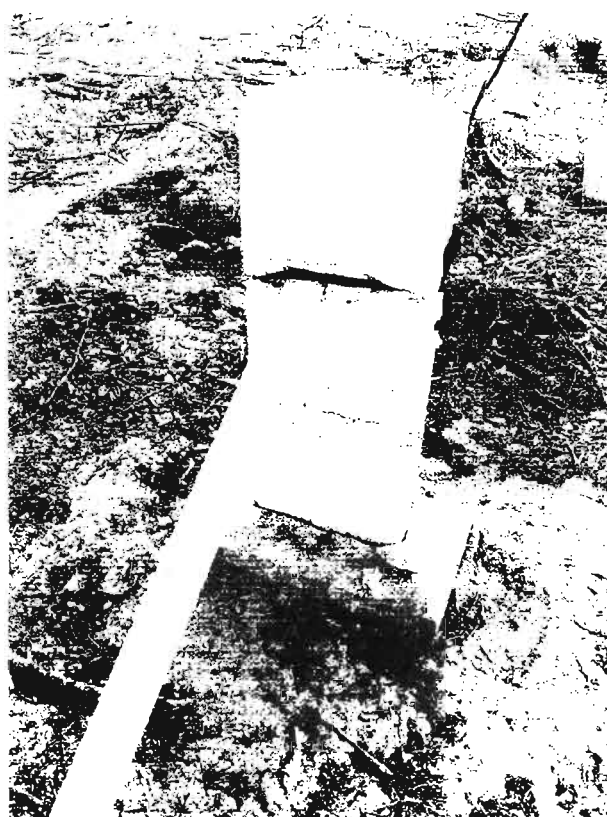
**Remains of the Damaged Kinsey Cemetery Fencing –
The original perimeter was almost lost in the underbrush.**



A Displaced Headstone within the Kinsey Burial Plot



James W. Kinsey's Broken Headstone



James W. Kinsey's Headstone in the Process of Being Repaired



James Kinsey's Dismantled Headstone



James Kinsey's Headstone in the Process of Being Repaired



**Elizabeth Proseypine Faulkner Kinsey's
Damaged Headstone**



**Elizabeth Proseypine Faulkner Kinsey's
Headstone in the Process of Being Repaired**



Monuments to be Restored—Grave Locations Were Marked Prior to Headstone Removal



Placement of Repaired Monuments at their Original Burial Sites in the Kinsey Cemetery



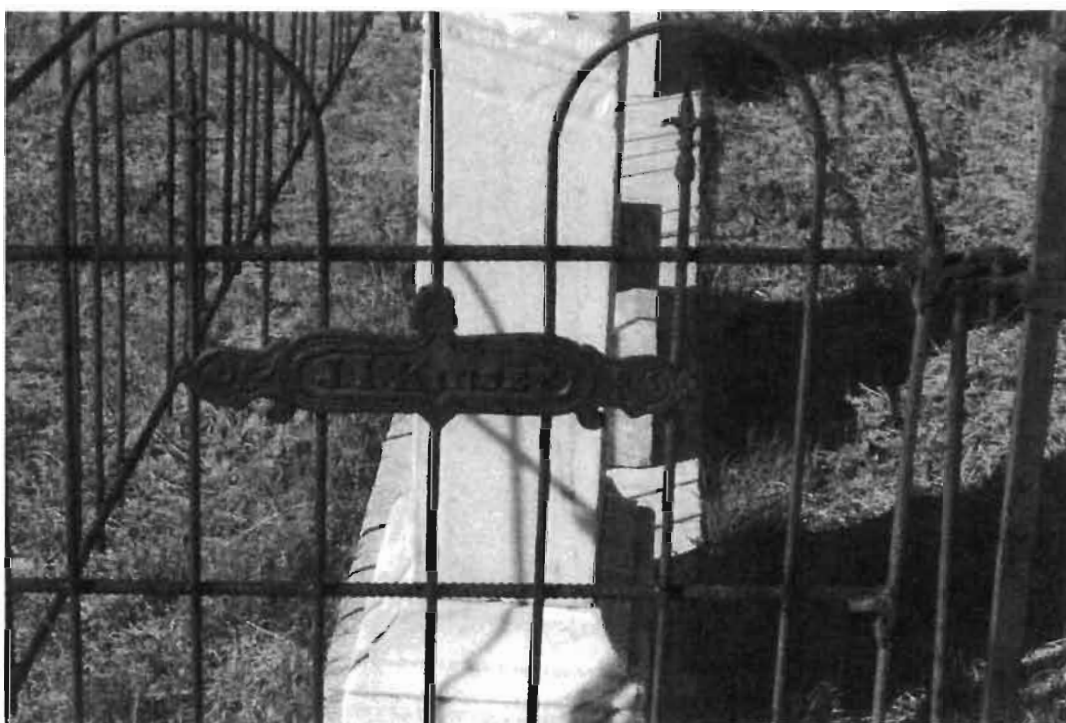
The Tractor Seen in the Background of the Kinsey Cemetery Was Used to Level the Ground around Both Cemeteries



