SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, JANUARY 21,2025
6:00 P.M.

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

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

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

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

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

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

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

1. Prayer

2. Pledge of Allegiance

3. Approval of Agenda

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.

5. THE BOARD TO CONSIDER APPROVAL OF T-HANGAR LEASE AGREEMENT AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY WARD KETRING, AIRPORT MANAGER.

6. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE 2024-2025 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT SC528, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

7. THE BOARD TO CONSIDER APPROVAL OF REVISED CONTINUITY OF OPERATIONS PLAN (COOP), AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.

8. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS PACKAGE AND REQUEST TO ADVERTISE TO CONSTRUCT A SIDEWALK ALONG 1ST AVENUE IN STEINHATCHEE UNDER THE FDOT LOCAL AGENCY PROGRAM, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE RESPONSE TO THE FLORIDA HOUSING FINANCE CORPORATION SHIP MONITORING REVIEW AS PREPARED BY ACCENTURE (ANSER ADVISORY), AS AGENDAED BY MELODY COX, GRANTS WRITER.

10. THE BOARD TO CONSIDER APPROVAL OF MONTHLY LEASE INCREASE FOR THE COUNTY-OWNED HANGARS AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE AIRPORT MANAGER.

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR 4-H FUNDS TO BE RELEASED FOR THE 2024-2025 BUDGET YEAR TO THE TAYLOR COUNTY 4-H FOUNDATION, AS AGENDAED BY LORI WIGGINS, COUNTY EXTENSION DIRECTOR.

12. THE BOARD TO CONSIDER APPROVAL OF DEBRIS MANAGEMENT AND MONITORING PLAN AS REQUIRED FOR THE DISASTER RECOVERY ASSISTANCE ABATEMENT PLAN, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

13. THE BOARD TO CONSIDER APPROVAL OF EMERGENCY RESPONSE-ADMINISTRATIVE POLICY AS REQUIRED FOR THE DISASTER RECOVERY ASSISTANCE ABATEMENT PLAN, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

14. THE BOARD TO CONSIDER APPROVAL OF REVISED EMERGENCY PURCHASING POLICY, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

15. THE BOARD TO CONSIDER APPROVAL OF REVISED EMERGENCY RESPONSE BY EMPLOYEES POLICY, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

16. DANNY GLOVER, EMERGENCY MANAGEMENT DIRECTOR TO DISCUSS DISPLACED WORKER GRANT FUNDING REQUEST FOR DEBRIS CLEANUP.

COUNTY STAFF ITEMS:

17. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF GRANT APPLICATION TO THE FISCAL YEAR 2031 DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE CONSTRUCTION OF A SIDEWALK IN STEINHATCHEE FROM THE STEINHATCHEE RIVER BRIDGE TO 1ST AVENUE SE, AS AGENDAED BY THE GRANTS WRITER.

18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF GRANT APPLICATION TO THE FISCAL YEAR 2031 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE CONSTRUCTION OF A SIDEWALK ALONG INDUSTRIAL PARK DRIVE FROM U.S. 19 TO PUCKETT ROAD AND DOWN PUCKETT ROAD TO LACOUR LANE, AS AGENDAED BY THE GRANTS WRITER.

19. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT AND RESOLUTION IN THE AMOUNT OF $650,000 FOR FINANCIAL PROJECT NUMBER 446364-1-94-25, DESIGN AND CONSTRUCTION OF HANGAR

BUILDINGS AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS WRITER.

20. **THE BOARD TO REVIEW AND CONSIDER APPROVAL OF BUDGET NARRATIVE REQUEST TO AMEND THE ORIGINAL PROJECT BUDGET FROM $1,075,161 TO $1,801,665 FOR THE REHABILITATION AND/OR RECONSTRUCTION OF HODGES PARK USING POT 3 RESTORE ACT FUNDS, AS AGENDAED BY THE GRANTS WRITER.**

COUNTY ADMINISTRATOR ITEMS:

21. **THE BOARD TO CONSIDER APPROVAL TO HIRE FULL TIME BUILDING OFFICIAL, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.**

22. **THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.**

23. **COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:**

24. **BOARD INFORMATIONAL ITEMS:**

Motion to Adjourn

FOR YOUR INFORMATION:

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

  www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

(5)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Board to consider approving a T hangar lease contract at the airport.
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: Michael Dickey wants to lease a T hangar at the airport

Recommended Action: Approve the lease

Fiscal Impact: $160.00 per month

Budgeted Expense: Y/N N/A

Submitted By: Airport Manager

Contact: Ward Ketring

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Attachments: T hangar Lease

Jamie English
District 1

JIM MOODY
District 2

Michael Newman
District 3

PAM FEAGLE
District 4

Thomas Demps
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

Gary Knowles, Clerk
Post Office Box 620
Perry, Florida 32348
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(850) 838-3549 Fax

LaWanda, County Administrator
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CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
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Perry-Foley Airport
Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this____ day of_____, 2024 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and Michael P. Dickey ("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#____ (the "Hangar") located at Perry-Foley Airport, 517 Industrial Park 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: Columbia 400/Silver

   Registration No. 41657 (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 ___day of_____, 2024, 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 $220.00 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 the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 481 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 a 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 ("Superfound"), 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 above regulations 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:

   AIRPORT MANAGER

   WARD KETRING

   481 INDUSTRIAL PARK DR.

   PERRY, FL. 32348

2. If to Lessee, address to:

   Michael P. Dickey

   1577 Pine Bluff Rd.

   Perry, FL 32348

   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:_____

Title: Airport Manager_____

Lessee:_____
Michael P. Dickey

By:_____
Attested by Gary Knowles Clerk of Court

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to approve Amendment No. 1 to the 2024-2025 Small County Consolidated Solid Waste Management Grant Agreement SC528 increasing the amount of funding by $8,864.24**
MEETING DATE REQUESTED:	**January 21,2025**

Statement of Issue: Board to approve Amendment No. 1 to the 2024-2025 Small County Consolidated Solid Waste Management Grant Agreement SC528 increasing the amount of funding by $8,864.24.

Recommended Action: Approve Amendment No. 1 to Grant Agreement SC528.

Fiscal Impact: The County is eligible to receive up to $93,750 from the DEP Solid Waste Management Grant Program with no match required from the County.

Budgeted Expense: Yes

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans, Grants Coordinator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The original grant agreement in the amount of $93,750 was approved by the Board on August 5, 2024. The amount of $8,864.24 was left over from the 23-24 Solid Waste Grant due to the lack of waste tire disposal. County staff was informed that the leftover amount from the 23-24 grant can be moved to the 24-25 grant. The additional funds will be used toward salaries of the recycling employees and waste tire disposal.

Attachments: Amendment No. 1 to Agreement SC528

AMENDMENT NO. 1
TO AGREEMENT NO. SC528
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

This Amendment to Agreement No. SC528 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Taylor County Board of County Commissioners, 201 E. Green Street, Perry, Florida 32347 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for recycling program operations and waste tire disposal effective October 1, 2024;

WHEREAS, the parties wish to amend the Agreement as set forth herein to reflect a $8,864.24 increase to the budget in the Revised Work Plan (Attachment 3-A) revising the total Work Plan budget to $102,614.24;

NOW THEREFORE, the parties agree as follows:

1) Funding for the Taylor County FDEP Grant Agreement SC528 is increased by $8,864.24 revising the Grant budget to $102,614.24. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.
2) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Work Plan, as attached to this Amendment and hereby incorporated into this agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Work Plan.
3) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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

Taylor County Board of County Commissioners	**Florida Department of Environmental Protection**
By: _____	By: _____ Secretary or Designee
Date: _____	Date: _____

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

Specify Type	**Letter/Number**	**Description**
Attachment	3-A	Revised Work Plan (3 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
DEP AGREEMENT NO. SC528

ATTACHMENT 3-A

PROJECT TITLE: Taylor County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Taylor County (Grantee) received funding from the Florida Legislature in the amount of $93,750.00, through Specific Appropriation Line Item No. 1806, Solid Waste Management Trust Fund, Fiscal Year (FY) 2024-25 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling program and waste tire removal costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: All collected recyclable materials are brought to a central facility located at 3750 W. US 98, Perry, Florida 32347 for processing. The recyclable material will be collected from the nine (9) drop-off centers and twenty-five (25) businesses located throughout Taylor County and then transported and disposed of at Newark Recycled Fibers in Tallahassee, Florida.

PROJECT BACKGROUND: The Grantees' Recycling Program provides recycling services for residents and small businesses located throughout Taylor County. Materials including old newspaper, corrugated cardboard, plastic, aluminum cans and metal (ferrous and non-ferrous) are collected and brought to a central facility for processing. The Recycling Program operates nine (9) drop-off centers and schedules regular cardboard pick-ups from twenty-five (25) small businesses located throughout Taylor County. The Grantee needs this funding to help offset the cost for disposal because of its small population and limited funding resources.

PROJECT DESCRIPTION: The Grantee's Department of Environmental Services employs a Recycling Technician, Recycling Secretary, Utilities Mechanic and Heavy Equipment Operator for the administration of its recycling program. Taylor County residents may bring their eligible recyclable material to the collection sites for drop-off and small businesses that wish to be added to the cardboard pick-up schedule may call the Grantee's Department of Environmental Services. The Grantee's drop-off center schedule is available here: https://www.taylorcountygov.com/rroschedule.jpg. The Grantee currently operates a regular cardboard pick-up schedule for twenty-five (25) small businesses located throughout Taylor County. Grant funds will be used to fully fund three (3) full time positions and partially fund a fourth full time position for the operation of the recycling program. Additionally, grant funds will be used to off-set the costs associated with the Grantee's disposal of waste tires picked up by the Grantee's contractor.

Additional Narrative: The Grantee's recycling program operations and waste tire disposal needs occur on an on-going basis year-round, and as such the Grantee's operations are budgeted on an annual basis. The annual budget prepared by the Grantee exceeds the grant award amount, and it is understood that any project costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee.