Construction of a Mold to Create the Cement Foundations for the Headstones



Erecting the Restored Iron Fencing around the Kinsey Burial Plot



Original Kinsey Cemetery Gate was Salvaged and Reinstalled with Repaired Fencing



Restoring the Site of CPT James Faulkner's Grave



Placing CPT James Faulkner's Headstone at his Burial Site



The Newly Reestablished Grave Site of CPT James Faulkner just outside of the Faulkner Cemetery Fence

22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Lease of Forest Capital Hall for Upward Sports



MEETING DATE REQUESTED:

November 19, 2018

Statement of Issue:

The board to consider approval of request to renew lease with First Baptist Church of Perry for the use of Forest Capital Hall for the term of December 31, 2018 to February 16, 2019.

Recommended Action:

Approve lease

Fiscal Impact:

\$750 revenue from lease

Budgeted Expense:

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Upward League has been operating out of Forest Capital Hall for the past 10 years and serves an average of 150 children per season.

Options:

Attachments:

**Request from Scott Bembry, League Director
Lease**



UPWARD BASKETBALL SPORTS

FIRST BAPTIST CHURCH OF PERRY
102 N CENTER STREET
PERRY, FLORIDA 32347
(850) 584-7066

Taylor County Board of County Commissioners
Office of the County Administrator
102 E Green St
Perry, FL 32347

Dear Mr. LAKEY

We respectfully request approval for the use of the Forest Capital Hall to provide community wide children's basketball and cheerleading league. This league promotes equal playing time and welcomes all children ages Kindergarten through Eighth Grade from our community. This will be our Thirteenth season and we have averaged around 150 children the last twelve years. We have provided positive role models and leadership while promoting affirmative sportsmanship. Our motto is Every Child's a Winner and we work diligently to insure every child and family has a positive and rewarding experience. We are extremely grateful for your support and we enjoy working with your staff in utilizing your facility to provide recreation to this age group. We are requesting use for practices and games from December 31st 2018 to February 16th 2019. Thank you for your cooperation and for all you do to make this possible.

Sincerely,

Scott Bembry 584-8278
League Director

LEASE OF FOREST CAPITAL HALL

1. This Lease is made and executed this ____ day of _____, 2018, by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, Post Office Box 620, Perry, Florida 32348, hereinafter called Lessor and the FIRST BAPTIST CHURCH, 102 North Center Street, Perry, Florida 32347, hereinafter called "Lessee".
2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the following described space: Forest Capital Hall.
3. The said space is leased for a term from December 31, 2018 to February 16, 2019.
4. The rent shall be \$750.00 for the above term.
5. Lessee shall use and occupy the premises for the youth basketball league in Taylor County, Florida. Lessor represents that the premises may lawfully be used for such purpose.
6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.
7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.
8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises.
9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.
10. Lessee shall not, without first notifying the Lessor, abandon the premises, or allow the premises to become vacant or deserted.
11. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee, and on every person or agency to whom Lessee's interest under this lease passes by operation of law.

12. Lessor may enter the premises at any reasonable time on reasonable notice to Lessee for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Such repairs, replacement or additions to the premises or building shall not materially interrupt daily operations of Forest Capital Hall.

13. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

14. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this lease.

15. This Lease shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.

16. Lessee will provide to the Lessor a statement of liability from their insurance carrier and shall indemnify the Lessor, its agents, employees from any liability as a result of the use of the premises Forest Capital Hall, and the Lessee shall require each parent or guardian to sign a hold harmless and waiver of liability for each child that participates in the basketball league.

LESSOR:

LESSEE:

_____
BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

FIRST BAPTIST CHURCH

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, Ted Lakey, as County Administrator, 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 _____, 2018.

NOTARY PUBLIC
My Commission Expires:

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 _____, 2018.

NOTARY PUBLIC
My Commission Expires:

24

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPROVE THE VOTING DESIGNATION FOR THE
FLORIDA ASSOCIATION OF COUNTIES BOARD OF
TRUSTEES



MEETING DATE REQUESTED:

November 19th, 2018

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: AGENDA FOR ANNUAL MEMBER MEETING, FLORIDA
ASSOCIATION OF COUNTIES TRUST (FACT), FACT
MEMBER TRUSTEE BALLOT FORM, FACT DESIGNATION
OF A REPRESENTATIVE TO CAST A BALLOT, LETTER TO
MEMBER COUNTIES DATED NOVEMBER 8, 2018.

FLORIDA ASSOCIATION OF COUNTIES TRUST (FACT)

NOTICE OF 2018 FACT Annual Member Meeting

Designation of a Representative to Cast Your County's Vote for a FACT Member Trustee

The Florida Association of Counties (FAC) hereby invites representatives of all FACT Member Counties to attend the 2018 Annual Member Meeting. This Annual Member Meeting, as provided for in the FACT Agreement and Declaration of Trust, will be for the purpose of:

- Holding an election for one "Member Trustees" as FACT (two-year term);
- Discuss goals and accomplishments of the FACT program during the 2017/2018 coverage period; and
- Opportunity for questions and open discussion from members.

Details of the meeting are as following:

Date: Friday, December 7, 2018

Place: Staybridge Suites, 1600 Summit Lake Drive, Tallahassee, 850-219-7000. A block of rooms under the name "FAC" is available. There is no cost to you for the hotel accommodations on Thursday evening. Reservations must be made not later than November 22, 2018.

Time: 8:30 a.m.

Attendees: Officials or employees representing FACT Member Counties.

Designation of a Voting Representative

In order to participate in the nomination and voting process, a Member County must designate one (1) county official or employee to attend as that County's representative with power to nominate and vote on behalf of the County. Only the following form (or a letter on County letterhead including all the provisions of this form), which has been executed by the Chair of the Board of County Commissioners, shall be used to designate the County's authorized representative.

Also note: The individual designated by the County must bring the following executed designation to the Annual Members' Meeting of FACT in order to vote.

To: The Board of Trustees of the Florida Association of Counties Trust (FACT):

Designation Voting Representative to the 2018 Annual Members' Meeting of FACT

Pursuant to the provisions of the FACT Trust Agreement, the undersigned County, a Member of FACT, hereby designates the following official or employee of this County as its voting representative to the 2018 FACT Annual Member Meeting with full authority to nominate the individual to serve as an elected Member Trustee of the FACT Board of Trustees and to cast this County's vote in the election of such FACT Member Trustee at this December 7, 2018, Member Meeting.

Designee's Name

Designee's Office or Position

Certification: I certify that I am the Chair of the County Board of County set forth below and that I am executing this document as such Chair.

County

Printed Name of Chair of County Board

Date Executed

Signature Chair of County Board



DATE: November 8, 2018

TO: FACT Member Counties

FROM: Chuck Lockey, Chairman, FACT Board of Trustees

Re: 2018 FACT Annual Member Meeting

Greetings,

As the Chair of the FACT Board of Trustees, I want to thank you and your County for participating in the FACT program on behalf of the Florida Association of Counties (FAC). I also want to invite you and/or your designated representative to the Annual Member Meeting that is set to take place at the Staybridge Suites in Tallahassee at 8:30 a.m. on Friday, December 7, 2018, to receive a first-hand report of FACT's operations for the past year.