TASKS and DELIVERABLES:

Recycling Program Operations

Task 1: Recycling Program Salaries/Wages
Task Description: The Grantee will collect, sort and bale the eligible recyclables that are collected from their (9) recycle collection centers and the twenty-five (25) small businesses currently participating in their cardboard pick-up schedule. The collected recyclables are transported to a central processing facility, where they are sorted and

either bulked or baled, and then shipped to Newark Recycled Fibers in Tallahassee, Florida for final disposition. Funds ($4,500.00) added to this grant will be used to pay for salaries.

Deliverables: Completion of the task as evidenced by submittal of all the following supporting documentation. The Grantee will submit copies of: time cards, payroll reports to support the hours worked and the fringe rate paid for the various included benefits, and proof of payment to the employees. Additionally, the Grantee will provide a summary report for the recyclables collected during the quarter, using the **Recycling Summary Report**, provided by the Department as **Exhibit 1** of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Waste Tire Disposal

Task 2: Waste Tire Disposal
Task Description: Waste tires are collected at the Grantee's Department of Environmental Services, where they are loaded and removed for proper disposal. The Grantee has an existing contract with D.E. Barnes, Inc. of Marianna, Florida to haul and dispose of waste tires. The Grantee will provide tonnage summaries, using the Tonnage Summary Report, provided by the Department as Exhibit 2 of this Grant Work Plan. Funds ($4,364.24) added to this grant will be used to pay for waste tire disposal.

Deliverables: The Grantee will submit documentation of its waste tire disposals. This documentation must include: the date of transportation, number of tires, and registration number of the collector. Additionally, the Grantee will provide tonnage summaries, using the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Program Operations	10/1/2024	9/30/2025	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Waste Tire Removal	10/1/2024	9/30/2025	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Salaries / Wages	$84,740.64
	Total for Task:	**$80,740.64**
2	Contractual Services (Subcontractor)	$17,873.60
	Total for Task:	**$17,873.60**

SALARY AND FRINGE BENEFITS BY TASK: Cost reimbursable hourly, fringe, and indirect rate(s) by position may not exceed those indicated below.

Task No.	Position Title	Maximum Rate/Hour
1	Recycling Technician	$14.50
	Utilities Mechanic	$14.50
	HEO I	$16.89
	Secretary/Office	$18.24

*Note: Full-time employee hourly rates determined by minimum and maximum salary/ 2,080 work hours per year.

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $102,614.24
Salaries/Wages Total	$84,740.64
Contractual Services Total	$17,873.60
Total:	**$102,614.24**

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	The Board to consider approval of revised Continuity of Operations Plan (COOP).
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: Consider approval of revised policy.

Recommended Action: Approve

Fiscal Impact: Unknown

Budgeted Expense: No

Submitted By: Marsha Durden, Assistant County Administrator

Contact: 850-838-3500 Ext 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the Disaster Recovery Assessment (DRA) at the October 22, 2024, meeting. The assessment was reviewed by FEMA and abatement recommendations were made for BOCC policies. The Continuity of Operations Plan (COOP) was revised to change departmental/staffing information, and include information recommended by FEMA in the abatement plan. Compliance with the Florida Recovery Obligation Calculation (F-ROC) program affects the outcome of upfront FEMA reimbursement potential. Staff recommends approval of revised policy.

Options: Approve/Deny

Attachments: Revised Continuity of Operations Plan (COOP)

CONTINUITY OF OPERATIONS PLAN (COOP)

BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COUNTY ADMINISTRATOR

01/21/2025
REVISED

FOR OFFICIAL USE ONLY

NOTICE: This document contains information pertaining to the deployment, mobilization, and tactical operations of the Board of County Commissioners in response to emergencies. It is exempt from public disclosure under Florida state law.

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I. INTRODUCTION

The mission statement provided by the Office of the County Administrator is as follows:

The County Administrator is the chief executive officer of County government under the auspices of the Taylor County Board of County Commissioners. It is the responsibility of the County Administrator to implement all decisions, policies, goals, programs and motions of the Board.

The County Administrator's Office in conjunction with the Director of Finance and the Clerk also recommends an annual county operating and capital improvement budget to the Board and coordinates the Board of County Commissioner's meeting agendas and workshops.

The position of County Administrator is a combination of administration and advisory, it includes researching options and alternatives for the Board as they enact legislative and policy direction for County government. The Administrator then implements the ordinances, resolutions and policies of the County Commission in the most effective and efficient manner possible, and delivers essential services to the citizens of the county as established and resourced by the Board.

The Administrator also represents the Board as a liaison between the Board with the other elected officials of Taylor County, as well as state and other local officials.

A. Purpose

This Continuity of Operations Plan (COOP) has been created for the Board of County Commissioners. The Continuity of Operations Plan establishes policy and guidance to ensure the execution of the mission-essential functions for the Office of the County Administrator and subsequent departments in the event that an emergency threatens or incapacitates operations; and the relocation of selected personnel and functions of any essential facilities of the Office of the County Administrator and/or subsequent departments are required. Specifically, this COOP is designed to:

- Ensure that the Office of the County Administrator is prepared to respond to emergencies, recover from them, and mitigate against their impacts.
- Ensure that the Office of the County Administrator is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.
- Provide timely direction, control, and coordination to the Office of the County Administrator leadership, subsequent departments and other critical customers before, during, and after an event or upon notification of a credible threat.
- Establish and enact time-phased implementation procedures to activate various components of the "Plan".
- Facilitate the return to normal operating conditions as soon as practical, based on circumstances and the threat environment.
- Ensure that the Office of the County Administrator COOP is viable and operational, and is compliant with all guidance documents.
- Ensure that the Office of the County Administrator COOP is fully capable of addressing all types of emergencies, or "all hazards" and that mission-essential functions are able to continue with minimal or no disruption during all types of emergencies.

B. Applicability and Scope

The provisions of this document apply to the Office of the County Administrator, subsequent departments and its offices. Support from other organizations as described herein will be coordinated with the County Administrator as applicable. This document applies to situations that require relocation of mission-essential functions of the Office of the County Administrator and its subsequent departments as determined by the County Administrator. The scope does not apply to temporary disruptions of service during short-term building evacuations or other situations where services are anticipated to be restored in the primary facility within a short period. The County Administrator will determine situations that require implementation of the COOP.

C. Supersession

D. Authorities

- Federal Continuity Directive 1 (FCD1) - November 6, 2007 - Federal Executive Branch National Continuity Program and Requirements - Federal Continuity Directive 1 (FCD1) provides direction to the Federal executive branch for developing continuity plans and programs. Continuity planning facilitates the performance of executive branch essential functions during all-hazards emergencies or other situations that may disrupt normal operations. The ultimate goal of continuity in the executive branch is the continuation of National Essential Functions (NEFs).

- Federal Continuity Directive 2 (FCD2) - February 2008 - Federal Executive Branch Mission Essential Function and Primary Mission Essential Function Identification and Submission Process - Federal Continuity Directive 2 (FCD2) implements the requirements of Federal Continuity Directive 1, ANNEX C. It provides guidance and direction to Federal executive branch departments and agencies for identification of their Mission Essential Functions (MEFs) and potential Primary Mission Essential Functions (PMEFs). It includes guidance and checklists to assist departments and agencies in assessing their essential functions through a risk management process and in identifying potential PMEFs that support the National Essential Functions (NEFs) - the most critical functions necessary to lead and sustain the nation during a catastrophic emergency. FCD2 provides direction on the formalized process for submission of a department's or agency's potential PMEFs that are supportive of the NEFs. It also includes guidance on the processes for conducting a Business Process Analysis (BPA) and Business Impact Analysis (BIA) for each of the potential PMEFs that assist in identifying essential function relationships and interdependencies, time sensitivities, threat and vulnerability analyses, and mitigation strategies that impact and support the PMEFs.

- Continuity Guidance Circular 1 (CGC1) - January 21, 2009 - Continuity Guidance for Non-Federal Entities - Continuity Guidance Circular 1 (CGC1) provides direction to non-federal entities for developing continuity plans and programs. Continuity planning facilitates the performance of essential functions during all-hazards emergencies or other situations that may disrupt normal operations. By continuing the performance of essential functions through a catastrophic emergency, the State, local, territorial, and tribal governments (non-Federal Governments entities or NFGs) support the ability of the Federal Government to perform National Essential Functions (NEFs), continue Enduring Constitutional Government, and ensure that essential services are provided to the Nation's citizens. A comprehensive and integrated continuity capability will enhance the credibility of our national security posture and enable a more rapid and effective response to, and recovery from, a national emergency.

- Continuity Guidance Circular 2 (CGC2) - July 22, 2010 - Continuity Guidance for Non-Federal Entities: Mission Essential Functions Identification Process (States, Territories,

Tribes, and Local Government Jurisdictions), provides additional planning guidance to assist non-Federal entities and organizations in identifying their essential functions. Additionally, through the use of a systematic Business Process Analysis, Business Impact Analysis, and the development of risk mitigation strategies, CGC 2 provides guidance to non-Federal entities to ensure the continued performance of these essential functions during and following a significant disruption to normal operations.

E. References

- National Response Framework (NRF)
- National Incident Management System (NIMS)
- Florida State Emergency Operations Plan (SEOP)

F. Policy

The Office of the County Administrator recognizes and acknowledges that the protection of its assets and business operations is a major responsibility to its employees and respective jurisdiction. Therefore, it is a policy of the Office of the County Administrator that a viable COOP be established and maintained to ensure high levels of service quality and availability. It is also a policy of the Office of the County Administrator to protect life, information, and property, in that order. To this end, procedures have been developed to support the resumption of time-sensitive business operations and functions in the event of their disruption at the facilities identified in this plan. The Office of the County Administrator is committed to supporting service resumption and recovery efforts at alternate facilities, if required. Likewise, the Office of the County Administrator and its management are responsible for developing and maintaining a viable COOP that conforms to acceptable insurance, regulatory, and ethical practices and is consistent with the provisions and direction of other Office of the County Administrator policy, plans, and procedures.

II. CONCEPT OF OPERATIONS (CONOP)

A. Objectives

The objective of this COOP is to ensure that a viable capability exists for Office of the County Administrator to continue essential functions across a wide range of potential emergencies, specifically when the primary facility is either threatened or inaccessible. The objectives of this COOP include:

- To ensure the continuous performance of essential functions/operations during an emergency.
- To protect essential facilities, equipment, records, and other assets.
- To reduce or mitigate disruptions to operations.
- To reduce loss of life, minimize damage and losses.
- To identify and designate principals and support staff to be relocated.
- To facilitate decision-making for execution of the COOP and the subsequent conduct of operations.
- To achieve a timely and orderly recovery from the emergency and resumption of full service to all customers.

B. Planning Considerations and Assumptions

In accordance with continuity guidelines and emergency management principles/best practices, a viable COOP capability:

- Must be maintained at a high-level of readiness.
- Must be capable of implementation, both with and without warning.
- Must be operational no later than 12 hours after activation.
- Must maintain sustained operations for up to 30 days.
- Should take maximum advantage of existing local, State or federal government infrastructures.

C. COOP Execution

This section outlines situations that can potentially lead to activation of the COOP due to emergencies or potential emergencies that may affect the ability of the Office of the County Administrator and its subsequent departments to perform its mission-essential functions from its primary and other essential facilities. This section also provides a general description of actions that will be taken by the Office of the County Administrator to transition from normal operations to COOP activation.

COOP Activation Scenarios

The following scenarios would likely require the activation of the Office of the County Administrator COOP:

- The primary facility or any other essential facility of the Office of the County Administrator or its subsequent departments is closed for normal business activities as a result of an event or credible threat of an event that would preclude access or use of the facility and the surrounding area.
- The area in which the primary facility or any other essential Office of the County Administrator facility or subsequent departments is located is closed for normal business activities as a result of a widespread utility failure, natural disaster, significant hazardous material incident, civil disturbance, or terrorist or military threat or attack. Under this scenario, there could be uncertainty regarding whether additional events such as secondary explosions or cascading utility failures could occur.

The following scenario would NOT require the activation of the Office of the County Administrator COOP:

- The primary facility or any other essential facility or subsequent departments is temporarily unavailable due to a sudden emergency such as a fire, bomb threat, or hazardous materials emergency that requires the evacuation of the facility, but only for a short duration that does not impact normal operations.

COOP Activation

The following measures may be taken in an event that interrupts normal operations, or if such an incident appears imminent and it would be prudent to evacuate the primary facility or any other essential facility or subsequent departments as a precaution:

- The County Administrator may activate the COOP to include activation of the alternate facility.

- The County Administrator will direct some or all of the subsequent department COOP Teams to initiate the process of relocation to the alternate facility (see Sections II-D and II-F). The COOP Teams will be notified using the notification procedures outlined in Section IV of this document.

- The COOP Teams will initiate relocation to the alternate facility site and will ensure that the mission-essential functions of the closed primary or other impacted facility are maintained and capable of being performed using the alternate facility and available resources, until full operations are re-established at the primary/impacted facility.

- Office of the County Administrator staff members who do not have specific COOP assignments may be called upon to supplement the COOP Team operations.

- Representatives from other government or private organizations may also be called upon to support COOP operations.

- The COOP Teams and their members will be responsible for ensuring the continuation of the mission-essential functions of the Office of the County Administrator and its subsequent departments within 12 hours and for a period up to 30 days pending regaining access to the affected facility or the occupation of the alternate facility.

**** Section IV of this document provides additional detail on the procedures that will be used for COOP activation and implementation.*

Incidents could occur with or without warning and during duty or non-duty hours. Whatever the incident or threat, the Office of the County Administrator COOP will be executed in response to a full range of disasters and emergencies, to include natural disasters, terrorist threats and incidents, and technological disruptions and failures. In most cases, it is likely there will be a warning of at least a few hours prior to an incident. Under these circumstances, the process of activation would normally enable the partial, limited, or full activation of the COOP with a complete and orderly alert, notification of all personnel, and activation of the COOP Teams.

Without warning, the process becomes less routine and potentially more serious and difficult. The ability to execute the COOP following an incident that occurs with little or no warning will depend on the severity of the incident's impact on the physical facilities, and whether personnel are present in the affected facility or in the surrounding area. Positive personnel accountability throughout all phases of emergencies, including COOP activation, is of utmost concern, especially if the emergency occurs without warning, during duty hours.

**** Section II-I of this document provides additional information on warning conditions and related procedures.*

D. Time-Phased Implementation

In order to maximize the preservation of life and property in the event of any natural or man-made disaster or threat, time-phased implementation may be applied. Time-phased implementation is used to prepare and respond to current threat levels, to anticipate escalation of those threat levels and, accordingly, plan for increased response efforts and ultimately full COOP activation and facility relocation. The extent to which time-phased implementation will be applied will depend upon the emergency, the amount of warning received, whether personnel are on duty or off-duty at home or elsewhere, and, possibly, the extent of damage to essential facilities and their occupants. The Disaster Magnitude Classification definitions may be used to determine the execution level of the COOP. These levels of disaster are defined as:

- **Minor Disaster** - Any disaster that is likely to be within the response capabilities of local government and results in only minimal need for state or federal assistance.

- **Major Disaster** - Any disaster that will likely exceed local capabilities and require a broad range of outside resource support including state or federal assistance. The State of Florida Emergency Management Agency and the Federal Emergency Management Agency (FEMA) will be notified and potential state and federal assistance will likely be predominantly recovery-oriented.

- **Catastrophic Disaster** - Any disaster that will require massive state and federal assistance. State and federal assistance will involve response and recovery needs.

As described in Section II-C of this document, COOP activation applies to events or incidents impacting a facility where mission-essential functions are performed to the point that the facility is unable to continue to perform those functions for a duration that will affect normal operations. Using the Disaster Magnitude Classification above, it is possible that a minor disaster would not render a facility unusable. However, minor disasters can escalate into major disasters, and even into catastrophic disasters. Conversely, events that are of short duration and do not impact normal operations (e.g., require a building evacuation only) must also be handled as though they could escalate into a more serious situation. Time-phased implementation of the COOP is a way to be prepared for all levels of emergency/potential emergency scenarios that may or may not require relocation of the primary or other essential facility. This implementation method allows the individual(s) responsible for making decisions to be prepared to fully activate the COOP on very short notice, if necessary, but not prematurely activate the COOP for situations such as the building evacuation-only scenario described above. Listed below is a general summary of the sequence of events that can be followed using time-phased implementation of the COOP:

Phase I – Activation (0 to 12 hours)

During this phase, alert and notification of all employees, COOP Teams, and other organizations identified as "critical customers" (e.g., vendors or public/private entities that may provide resource support) will take place. It is during this phase that the transition to alternate operations at the alternate facility begins. However, if events turn out to be less severe than initially anticipated, the time-phased COOP activation may be terminated during this phase and the return to normal operations will take place.

Phase II – Alternate Operations (12 hours to Termination)

During this phase, the transition to the alternate facility is complete and the performance of mission-essential functions should be underway. Also during this phase, plans should begin for transitioning back to normal operations at the primary facility or other designated facility.

Phase III – Reconstitution and Termination

During this phase, all personnel, including those that are not involved in the COOP activation, will be informed that the threat or actual emergency no longer exists and instructions will be provided for resumption of normal operations.

**** Section IV of this document covers more detailed, specific time-phased implementation procedures that will be followed during COOP activation and execution.*

E. Critical Service COOP Staff

The Office of the County Administrator and subsequent departments that relocate to the alternate facility must be able to continue operations and perform mission-essential functions

for up to 30 days with resource support. Specific Office of the County Administrator management and staff will be appointed to serve on COOP Teams to support COOP activations and relocation. It is important that COOP Teams and corresponding responsibilities are established prior to COOP activations so team members can be trained on their team roles and responsibilities. Depending upon the nature and severity of the event requiring COOP activation, the roster and size of the COOP Teams may be adjusted by the County Administrator as necessary.

**** Annex A provides a description of each COOP Team developed for the Office of the County Administrator and subsequent departments COOP including each team member's role and contact information. Annex O provides a complete list of contact information of Office of the County Administrator staff, subsequent departments and vendors.*

Because alternate facility space and support capabilities may be limited, staff may need to be restricted to those specific personnel who possess the skills and experience needed for the execution of mission-essential functions. Staff may be directed to move to other facilities or duty stations or may be advised to remain at or return home, pending further instructions. Individuals may be used to replace unavailable staff or to augment the overall COOP response.

**** Section IV of this document covers more detailed, specific time-phased implementation procedures that will be followed during COOP activation and execution.*

F. Alternate Facility

The determination of 1) the appropriate alternate facility for relocation, and 2) whether to relocate the Office of the County Administrator or its subsequent departments to the alternate facility will be made at the time of activation by the County Administrator; the decision will be based on the incident, threat, risk assessments, and execution timeframe. Arrangements should be made with the management of all pre-identified alternate facilities to appoint an Alternate Facility Manager who will be responsible for developing site support procedures that establish the requirements for receiving and supporting the staff of the Office of the County Administrator and its subsequent departments.

To ensure the adequacy of assigned space and other resources, all locations currently identified as alternate facilities and those being considered for alternate facility locations should be reviewed by the Office of the County Administrator management on an annual basis. The County Administrator and associated COOP Team Chiefs will be advised of the findings of this review and made aware of any updates made to the alternate facility details.

In conducting a review of an existing alternate facility to determine its adequacy for supporting the operation of mission-essential functions, the following should be considered:

- Ensure that the facility has sufficient space to maintain and support the Office of the County Administrator and any of its subsequent departments as needed.
- Ensure that the facility, along with acquired resources, are capable of sustaining operations for performing mission-essential functions for up to 30 days.
- Ensure that the facility has reliable logistical support, services, and infrastructure systems (e.g., electrical power, heating/ventilation/air conditioning (HVAC), water/plumbing).
- Ensure that personal convenience and comfort considerations (including toilet facilities) are given to provide for the overall emotional well-being of staff.
- Ensure that adequate physical security and access controls are in place.
- Ensure that the alternate facility is not in the same immediate geographical area as the primary facility, thereby reducing the likelihood that the alternate facility could be impacted by the same incident that impacts the primary facility.
- Consider cooperative agreements such as Memoranda of Understanding (MOUs)/Mutual Aid Agreements with other agencies or contract agreements with vendors who provide services such as virtual office technologies.