We hope you and any other interested county officials or employees will also join us for the social hour and dinner that is scheduled for Thursday, December 6, 2018 at 6:00 p.m. at the Staybridge Suites Hotel. The hotel is located at 1600 Summit Lake Drive, Tallahassee, Florida 850-219-7000. (<http://www.staybridge.com>). A block of rooms under the name "FAC" is available. There is no cost to you for the hotel accommodations on Thursday evening. **Please make reservations directly with the hotel by November 22, 2018.**

Each Member County in attendance at the Annual Meeting will have an opportunity to participate in the election of one (1) Trustee to fill a two-year term position on the FACT Board of Trustees. If you cannot personally attend, you may designate an official or employee of your County to participate in the voting process. We hope that you or a representative of your County will be able to attend.

The formal "Notice of 2018 Annual Member Meeting" and "Ballot Form" are enclosed with this letter. **Please note that you must bring the signed designation of voting representative in order to vote at the meeting.**

In order to move forward with the final preparation for the meeting, please RSVP to Kimberly Morgan at kmorgan@fl-counties.com or Anna Doughty at adoughty@fl-counties.com should you, or another representative, plan to attend. Further, if you or your representative has any special physical or dietary restrictions, please also let us know and we will be happy to accommodate these needs. Please contact Ken Moneghan, Florida Association of Counties at kmoneghan@fl-counties.com for any questions regarding the information to be discussed at this year's Annual Meeting.

Sincerely,

Chuck Lockey, Chair
Florida Association of Counties Trust (FACT)

Enclosures: Notice of 2018 Annual Member Meeting
Ballot Form



FACT MEMBER TRUSTEE

Ballot Form

For election of one (1) Member Trustee to FACT Board of Trustees for the term beginning December 7, 2018 and ending September 30, 2020.

For Member Trustee Position Number 8.

X _____

(Position Number 8: Enter name of candidate to receive this vote.)

If this is designated by the Chair as a **public vote**, complete the name of the County casting this ballot.

(Name of County casting this ballot)

24-A.

COASTAL PARTNERSHIP INITIATIVE
www.dep.state.fl.us/cmp/grants/index.htm

GRANT APPLICATION

Refer to Rule Chapter 62S-4, Florida Administrative Code, available at <http://www.dep.state.fl.us/cmp/grants/index.htm> for information on funding requirements and evaluation criteria.

Eligible applicants for the Coastal Partnership Initiative are local governments of the 35 coastal counties and all municipalities within their boundaries required to include a coastal element in the local comprehensive plan. Florida colleges, community colleges, state universities, regional planning councils, national estuary programs and non-profit groups may also apply, as long as an eligible local government agrees to participate as a partner.

Submittal Requirements

1. One application per applicant may be submitted per grant cycle (i.e., one application per county, city, or other eligible applicant.)
2. Applicants may request:
 - a) no more than \$25,000 and no less than \$10,000 for planning, design and coordination activities; and
 - b) no more than \$75,000 and no less than \$10,000 for construction projects, habitat restoration, invasive exotic plant removal, and land acquisition. These projects cannot involve planning/coordination tasks or components.
3. Non-profit groups are not eligible to receive funds for construction projects, invasive exotic plant removal, habitat restoration, or land acquisition. Applications submitted by non-profit groups that propose these activities (as listed in 62S-4.004(2)(c)) will be disqualified.
4. Funding is available only for project work initiated and completed during a 12-month period beginning July 1 and ending June 30.
5. One original, signed application must be submitted along with four copies of the application and one CD/DVD copy of the application.
6. All applications must be submitted on the CPI Application Form.
7. Applications must be submitted in person, by certified or registered mail or by courier service by 4:00 p.m. on the date identified in the notice of availability of funds to:

Department of Environmental Protection
Florida Coastal Management Program, MS 235
ATTN: CPI Applications
3900 Commonwealth Blvd., Tallahassee, FL 32399-3000

Faxed, electronic, or late applications will not be considered and will be disqualified.