*** *Annex B provides the location of the Office of the County Administrator alternate facility sites and additional information on alternate facility requirements.*

G. Mission-Essential Functions

In planning for COOP activation, it is important to establish operational priorities prior to an emergency to ensure that the Office of the County Administrator can complete the mission-essential functions that are critical to its overall operation. The County Administrator and associated COOP Teams shall ensure that mission-essential functions can continue or resume as rapidly and efficiently as possible during an emergency relocation. Any task not deemed mission-essential must be deferred until additional personnel, time, or resources become available. The Office of the County Administrator has identified a comprehensive list of mission-essential functions.

**** Annex C provides a complete list of prioritized mission-essential functions identified for Office of the County Administrator.*

H. Delineation of Mission-Essential Functions

To ensure that mission-essential functions referenced in Section II-G are effectively transferred to the alternate facility and continued with minimal interruption, it is imperative that each function have qualified staff and resources assigned to it. The Office of the County Administrator COOP should be formed with mission-essential functions in mind. As the COOP is developed, specific staff should be matched up to each of the mission-essential function(s) within the plan. These staff will be assigned to perform these specific mission-essential functions at the alternate facility during COOP activations. The staff working at the alternate facility must be able to ensure that mission-essential functions are carried out. In some cases, the number of staff assigned to the alternate facility may be limited due to lack of facility resources and/or reduced capacity.

**** Annex C provides a complete prioritized list of mission-essential functions for the Office of the County Administrator. Each mission-essential function includes a breakdown of estimated personnel requirements and estimated equipment requirements needed to ensure the continuation of that specific mission-essential function during COOP activations.*

I. Warning Conditions

When planning and preparing for emergencies that may require activation of the COOP, a wide range of scenarios must be considered. Impending events such as hurricanes or winter storms may provide ample warning for notification of staff and identification and pre-positioning of resources in preparing for possible COOP activation; other types of events such as earthquakes or terrorist events, may provide no warning.

- **With Warning - It is expected** that, in most cases, the Office of the County Administrator will receive a warning of at least a few hours prior to an event. This will normally enable

the full execution of the COOP with a complete and orderly alert, notification, and/or deployment of the COOP Teams to an assembly site or the alternate facility.

- **Without Warning** - The ability to execute the COOP following an event that occurs with little or no warning will depend on the severity of the emergency and the number of personnel impacted. If the deployment of the COOP Teams is not feasible because of the unavailability or loss of personnel, including the County Administrator, temporary leadership of the Office of the County Administrator will be passed to the Assistant County Administrator, as identified in Section II- J of this document.

- **Duty Hours** - If an event or incident occurs during work hours, which requires relocation of the primary facility, the COOP will be activated and available members of the COOP Teams will be deployed as directed to support operations for the duration of the emergency. Those individuals who do not have assigned roles in the COOP, will either be sent home or possibly used to provide support to the COOP Teams, if additional assistance is required.

- **Non-Duty Hours** - The ability to contact members of the COOP Teams at all times during duty hours or non-duty hours is critical for ensuring that the COOP can be activated quickly if needed. Procedures must be in place that account for notifying and mobilizing (if necessary) the COOP Teams on extremely short notice.

**** Section II-L of this document provides additional information and procedures to be followed based on warning conditions. Section IV-C of this document provides staff activation procedures for duty hours and non-duty hours. Annex F provides detailed instructions regarding Alert Notification Procedures for the Office of the County Administrator.*

J. Direction and Control

Lines of succession should be maintained by all leadership elements contained within the Office of the County Administrator to ensure continuity of mission-essential functions. Lines of succession are to be provided to a minimum depth of three positions at any point where policy and directional functions are carried out.

Authorized successors to the County Administrator are specified as follows:

1. Assistant County Administrator – Marsha Durden - Office of the County Administrator

2. BOCC Chairperson – Jamie English – Board of County Commissioner

3. BOCC Vice Chairperson – Michael Newman – Board of County Commissioner

Each organizational element should pre-delegate authorities for making policy determinations and decisions. All such pre-delegations will specify what the authority covers, what limits may be placed upon exercising it, who (by title) will have the authority, and under what circumstances, if any, the authority may be delegated.

The County Administrator and/or their designee are responsible for ordering activation of the COOP. Members of the COOP Teams may be requested by the County Administrator to disseminate COOP guidance and direction during the activation and relocation phases. Pending the activation of the COOP, the COOP Teams Chiefs will monitor the situation and assist in the notification process, as necessary.

Once the COOP is activated, the appropriate officials should be notified and requested to provide any previously agreed upon assistance to the Office of the County Administrator.

*** *Annex D provides information regarding Lines of Succession. Annex E provides information regarding Delegations of Authority.*

K. Operational Hours

During COOP contingencies, the County Administrator will determine the hours of operation for the COOP Teams and staff. Members of the COOP Teams must be prepared to support a 24-hour-per-day, 7-day-per-week operation, if needed.

L. Alert Notification Procedures

If the situation allows for warning, staff may be alerted prior to activation of the COOP. In all situations allowing for an advanced alert, procedures should be in place and trained upon for effective notification to the Office of the County Administrator key staff members and appropriate officials.

The COOP Teams should be prepared for rapid deployment upon activation via special prearranged notification procedures. These instructions will denote explicit actions to be taken, including the location of the assembly site and/or the designated alternate facility location.

The County Administrator will direct the activation of the COOP. Upon activation of or notification to activate the Office of the County Administrator COOP, telephone, email, and other methods of communication designated by the Office of the County Administrator may be used to notify its key staff and personnel.

*** *Annex F provides complete details for Alert Notification procedures for the Office of the County Administrator.*

III. PROCEDURES

A. Personnel Coordination

Procedures should be in place to address any personnel issues that may arise among those individuals who will be responsible for implementing the COOP, as well as, those who do not have specific COOP roles; but may be called upon during COOP activation. Listed below are personnel resources and capabilities in place at the Office of the County Administrator to ensure that emergency and non-emergency personnel are prepared when disasters strike, either with or without warning:

- Communications Plan for emergency and non-emergency personnel
- Health, safety, and emotional well-being of all employees and their families
- Pay status and administrative leave issues
- Medical, special needs, and travel issues

Issues will be managed by the County Administrator and based on the Policies and Procedures of the Board of County Commissioners.

B. Vital Records and Resources

Vital records and resources identified as critical to supporting mission-essential functions have been identified within the COOP and will be maintained, updated, and stored in secure offsite

locations. In addition, procedures will be developed to ensure that records are maintained and updated regularly. Procedures will also identify how these vital records and resources will be made available to personnel for use in completing mission-essential functions. Identified below are different categories of vital records and resources.

Vital records essential to the continued operation or reconstitution of the Office of the County Administrator during and after a continuity disruption may include:

- Emergency plans and directives
- Orders of succession (Annex D)
- Delegations of authority (Annex E)
- Staff roster (Annex O)
- Staffing assignments
- Records of a policy or procedural nature that provide staff with guidance and information or resources necessary for conducting operations during any emergency and for resuming formal operations at its conclusion.

Vital records critical to carrying out the Office of the County Administrator legal and/or financial mission-essential functions and activities may include:

- Accounts receivables / Accounts payable documentation
- Contracting and acquisition files
- Personnel files / Human Resource Records
- Payroll documentation / Social Security documentation
- Retirement records
- Insurance records
- Property management and inventory records

**** Annex G provides additional information on vital records and provides identification, location, and backup capabilities of vital records necessary for performing mission-essential functions.*

C. Pre-Positioned Resources

It is strongly encouraged that essential items, such as office supplies, equipment, data, vital records, and other critical resources be pre-positioned at the alternate facility or other off-site location to facilitate relocation during COOP events. The pre-positioned resources should be carefully inventoried and regularly maintained by the Alternate Facility Manager or his/her designee to ensure that there is a clear understanding of what resources are identified as pre-positioned at the alternate facility and what additional resources need to be acquired during COOP events.

D. Drive-Away Kits

The County Administrator is responsible for providing guidance to staff on the necessity of Drive-Away Kits and the contents of these kits if needed. Drive-Away Kits may contain items such as software, databases, forms, publications, and other necessary resources that can be stored in a manageable manner. Checklists need to be developed for the various Drive-Away Kits developed for the Office of the County Administrator to help ensure the inclusion of all necessary contents.

It is strongly encouraged that essential items and data be prepositioned at the alternate facility or other off-site location instead of being carried within Drive-Away Kits, because COOP Team personnel and staff may be at home when the order to relocate is given. Access to the Drive-Away Kits may be difficult or impossible. Items to consider including in these kits:

- State/local regulations; statutes and administrative codes
- Emergency plans/procedures
- List of positions to be filled and procedures needed to continue mission-essential functions
- Laptop(s) with necessary forms/plans/procedures installed
- Office supplies to support operations for the initial period of relocation.

In addition to "official" items carried in the Drive-Away Kits, each staff member relocating to the alternate facility should consider bringing appropriate personal items and changes of clothing for situations of relocation of great distances. In addition, staff should relocate with their Office of the County Administrator identification badge for entry into the alternate facility.

**** Annex H provides additional information on specific Drive-Away Kits that have been developed for Office of the County Administrator and their contents.*

E. Telecommunications and Information Systems Support

Interoperable communications or the ability for the Office of the County Administrator staff to communicate with individuals internal and external to the organization is critical during COOP events. Internal and external communications that will be used within the Office of the County Administrator and its alternate facilities to communicate with officials, emergency response organizations, the media, and/or the public are identified in detail in Annex I.

Access to critical information systems that are used to accomplish mission-essential functions during normal operations from the primary facility should also be arranged for accessibility at the alternate facility. In order for these systems to be accessible, connectivity must be in place at the alternate facility and system servers should be backed up on a daily basis at more than one location. For the Office of the County Administrator, the Taylor County Technology Information Systems department maintains the information systems and ensures that the systems are backed up on a daily basis. In addition, the Taylor County Technology Information Systems department ensures that connectivity exists at the alternate facility. The Taylor County Technology Information Systems department will also provide systems technical support during COOP activations.

The telecommunications and information systems capabilities at the Office of the County Administrator alternate facility are sufficient for the performance of mission-essential functions under the COOP.

The following is a checklist that may be used for planning telecommunications and information systems requirements:

- Plans should address all three types of communication (internal, external, and mobile).
- Plans should include the development of telephone trees.
- Plans should consider use of a hotline numbers.
- Plans should consider radio communications using available staff with radios.
- Plans should recognize different needs ranging from a one-hour emergency to an extended emergency.
- Plans should consider the use of a communication center to serve as a hub for communication needs of all local users.
- Plans should strategize for situations in which all communications systems are unavailable.

At a minimum, all COOP Team Members should have cell phones and/or pagers.

*** *Annex I provides additional information on telecommunications and information systems.*

F. Transportation, Lodging, and Food

During COOP activations, staff members will likely prefer to use their individual vehicles for transportation to the alternate facility; however, if they are not able to do so, departmental vehicles may be used to transport employees from the primary facility to the alternate facility.

During a declared emergency, staff may be staged overnight in designated County buildings as needed.

The Office of the County Administrator and subsequent departments generally do not provide meals due to Taylor County being a fiscally constrained County. However, the Taylor County Sheriff's Office Division of Emergency Management does assist with meals for employees engaged in emergency response when donations are available.

G. Security and Access Controls

The County Administrator will ensure that all four types of security are addressed and in place at the alternate facility: operational, information systems/cyber, physical, and access controls. Due to the sensitive information contained in the COOP, the County Administrator will also ensure that distribution of the COOP is limited and that an account of those who have access to the plan is maintained.

The County Administrator will ensure the following:

- Plans and procedures shall establish a goal of duplicating the level of security established at the vacated primary facility to the alternate facility.
- Alternate technologies, including video technology, may be considered for security.
- Augmentation of security will be addressed, based on the emergency or threat, to include considerations for using local law enforcement, private vendors, or other resources.

**** Annex J identifies security measures currently in place for Office of the County Administrator and provides guidelines for arrangements of security measures at alternate facilities.*

H. Personal and Family Preparedness

All staff, including those individuals actively involved in COOP events or not officially assigned a role during COOP activations should be prepared for and aware of COOP activation procedures. To assure that all employees are prepared for COOP events, training should be a part of the Office of the County Administrator orientation for new staff and should be regularly conducted (at least annually) for all existing staff. The training should focus on preparing employees for situations in which they will not be able to work from their primary facility. The training should advise staff on how to be personally prepared by developing "personal go-kits" as well as emphasize the need for Family Disaster Planning to ensure families are prepared for all types of emergencies, including COOP activations.

**** Annex K provides a Family Disaster Plan developed by the Federal Emergency Management Agency (FEMA) that can be used as a guideline for families to prepare for COOP events. It is suggested that these Family Disaster Plan guidelines be distributed to all Office of the County Administrator staff and it's subsequent departments on an annual basis.*

I. Site Support Procedures

Site support responsibilities are those tasks that must be conducted to ensure the readiness of the alternate facility and the continued functional operation of the facility during the entire duration of COOP activation. These responsibilities include ensuring that an alternate Facility Manager is appointed and that procedures are in place and are followed to ensure a smooth transition to alternate facility operations. These responsibilities also include a planned transition back to normal operations once the emergency situation has passed.

IV. ACTIVATION - PHASE I

The following procedures are suggested as guidelines to follow for COOP activations. They may be adopted or modified as needed to fit with internal requirements. In general, the following procedures are to be followed in the execution of the COOP. The extent to which this will be possible will depend on the event, the amount of warning received, whether personnel are on duty or off-duty, and the extent of damage to the impacted facilities and their occupants. This COOP is designed to provide a flexible response to multiple events occurring within a broad spectrum of prevailing conditions. The degree to which this COOP is implemented depends on the type and magnitude of the events or threats.

A. Alert and Notification Procedures

The Office of the County Administrator notification process related to COOP activation should allow for a smooth transition of the COOP Teams to an alternate facility in order to continue the execution of mission-essential functions across a wide range of potential events. Notification may be in the form of one of the following:

- A COOP alert to the COOP Team members that relocation is anticipated or is imminent.
- An announcement of a COOP activation that 1) directs the COOP Team members to report immediately to an assembly site or a designated alternate facility, and 2) provides instructions regarding movement, reporting, and transportation details to an assembly site or a designated alternate facility.

- Instructions to COOP Team members to prepare for departure and relocation to a designated alternate facility and instructions to staff.

- Upon receipt of a COOP alert from the County Administrator or a designated successor, staff alert and notification procedures (see Annex F) are initiated.

B. Initial Actions

Based on the situation and circumstances of the event, the County Administrator will evaluate the capability and capacity levels required to support the current mission-essential functions of the impacted facility(ies) and, if selected, initiate actions for relocation to the appropriate alternate facility. These actions include measures to be taken in anticipation of COOP activation and actions to be taken upon COOP activation. Once COOP activation is initiated, procedures must be considered for both duty hours and non-duty hours.

In cases where COOP activation is anticipated, the County Administrator:

- Notifies the designated alternate Facility Manager to prepare for the relocation of the impacted facility and to prepare the appropriate alternate facility for operations.

- Issues a COOP alert to the COOP Team Chiefs that relocation is anticipated. COOP Team Chiefs instruct their team members and personnel to prepare for COOP activation.

- Notifies emergency officials, if appropriate, that relocation of the facility is anticipated.

In cases where COOP activation is ordered:

- The County Administrator coordinates the immediate deployment of the COOP Teams to an assembly site or the designated alternate facility.

- The County Administrator notifies the designated alternate Facility Manager to immediately initiate relocation efforts of the impacted facility and to prepare the appropriate alternate facility for operations.

- The County Administrator provides instructions and guidance on operations and the location of the alternate facility.

- The Alternate Facility Manager provides regular updates to the County Administrator regarding the status of alternate facility activation/readiness.

The following notification procedures are initiated:

- The County Administrator notifies emergency officials, if appropriate, that relocation of the facility has been ordered and is in progress.

- Designated COOP Team members report to an assembly site or deploy to the designated alternate facility to assume mission-essential functions.

- All staff members who have established Drive-Away Kits ensure that they are complete, with current documents and equipment, and commence movement of the resources.

- As delegated in Annex A, COOP Team members assemble the remaining documents and other assets as required for the performance of mission-essential functions and begin preparations for the movement of these resources.

- All personnel and sections of the impacted facility or facilities should implement normal security procedures for areas being vacated.

- Security and other designated personnel of the impacted facility should take appropriate measures to ensure security of the facilities and equipment or records remaining in the building.

C. Activation Procedures During Duty Hours

- The County Administrator notifies the COOP Team Chiefs of the event requiring activation of the Office of the County Administrator COOP.

- The County Administrator activates the COOP and notifies the appropriate alternate Facility Manager(s).

- Notification procedures identified in Annex F are conducted.

- The County Administrator directs members of the COOP Teams to begin movement to an assembly site or to the designated alternate facility immediately.

- The COOP Teams immediately deploy to an assembly site or a designated alternate facility to assume mission-essential functions.

- Personnel who do not have active COOP response roles may be instructed to go home or relocate to another specified location pending further guidance.

- Additional tasks identified above in Section IV-B that are not yet completed are completed in their entirety.

D. Activation Procedures During Non-Duty Hours

- The County Administrator is notified that an event requiring COOP activation is anticipated or underway.

- The County Administrator then notifies the COOP Team Chiefs of the event requiring activation of the Office of the County Administrator COOP.

- The County Administrator activates the COOP and notifies the appropriate alternate Facility Manager.

- Notification procedures identified in Annex F are conducted.

- The County Administrator directs members of the COOP Teams to begin immediate movement to an assembly site or to the designated alternate facility.

- The COOP Teams immediately deploy to an assembly site or a designated alternate facility to assume mission-essential functions.

- Personnel who do not have active COOP response roles are directed to remain at home pending further guidance.

- Additional tasks identified above in Section IV-B that are not yet completed are completed in their entirety.

E. Deployment and Departure Procedures

The County Administrator will determine full or partial deployment to the designated alternate facility of any mission-essential functions that are critical to operations at the time the Office of the County Administrator COOP activation is ordered. This determination will be based on the severity of the event and the level of threat. The following actions establish general administrative procedures to allow for travel and transportation to the alternate facility. Specific instructions will be provided at the time a deployment is ordered.

COOP Team members will immediately begin deployment, taking with them all office Drive-Away Kits, if applicable, and their personal go-kits. Team members will most likely use privately-owned vehicles for transportation to the designated facility. Specific instructions will be provided at the time of activation.

All other personnel not designated to serve on COOP Teams at the impacted facility at the time of an emergency notification will be directed to proceed to their homes to await further instructions. At the time of notification, any available information will be provided regarding routes that should be used to depart the facility or other appropriate safety precautions. During non-duty hours, these personnel will remain at their homes pending further guidance.

F. Transition to Alternate Operations

Following the activation of the COOP and establishment of communications links with the County Administrator and COOP Teams at an assembly site or the designated alternate facility, the County Administrator will order the cessation of operations at the primary facility.

The County Administrator will then notify emergency officials, as appropriate, that an emergency relocation of the Office of the County Administrator facility is complete. The County Administrator will then provide information on the alternate facility location, including contact numbers.

As appropriate, government officials, media, outside customers, vendors, and other service providers are notified by the Office of the County Administrator Public Information Officer or other designated person(s) that the Office of the County Administrator primary facility has been temporarily relocated.