A. TITLE PAGE

Project Title: Big Bend Coastal Springs Inventory
CPI Initiative Priority Area(s): Coastal Stewardship
Applicant Name and Name of Partner Entity (if applicable):
Tom Greenhalgh, P.G., Florida Geological Survey Taylor County, Ted Lakey, County Administrator

Official Contact Name: Tom Greenhalgh
Title: Professional Geologist
Phone/Fax: 850.245.2384/850.617.0341
Email Address: tom.greenhalgh@dep.state.fl.us
Postal Address: Florida Geological Survey
Department of Environmental Protection
3900 Commonwealth Blvd, MS 725
Tallahassee, Florida 32399-3002

Applicant DUNS Number: 809396690

Proposed Project Manager Name: Tom Greenhalgh Email: tom.greenhalgh@dep.state.fl.us

Certification Statement

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

- a. This application is in all respects fair and submitted in good faith without collusion or fraud;
- b. If selected through this application process, the recipient will work in good faith and in partnership with the Florida Coastal Management Program to manage its subgrant in a timely and accurate manner;
- c. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;
- d. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;
- e. No federal funds will be used as match for funds awarded as a result of this application process;
- f. The applicant local government's adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.;
- g. [If construction is proposed] The applicant has conducted preliminary consultation with appropriate federal, state, regional and local regulatory agencies regarding any construction proposed in the application and has documented the results of the consultation in the Project Description section of the Work Plan;
- h. [If construction projects, habitat restoration or invasive species removal are proposed] The property on which these activities will take place is owned or leased by the applicant or the applicant holds a sufficient easement; and
- i. The undersigned has full authority to bind the applicant."