G. Site Support Responsibilities

Following notification that a relocation of the Office of the County Administrator facility has been ordered or is in progress, the appropriate alternate Facility Manager will implement the COOP Site support procedures and prepare to receive the COOP Teams within 12 hours.

V. ALTERNATE OPERATIONS - PHASE II

A. Execution of Mission-Essential Functions

Upon activation, the COOP Teams will begin providing support for the following functions:

- Ensure that mission-essential functions (see Annex C) are reestablished as soon as possible.

- Monitor and assess the situation that required the relocation.
- Monitor the status of personnel and resources.
- Establish and maintain contact with emergency officials, as appropriate, or other designated personnel.
- Plan and prepare for the restoration of operations at the impacted facility or other long-term facility.

B. Establishment of Communications

The ability to communicate with internal and external resources during COOP events will be vital to the operations of the Office of the County Administrator. Internal and external resources could include Office of the County Administrator staff, Taylor County Sheriff's Office Department of Emergency Management, partner organizations, emergency responders, vendors, the media, and/or the public.

The County Administrator, in coordination with the Taylor County Technology Information Systems department will ensure all necessary and preplanned communications and information systems are established, adequate, and functioning properly. The Taylor County Technology Information Systems department will service and correct any faulty or inadequate communications systems. The Taylor County Technology Information Systems department will ensure connectivity of information systems and will service any faulty or inadequate information systems.

**** Annex I provides additional information on communications capabilities of the Office of the County Administrator.*

C. COOP Team Responsibilities

A critical planning component within the Office of the County Administrator COOP is the development of COOP Teams and team member responsibilities. The COOP Teams can consist of internal staff to the Office of the County Administrator, as well as external staff, vendors, and/or other organizations that may assist during COOP events. For each COOP Team, team members are appointed and given specific instructions regarding their roles on the team. It's important that COOP Teams are developed prior to a COOP event so COOP Team members have awareness of their roles on these teams and can be trained on their responsibilities in preparation of potential COOP events.

The following is a list of COOP Teams and their team descriptions for the Office of the County Administrator COOP:

Relocation Team - In preparation of potential continuity events, Relocation Team members are responsible for attending continuity meetings as scheduled, keeping the Relocation Team Chief apprised of continuity matters, reviewing and updating organization's essential functions annually, developing notification cascades for key staff and/or division personnel, participating in continuity training and exercises, and developing a plan and methodology for off-site storage of data to include vital records and databases.

During a continuity event, members of the Relocation Team are responsible for relocating to the designated Alternate Facility in a timely manner and re-establishing and recovering the operations of the organization's essential functions as identified in Annex C.

Executive Team - The Executive Team consists of the highest ranking officials and key decision makers within an organization. This team is designed to create an overarching decision

and policy making group which plans, assesses, and coordinates the response to events that disrupt continuity of an organization's operations. Members selected to serve on the Executive Team should have the capacity to represent their respective area of expertise and make sound recommendations which serve in the best interest of the organization and its overall operations. At a minimum, the Executive Team should be comprised of key representatives from the following types of positions and organizations: Executive Management, Safety/Security, Facilities Management, Finance, Human Resources, and Information Technology. It is highly recommended that Executive Team members review and have a clear understanding of the vital elements contained within the various continuity plans for their organization. It is also recommended that the Executive Team conduct planning meetings every six months to discuss and update the Continuity Plan.

Support Team - In preparation of potential continuity events, Support Team members are responsible for attending continuity meetings as scheduled, keeping the Support Team Chief apprised of continuity matters, developing notification cascades for all Support Team members, and participating in continuity trainings and exercises.

During a continuity event, members of the Support Team are responsible for reporting in to their Support Team Chief, reporting to their designated locations to await further instructions (In many cases, this may be their home residence), and providing support to the Relocation Team as requested.

Pandemic Team - In preparation of pandemic events, Pandemic Team members are responsible for attending team meetings and updating the Pandemic Annex on an annual basis. At a minimum, the team should review and address any pandemic related elements that might affect their organization during an event. Elements to consider might include: reviewing human resource policies and sick leave policies, establishing a method of communication with key staff and personnel, coordinating with local/state pandemic planning efforts, educating and training personnel on the effects of pandemics and their personal safety. The Pandemic Team's ultimate responsibility is to improve the organization's ability to prepare, respond, and sustain the long-term effects of a pandemic event.

Planning Team - In preparation of potential continuity events, Planning Team members are responsible for scheduling and conducting continuity meetings (minimum of one meeting per year), establishing a framework for the organization's continuity plan design and strategy, reviewing the accuracy of the personnel information contained within the plan, developing an ongoing process for reviewing and updating the plan, and scheduling and participating in continuity trainings and exercises.

*** *Annex A provides a complete list of COOP Teams, team descriptions, team members, contact information, and team member roles.*

D. Augmentation of Staff

- If it becomes evident that the COOP Teams cannot adequately ensure the continuation of mission-essential functions, the County Administrator will determine the additional positions necessary to maintain these functions.
- The County Administrator will identify additional staff, as available, who may be able to provide support.
- The County Administrator will then ensure that the identified positions are staffed with individuals who have the requisite skills to perform the tasks.

- The County Administrator will consider implementing agreements with outside resource support including Memoranda of Understanding/Mutual Aid Agreements with other organizations and contractual agreements with private vendors.

E. Development of Devolution Plans

Devolution is the capability to transfer statutory authority and responsibility for mission-essential functions from an organization's primary operating staff and facilities to another organization's employees and facilities. Devolution planning supports overall COOP planning and addresses catastrophic or other disasters that render an organization's leadership and staff unavailable or incapable of performing its mission-essential functions from either its primary or alternate facilities.

If devolution is necessary, prioritized mission-essential functions are transferred to a pre-identified devolution organization. Direction and control of mission-essential functions is transferred to the devolution organization site and/or identified personnel.

Devolution planning involves several special issues:

- Personnel at the devolution site must be trained to perform the mission-essential functions to the same level of proficiency as the Office of the County Administrator personnel.
- Vital records, documents, and databases must be up to date and available at the devolution site.
- Communications and information management systems must be able to be transferred or accessible at devolution site.
- Delegations of authority planning must include senior personnel at the devolution site.

Should sufficient staff be unavailable to conduct the mission-essential functions of the Office of the County Administrator, all of the affected operations will initiate the activation of pre-arranged devolution agreements. Devolution will be triggered when available staff determines that there are insufficient resources to maintain and carry out the Office of the County Administrator's prioritized mission-essential functions. At that point, the County Administrator or designated staff for the Office of the County Administrator will institute devolution through the issuance of the Devolution Activation Memo, provided in Annex L. Designated Office of the County Administrator staff will notify the devolution organization(s) that devolution is being initiated.

The following are pre-identified devolution organization(s) for the Office of the County Administrator :

Board of County Commissioners
Taylor County Clerk of Courts

*** *Annex C provides mission-essential functions identified for Office of the County Administrator. Annex E provides COOP Delegations of Authority. Annex L provides the pre-established Devolution Activation memo and specific guidelines for initiation of devolution of mission-essential functions.*

F. Development of Plans for Reconstitution and Termination

The County Administrator or designee will develop Reconstitution and Termination Plans that

will direct an orderly transition of all mission-essential functions,

personnel, equipment, and records from the devolution organization to a new or restored facility. Plans and Schedules will include:

- Whether the original primary facility is re-inhabitable. If not, the plans will include recommendations of primary facility options.
- Construction needs for the primary facility re-occupancy, including remediation of safety issues.
- Estimated costs associated with construction and occupancy. Plans to include options for funding.
- Notification plans for COOP Teams and staff.
- Timeframe for construction completion and move-in.

The County Administrator will review and formally approve all plans and schedules. Upon approval, the County Administrator will issue a COOP Termination memo to the devolution organization(s) identifying the point of formal COOP Termination. The COOP Teams, as assigned, will oversee the Reconstitution and Termination process.

VI. RECONSTITUTION AND TERMINATION - PHASE III

As soon as possible (within 24 hours) following a COOP relocation, the COOP Teams will initiate operations to salvage, restore, and recover the impacted facility, pending approval from any applicable local, state, and/or federal law enforcement organizations or emergency service authorities.

Reconstitution procedures will commence when the County Administrator determines that the emergency situation has ended and is unlikely to reoccur. Once this determination has been made, one or a combination of the following options may be implemented, depending on the situation:

- Continue to perform mission-essential functions at the alternate facility for up to 30 days.
- Begin an orderly return to the impacted facility and reconstitute full normal operations.
- Begin to establish reconstitution of normal operations at a different primary facility location.

A. Procedures

Upon a decision by the County Administrator that the impacted facility can be reoccupied, or that a different location will be established as a new facility to resume normal operations, the following procedures will be followed:

- The County Administrator or designee will create and submit resumption plans for review and approval.
- Upon approval, the COOP Teams will initiate and oversee the orderly transition of all mission-essential functions, personnel, equipment, and records from the alternate facility to a new or restored facility.

- Non-assigned COOP Team personnel will be notified using the Alert Notification Procedures provided in Annex F that normal operations of the Office of the County Administrator are resuming and that they should report back to work.

B. After-Action Review and Remedial Action Plan

An After-Action Review information collection process will be initiated by each COOP Team prior to the cessation of operations at the alternate facility. The information to be collected will, at a minimum, include information from personnel working during the COOP activation and a review of lessons learned to include processes that were effective and less than effective. The After-Action Review should provide recommended actions to improve areas identified as deficient or requiring improvement.

The information should be incorporated into a COOP Remedial Action Plan. Recommendations for changes to the Office of the County Administrator COOP and any accompanying documents will be developed and brought forth to the County Administrator and COOP Teams for review. The County Administrator and designated COOP planners for the Office of the County Administrator will review and implement changes to the COOP as required.