Signature

Name & Title

Date

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

Signature of Partner

Name & Title

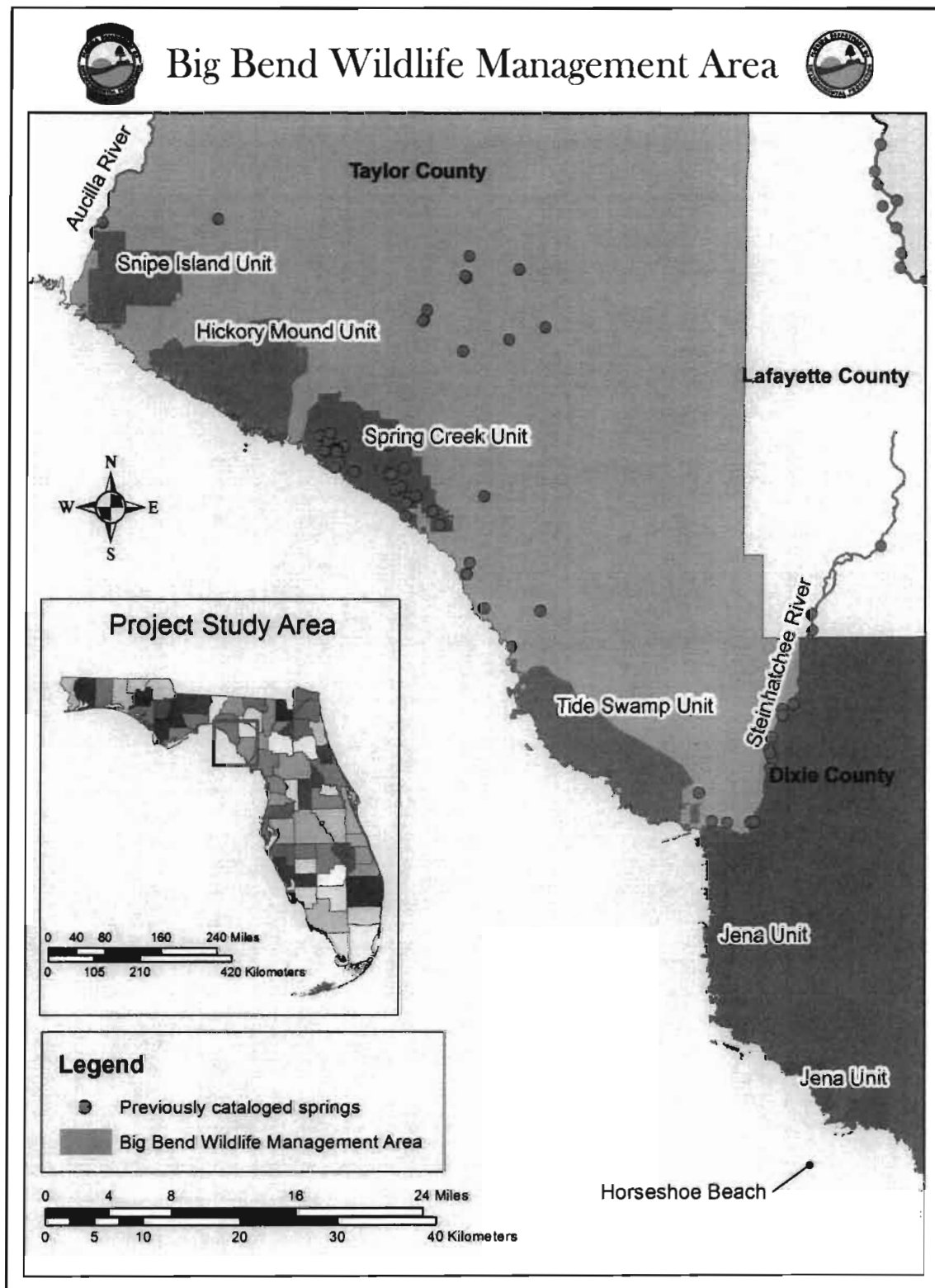
County or City Partner Entity

Date

B. PROJECT LOCATION MAP

Include a project location map no larger than 8½" x 11".

(10 pts.)*



* NOTE: The maximum number of points for scored application components is indicated in each section.

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

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

1. PROJECT DESCRIPTION.

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

Effective strategies for coastal habitat restoration cannot be planned without knowing baseline quality of the endemic waters. Florida is home to one of the highest concentrations of springs in the world. Understanding the relationship between coastal springs and coastal habitats is integral to their restoration and stewardship. The Big Bend Wildlife Management Area is approximately 72,000 acres of pine plantations, flatwoods, floodplain forest/swamps and extensive coastal marsh between the Aucilla River and Horseshoe Beach, Florida. This wildlife management area consists of five separate units: Snipe Island, Hickory Mound, Spring Creek, and Tide Swamp in Taylor County and Jena in Dixie County (see Project Location Map, pg. 2). The units in Taylor County account for approximately 65% of the county's coastline. Very little documentation of the spring resources within the individual units exists except for recent work completed in the Spring Creek Unit, which identified 27 previously uncatalogued springs.

The Florida Geological Survey (FGS) will compile data on the cataloged springs which includes aerial and LiDAR imagery, thermography data, potentiometric surface maps, and ArcMap™ 10.3.1 software. This data will be used to identify potential spring target sites, conduct field verification, and inventory any uncatalogued springs within the Hickory Mound Unit. At confirmed springs a field description of the spring, GPS locational data, photographs and estimates of discharge will be obtained. Also, baseline field parameters (dissolved oxygen, pH, temperature, and specific conductance) and water quality samples will be collected at select sites.

The FGS may employ drones to obtain aerial photographs, video, and possibly LiDAR and thermal data to supplement existing data. In addition to spring resources data, the FGS will note unique geological features as well as historic, and native cultural sites.

b. Describe specific project objectives, tasks, and deliverables and related timelines for each. Objectives and tasks should clearly relate to the project description. (20 pts.)

The primary objective of the project is to inventory uncatalogued coastal springs and to obtain baseline data for each. Secondary objectives include documenting unique geological features and cultural sites.

The first task will be to compile readily available data which includes: cataloged springs, aerial imagery, LiDAR, thermal, potentiometric, and other information within the first three months (July-September 2019)

of the project. Second, over a couple of weeks during September and October, staff will recon the wildlife management area via four-wheel drive vehicle and watercraft to determine accessibility, verify map data, and become familiar with the terrain. The third task, expected to be completed in three to four months period (November 2019 to February 2020), will consist of field confirmation of cataloged springs (if any) and visiting target sites to obtain descriptions, as well as water quality, locational, photographic, and discharge data of any springs discovered. This work will be completed during winter months when vegetation is dormant increasing visibility and easing navigation. Additionally, working in the winter reduces exposure to insects, reptiles, and other potentially harmful wildlife in these wild areas.

The FGS will provide quarterly progress updates and, by June 15, 2020, a final project report, which will include any digital products developed or attained.

2. PROJECT NEED AND BENEFIT.

- a. Explain the demonstrated need, which the project addresses. **(25 pts.)**

The coastal spring resources of the publicly owned Big Bend Wildlife Management Area are virtually undocumented and therefore their ecology, status, and estuarine influence is unknown. Once located, other researchers can document any existing endemic flora and fauna. Collecting baseline hydrologic data will allow shifts in groundwater quality and quantity to be determined. Based on FGS observations in the Spring Creek Unit, rising sea level will inundate some of the springs and cultural features may occur before they can be documented and assessed.

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

The proposed innovative project meets the purpose of CPI's Coastal Stewardship priority. Protection and stewardship cannot occur without knowledge of the existence of the coastal spring resources.

- c. Discuss the extent to which the project will improve the management and protection of coastal resources. **(25 pts.)**

Documenting the coastal spring resources and unique geologic and cultural features within the Big Bend Wildlife Management Area will allow Taylor County and the Florida Fish and Wildlife Conservation Commission to include these assets in their land management plans so that activities that would damage them are precluded or minimized. Once the coastal springs are identified, others with specific expertise can assist with their assessment, management, and protection.

- d. Discuss how project is feasible and can be completed within one year. **(10 Pts.)**

The FGS has experience with this type of work and recently completed an inventory of the springs in the Spring Creek Unit within one year.

BUDGET and BUDGET NARRATIVE**(15 Pts.)**

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

<u>Budget Category</u>	<u>FCMP Funds</u>	<u>MATCH Funds</u>
1. Salaries	<u>\$17,530.00</u>	<u>\$43,723.00</u>
2. Fringe Benefits	<u>\$11,000.00</u>	<u>\$30,921.00</u>
3. Travel	<u>\$10,500.00</u>	<u> </u>
4. Equipment	<u> </u>	<u> </u>
5. Supplies	<u>\$1,000.00</u>	<u> </u>
6. Contractual Services	<u>\$10,000.00</u>	<u> </u>
7. Other Expenses	<u> </u>	<u> </u>
8. Indirect Charges	<u>\$25,614.00</u>	<u> </u>
FCMP Total	<u>\$74,643.00</u>	
Match Total		<u>\$74,643.00</u>
Total FCMP & Match Funds	<u>\$149,286.00</u>	

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

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

Total FCMP Funds Requested \$ 74,643.00

Salaries: \$17,530.00, OPS (part-time staff) salary – Geologist

Fringe Benefits: \$11,000.00, OPS (part-time staff) salary - Geologist

Travel: 30 days (2 persons at \$175.00 per day/person) – Geologist and Licensed Florida Professional Geologist

Equipment:

Supplies: \$1,000.00 for water, Gatorade, ice, bug spray, sunscreen, disposables for water sampling.

Contractual Services: Drone work and laboratory analytical (10 water samples at \$250.00 each)

Other Expenses:

Indirect Charges: The Department of Environmental Protection's approved negotiated rate agreement with the Federal Government is attached. The indirect rate for state of Florida employees is 70.72%, plus a division rate of 19.06%. This equates to \$25,614.00 in indirect cost for the requested OPS salary.