ANNEX A
COOP TEAMS AND RESPONSIBILITIES

The Executive Team consists of the highest ranking officials and key decision makers within an organization. This team is designed to create an overarching decision and policy making group which plans, assesses, and coordinates the response to events that disrupt continuity of an organization's operations. Members selected to serve on the Executive Team should have the capacity to represent their respective area of expertise and make sound recommendations which serve in the best interest of the organization and its overall operations. At a minimum, the Executive Team should be comprised of key representatives from the following types of positions and organizations: Executive Management, Safety/Security, Facilities Management, Finance, Human Resources, and Information Technology. It is highly recommended that Executive Team members review and have a clear understanding of the vital elements contained within the various continuity plans for their organization. It is also recommended that the Executive Team conduct planning meetings every six months to discuss and update the Continuity Plan.

Executive Team Members - Taylor County

Team Member	Team Responsibility/Role
LaWanda Pemberton - County Administrator Office of the County Work: 850-838-3500 x 6 Cell: 850-843-5381 Work Email: lpemberton@taylorcountygov.com	(Executive) Provide a letter of executive management support for the planning effort. Allocate departmental resources for training, plan development, and exercising. Approve the final Business Continuity Plan / Continuity of Business plan.
Marsha Durden - Assistant County Administrator Office of the County Administrator Work: 850-838-3500 x 7 Cell: 850-843-1015 Work Email: mdurden@taylorcountygov.com	(Project Manager) Will identify all team members and schedule all planning efforts. Manage the collection of data for the Business Continuity Plan (BCP) / Continuity of Business Plan (COB) (Executive) Provide a letter of executive management support for the planning effort. Allocate departmental resources for training, plan development, and exercising. Approve the final Business Continuity Plan / Continuity of Business plan.
Danny Oquinn – Special Projects Manager Special Projects Work: 850-838-3564 Cell: 850-672-1550 Work Email: danny.oquinn@taylorcountygov.com	(Project Manager) Will identify all team members and schedule all planning efforts. Manage the collection of data for the Business Continuity Plan (BCP) / Continuity of Business Plan (COB).
Traci Rowell – Personnel Manager Human Resources Work: 850-838-3500 x 113 Work Email: trowell@taylorcountygov.com	(HR) Serves as the primary point of contact for all HR issues including personnel contact information, HR policies and procedures, and staff training. Will provide current contact information for all key staff involved in the project. Coordinate all HR policies related to continuity planning and pandemic situations. Assist with all staffing issues caused by a pandemic or other disruption.
Bobby Johnson - Building and Planning Director Building and Planning Work: 850-838-3500 x 1 Work Email: building.director@taylorcountygov.com	Facilities) Serves as the primary point of contact for all facility issues including security, maintenance, damages, and relocation alternatives. Will identify all building and facilities to be covered by the Business Continuity Plan. Provide information about security, access, and evacuation procedures. Assist all departments with alternate facilities options and priorities.

In preparation of pandemic events, Pandemic Team members are responsible for attending team meetings and updating the Pandemic Annex on an annual basis. At a minimum, the team should review and address any pandemic related elements that might affect their organization during an event. Elements to consider might include: reviewing human resource policies and sick leave policies, establishing a method of communication with key staff and personnel, coordinating with local/state pandemic planning efforts, educating and training personnel on the effects of pandemics and their personal safety. The Pandemic Team's ultimate responsibility is to improve the organization's ability to prepare, respond, and sustain the long-term effects of a pandemic event.

Pandemic Team Members - Taylor County

Team Member	Team Responsibility/Role
Conrad Bishop - Attorney Board of County Commissioners Work: 850-584-6113 Work Email: lawbishop@fairpoint.net	Ensure that the organization's leadership is aware of any existing laws, ordinances, and/or authorities of health officials.
LaWanda Pemberton – County Administrator Office of the County Administrator Work: 850-838-3500 x 6 Cell: 850-843-5381 Work Email: lpemberton@taylorcountygov.com	Ensure that the organization's leadership is aware of any existing laws, ordinances, and/or authorities of health officials. Review the organization's internal and external communications plans to ensure that it is prepared to successfully communicate with leadership, personnel, and the general public under pandemic circumstances. Communicate regularly with employees regarding current status and expectations. Communicate regularly with any operational partners that factor into the organization's essential operations for the distribution of event information and current status. Develop multiple channels and methods for disseminating information. Develop a Public Information Officer (PIO) capability for disseminating information to the public in an official manner. Communicate with health and emergency officials regarding any incidents or developments related to pandemics. Review the organization's policies and guidance regarding Injury/Illness as it might pertain to pandemics. Review Sick leave policies and train staff regarding appropriate sections and changes. Review organization's insurance policies, including health, disability, salary continuance, business travel, and life insurance. Review current travel policies and consider modifications related to pandemic issues. Develop a policy for vaccines and antivirals for staff including priorities and distribution methods. Develop crisis support or employee assistance programs. Develop plans for alternate work schedules where applicable. Develop policies for social distancing. Determine the effects of union contracts on emergency Human Resource policy development. Assure staff that their health, safety, and well-being are a top priority during a pandemic. Develop an employee education and safety program and ensure that training is available to all appropriate staff. Instruct staff about Human Resource policies related to the pandemic or similar illnesses. Instruct staff about proper health and hygiene habits for minimize transmission including covering coughs, washing hands, and using hand sanitizer. Encourage staff to prepare at home with plans and emergency items including a two-week supply of food. Oversee heightened cleaning efforts in offices and common areas, such as frequently wiping doorknobs, railings, telephones, restrooms. Place hand sanitizer in communal locations for staff and visitors to use. Develop emergency kits of equipment and supplies for preventing the transmission of the disease including cleaning supplies, respirators, masks, and disposable gloves, etc. Use damp rather than dry dusting to avoid spreading dust particles. Move restroom wastebaskets next to restroom doors so that employees can use towels to open the doors.

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Team Member	Team Responsibility/Role
	Identify technologies required for performing essential functions and review the associated disaster recovery plans. Identify the supporting agency for each system (in-house, city/county, third party, etc.) and contact them to discuss continuity planning efforts. Review IT staffing levels and develop clear succession lines for key technical skills. Research options for telecommuting for key staff including hardware, software and security requirements. Research options for videoconferencing and teleconferencing. Research options for the increased use of Internet and telephone communications. Establish contact with local public health officials for coordination with local pandemic planning efforts. Ensure that the organization is aware of and possibly involved in current local preparedness and planning efforts. Ensure that the organization is kept informed of current local conditions and response efforts concerning a pandemic event. Develop mutual aid programs with neighboring organizations at the city, county, state, and/or private sector level.
Traci Rowell – Personnel Manager Human Resources Work: 850-838-3500 x 113 Work Email: trowell@taylorcountygov.com	related to pandemics. Review the organization's policies and guidance regarding Injury/Illness as it might pertain to pandemics. Review Sick leave policies and train staff regarding appropriate sections and changes. Review organization's insurance policies, including health, disability, salary continuance, business travel, and life insurance. Review current travel policies and consider modifications related to pandemic issues. Develop a policy for vaccines and antivirals for staff including priorities and distribution methods. Develop crisis support or employee assistance programs. Develop plans for alternate work schedules where applicable. Develop policies for social distancing. Determine the effects of union contracts on emergency Human Resource policy development. Assure staff that their health, safety, and well-being are a top priority during a pandemic. Develop an employee education and safety program and ensure that training is available to all appropriate staff. Instruct staff about Human Resource policies related to the pandemic or similar illnesses. Instruct staff about proper health and hygiene habits for minimize transmission including covering coughs, washing hands, and using hand sanitizer. Encourage staff to prepare at home with plans and emergency items including a two-week supply of food.
Tonya Hobby - DOH Director Health Department Work: 850-888-6075 Cell: 850-528-6537 Work Email: tonya.hobby@flhealth.gov	Establish contact with local public health officials for coordination with local pandemic planning efforts. Ensure that the organization is aware of and possibly involved in current local preparedness and planning efforts. Ensure that the organization is kept informed of current local conditions and response efforts concerning a pandemic event. Develop mutual aid programs with neighboring organizations at the city, county, state, and/or private sector level. Ensure that the organization's leadership is aware of any existing laws, ordinances, and/or authorities of health officials. Assure staff that their health, safety, and well-being are a top priority during a pandemic. Develop an employee education and safety program and ensure that training is available to all appropriate staff. Instruct staff about Human Resource policies related to the pandemic or similar illnesses. Instruct staff about proper health and hygiene habits for minimize transmission including covering coughs, washing hands, and using hand sanitizer. Encourage staff to prepare at home with plans and emergency items including a two-week supply of food. Identify technologies required for performing essential functions and review the associated disaster recovery plans. Identify the supporting agency for each system (in-house, city/county, third party, etc.) and contact them to discuss continuity planning efforts. Review IT staffing

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Team Member	Team Responsibility/Role
	levels and develop clear succession lines for key technical skills. software and security requirements. Research options for videoconferencing and teleconferencing. Research options for the increased use of Internet and telephone communications. Oversee heightened cleaning efforts in offices and common areas, such as frequently wiping doorknobs, railings, telephones, restrooms. Place hand sanitizer in communal locations for staff and visitors to use. Develop emergency kits of equipment and supplies for preventing the transmission of the disease including cleaning supplies, respirators, masks, and disposable gloves, etc. Use damp rather than dry dusting to avoid spreading dust particles. Move restroom wastebaskets next to restroom doors so that employees can use towels to open the doors.

In preparation of potential continuity events, Relocation Team members are responsible for attending continuity meetings as scheduled, keeping the Relocation Team Chief apprised of continuity matters, reviewing and updating organization's essential functions annually, developing notification cascades for key staff and/or division personnel, participating in continuity training and exercises, and developing a plan and methodology for off-site storage of data to include vital records and databases.

During a continuity event, members of the Relocation Team are responsible for relocating to the designated Alternate Facility in a timely manner and re-establishing and recovering the operations of the organization's essential functions as identified in Annex C.