Total Match Funds: \$ 74,643.00

Salaries: \$43,723.00, FTE (full-time staff) salary – Licensed Florida Professional Geologist

Fringe Benefits: \$30,921.00, FTE (full-time staff) salary – Licensed Florida Professional Geologist

Travel:

Equipment:

Supplies:

Contractual Services:

Other Expenses:

NOTE: Project costs will be evaluated for reasonability, and the application is eligible for up to 10 points based on the evaluation of costs.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

COGNIZANT AGENCY
NEGOTIATION AGREEMENT

Page 1 of 3

Florida Department of
Environmental Protection
Tallahassee, Florida

Date: March 7, 2018

Filing Ref: January 31, 2017

The indirect cost rates contained herein are for use on grants and contracts with the Federal Government to which Office of Management and Budget 2 CFR Part 200 applies, subject to the limitations contained in the Circular and in Section II, A below.

SECTION I: RATES

<u>Type</u> <u>Fixed:</u>	<u>Effective Period</u>		<u>Rate</u>	<u>Base</u>
	<u>From</u>	<u>To</u>		
Fringe Benefits (FTE Positions)	7/1/2018	6/30/2019	70.72%	(a)
Indirect Costs:				
Division of Emergency Response	7/1/2018	6/30/2019	34.06%	(b)
Division of Water Restoration Assistance	7/1/2018	6/30/2019	39.30%	(b)
Environmental Assessment & Restoration	7/1/2018	6/30/2019	40.31%	(b)
Division of Water Resources Mgmt	7/1/2018	6/30/2019	45.40%	(b)
Division of Waste Mgmt	7/1/2018	6/30/2019	46.19%	(b)
Office of Coastal & Aquatic Areas	7/1/2018	6/30/2019	32.40%	(b)
Division of Air Resources Mgmt	7/1/2018	6/30/2019	39.88%	(b)
Land & Recreation	7/1/2018	6/30/2019	45.94%	(b)
All Other Divisions	7/1/2018	6/30/2019	19.06%	(b)

Basis for Application

- (a) Direct salaries and wages, excludes OPS staff.
(b) Direct salaries and wages plus applicable fringe benefits. Includes Other Personal Services (OPS).

Treatment of Fringe Benefits: Fringe benefits and Release Time applicable to direct salaries and wages are included in the fringe benefit rate cited above.

SECTION II: GENERAL

- A. LIMITATIONS: The rates in this Agreement are subject to any statutory and administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the department/agency or allocated to the department/agency by an approved cost allocation plan were included in the indirect cost pool as finally accepted; such costs are legal obligations of the department/agency and are allowable under governing cost principles; (2) The same costs that have been treated as indirect costs have not been claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the department/agency which was used to establish the rates is not later found to be materially incomplete or inaccurate by the

Department of
Environmental Protection
Tallahassee, Florida

Page 2 of 3

Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

- B. CHANGES. The fixed rate contained in this agreement is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate in this agreement, require the prior approval of the authorized representative of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowances.
- C. THE FIXED RATES contained in this agreement are based on an estimate of the costs which will be incurred during the period for which the rates apply. When the actual costs for such a period have been determined, an adjustment will be made in the negotiation following such determination to compensate for the difference between the cost used to establish the fixed rates and that which would have been used were the actual costs known at the time.
- D. NOTIFICATION TO FEDERAL AGENCIES: Copies of this document may be provided to other Federal agencies as a means of notifying them of the agreement contained herein.
- E. SPECIAL REMARKS: Please confirm your acceptance of the terms of the indirect cost rate agreement by signing and returning this letter to me. Please retain a copy for your records.

ACCEPTANCE

The undersigned official warrants
that he/she has the proper authority
to execute this agreement on the
behalf of the State Agency:

(Signature)

Darinda McLaughlin,
Director

Division of Administrative
Services

Florida Department of
Environmental Protection

March 9, 2018

By the Federal Agency:

JACQUELINE
SMITH

Digitally signed by
JACQUELINE SMITH
Date: 2018.03.07 14:58:10
-05'00'

(Signature)

Jacqueline Smith, Rate Negotiator
Financial Analysis and
Oversight Service Center
U.S. Environmental
Protection Agency

Negotiated by: Jacqueline Smith
Telephone: (202) 564-5505