Relocation Team Members - Office of the County Administrator

Team Member	Team Responsibility/Role
LaWanda Pemberton - County Administrator Office of the County Administrator Work: 850-838-3500 x 6 Cell: 850-843-5381 Work Email: lpemberton@taylorcountygov.com	Serves as the primary point of contact for Facility Management; duties could include assistance in selecting alternate facilities and coordinating relocation efforts of furniture, office equipment, and IT related requirements.
Bobby Johnson - Building and Planning Director Building and Planning Work: 850-838-3500 x 1 Work Email: building.director@taylorcountygov.com	Serves as the primary point of contact for Facility Management; duties could include assistance in selecting alternate facilities and coordinating relocation efforts of furniture, office equipment, and IT related requirements.

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In preparation of potential continuity events, Support Team members are responsible for attending continuity meetings as scheduled, keeping the Support Team Chief apprised of continuity matters, developing notification cascades for all Support Team members, and participating in continuity trainings and exercises.

During a continuity event, members of the Support Team are responsible for reporting in to their Support Team Chief, reporting to their designated locations to await further instructions (In many cases, this may be their home residence), and providing support to the Relocation Team as requested.

Support Team Members - Office of the County Administrator

Team Member	Team Responsibility/Role
LaWanda Pemberton - County Administrator Office of the County Administrator Work: 850-838-3500 x 6 Cell: 850-843-5381 Work Email: lpemberton@taylorcountygov.com	Responsible for managing the staffing levels and successful completion of essential functions at the alternate facility.
Marsha Durden - Assistant Administrator Office of the County Administrator Work: 850-838-3500 x 7 Cell: 850-843-1015 Work Email: mdurden@taylorcountygov.com	Responsible for managing the communication efforts to staff regarding current status of the situation.

In preparation of potential continuity events, Planning Team members are responsible for scheduling and conducting continuity meetings (minimum of one meeting per year), establishing a framework for the organization's continuity plan design and strategy, reviewing the accuracy of the personnel information contained within the plan, developing an ongoing process for reviewing and updating the plan, and scheduling and participating in continuity trainings and exercises.

Planning Team Members - Office of the County Administrator

Team Member	Team Responsibility/Role
Traci Rowell – Personnel Manager Human Resources Work: 850-838-3500 x 113 Work Email: trowell@taylorcountygov.com	Responsible for managing the communication efforts to staff regarding current status of the situation Serves as the Planning Team Chief and is the primary point of contact for all continuity planning issues. Responsible for identifying and managing team members, scheduling and conducting Planning Team meetings on a regular basis (recommended every 6 months). Responsible for developing sections of the draft version of the plan. Responsible for the official review and formal approval of the finalized plan. Responsible for the on-going maintenance of the plan over time.
LaWanda Pemberton - County Administrator Office of the County Administrator Work: 850-838-3500 x 6 Cell: 850-843-5381 Work Email: lpemberton@taylorcountygov.com	Responsible for the official review and formal approval of the finalized plan.
Marsha Durden - Assistant Administrator Office of the County Administrator Work: 850-838-3500 x 7 Cell: 850-843-1015 Work Email: mdurden@taylorcountygov.com	Responsible for identifying and managing team members, scheduling and conducting Planning Team meetings on a regular basis (recommended every 6 months)

ANNEX B
FACILITIES

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Name/Location	Resources Required at Alternate Facility
Taylor County Courthouse 108 N Jefferson St Perry, FL 32347	
Administrative Complex - *Primary Facility* 201 East Green Street Perry, FL 32347 USA Staff Relocating: - out of - Alternate Facility (2nd Choice) Taylor County Emergency Operations Center (EOC) 591 East US Highway 27 Perry, FL 32347 *Facility Manager* Danny Glover w: 850-838-3575	Transported 2 - Laptops - *Computer Hardware* 2 - Radios - *Communications* Pre-Positioned 2 - Office phones - *Communications*
Alternate Facility (3rd Choice) Taylor County Airport Terminal 511 Industrial Park Dr. Perry, FL 32347 Facility Manager Ward Ketring C: 850-672-0008	

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* Identify resources needed to continue the operation of mission-essential functions that have been pre-positioned at the alternate facility and those that will need to be transported to the facility. Examples of resources include office equipment/supplies, computers, chairs, tables, telephones, printers, and copiers.

Alternate Facility Operations

The alternate facility should have pre-positioned resources to sustain operations for three days without resource support. The alternate facility will require installation of:

- Telephones
- Computers/LAN
- Fax machines
- Copiers
- Furniture

Setup of the alternate facility may require vendor and resource support to provide the labor and equipment to outfit the facility.

Memorandum of Understanding (MOU) Considerations

The County Administrator will establish MOU(s) or pre-arranged contracts with Facility Managers and other organizations to provide basic support to the Office of the County Administrator during COOP events, including exercises, if needed.

Joint Facility Support Requirements

The County Administrator or designee will be responsible for developing a coordinated support plan with the Facility Manager of the primary alternate facility. At a minimum, the plan will address the following items:

- Receiving, supporting, and relocating personnel at the alternate facility;
- Repositioning supplies and equipment at the alternate facility;
- Adequate logistical support;
- Adequate infrastructure;
- Adequate services;
- Capability of the facility to accept the COOP Teams and operations; and
- Capability of the facility to sustain COOP operations for a minimum of 30 days.

The details of the coordinated support plan will be incorporated as part of this annex.

Review and Update

The County Administrator will conduct an annual review of space allocations at the alternate facility to ensure the adequacy of assigned space and other resources.

Alternate Facility Selection Process

The alternate facilities should be fixed facilities identified from existing city, state, or county facilities, or from leased facilities. The alternate facilities must be capable of supporting emergency operations in a safe environment, as determined by the geographical location of the facility, an assessment of the local threat, and the collective protection characteristics of the facility. The facility requirements, selection, and occupancy planning should be based on a worst-case scenario.

A list cataloging each facility and its capability and capacity will be used to assist in the selection process. The County Administrator is responsible for maintaining the facility list and ensuring the accuracy of the data. The facilities should be located in areas where the ability to initiate, maintain, and terminate operations will not be disrupted. The following considerations will be used in the selection of the alternate facilities:

- The ability to be operational not later than 12 hours after deployment and to sustain operations for up to 30 days.
- Number of personnel per shift required for accomplishing these functions for 30 days or until the emergency ends.
- Minimum amount of space needed to accomplish Office of the County Administrator functions under emergency conditions.
- Space Allocation Considerations - The following are Primary Facilities for Office of the County Administrator and their associated staff levels:

  Administrative Complex

- As a guideline, Alternate facility locations should allow an average of 100 Square Feet of space per persons relocated. (Number of relocated people X 100 s.f. = total s.f. recommended at Alternate Facility).
- The distance from the threat area to any other facilities/locations (e.g., hazardous materials/nuclear power plants, areas subject to natural disasters or civil unrest).
- Facility construction must be such that it is uniquely resistant to natural disaster risk factors (e.g., tornadoes, hurricanes, floods).
- Access to essential resources such as food, water, fuel, medical facilities, lodging, and municipal services (e.g., fire, police).
- The availability of transportation and parking.
- Power requirements to support the Alternate Facility.
- Interoperable communications in sufficient quantity, mode, and media to effectively interface with critical customers, and organizations.
- Availability of existing equipment and furniture in the facility that can be used by Office of the County Administrator staff and COOP Teams.

Alternate Facility Acquisition

It is suggested that a MOU should be established with the owner and/or Facility Manager of each potential alternate facility. Each MOU should include:

- Time period from notification of requirement to availability of facility for occupancy.
- Space and services to be provided.
- Provision for sole use of allocated space during the period of occupancy.

Alternate Facility Reevaluation

Any Alternate Facility identified and rated by the Office of the County Administrator will be reevaluated annually for suitability and functionality. The annual review of the Office of the County Administrator COOP will include a review of the Alternate Facilities to ensure that the facilities still meet the current needs. Recommendations will become part of the remedial action process and any shortfalls in the equipment, maintenance, or improvement and modernization of the facilities will be incorporated into COOP revisions.

Provided below is additional information that can be used to determine alternate relocation capabilities during the planning phase:

- **HOT SITE** - A hot site is a building already equipped with processing capability and other services. Operational standby facilities require a subscription contract and charge various fees. Normally, a three-or five-year contract is negotiated and includes specific hardware configurations with detailed communications requirements, which must be updated when changes occur.
- **COLD SITE** - A cold site is a building for housing processors that can be easily adapted for use. Vendor contracts should be in place to make the facility operational in a short period of time.
- **REDUNDANT SITE** - A redundant site is a site equipped and configured exactly like the primary site.
- **RECIPROCAL AGREEMENT** - A reciprocal agreement is a formal agreement that allows for two organizations to back-up each other. The agreement is usually with an external organization. Although low development and maintenance cost are the principal advantage to this alternative, consideration must be given to establishing an agreement with an organization that will not be affected by the same disaster.
- **HYBRIDS**- Any combination of the above, such as having a hot site as a back-up in case a redundant or reciprocal agreement site is damaged by the same or a separate event.

ANNEX C
MISSION-ESSENTIAL FUNCTIONS

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Mission-Essential Functions

Mission-Essential functions for the Office of the County Administrator have been identified and prioritized below. In addition to identifying each mission-essential function, the Office of the County Administrator has associated the personnel resources and vital record resources required to carry out each specific function. The performance of the highest priority mission-essential functions will need to be resumed as quickly as possible.

Essential Business Functions for Office of the County Administrator

1. Functions to be performed, given a *One Day* disruption. (Highest priority to lowest):

    - Review and approve requests for emergency budget transfers and purchase orders. Determine the health and welfare of county employees and facilities. Coordinate with Board on the status of county departments. Respond to resident inquiries and requests.

    - Monitor existing projects to determine if affected by event. Coordinate status of on-gong projects with County Administrator.

2. Functions to be performed, given a *One Day - One Week* disruption. (Highest priority to lowest):

    - Continuation of functions listed under previous Tier(s) identified above

    - Review and approve leave request and timesheets. Prepare agenda for Emergency and Regular Board Meetings. Review department expenditures and expenses to ensure county policy and state law is followed. Facilitate meetings of the Board of County Commissioners. Monitor departments for administrative issues or complications.

    - Assist other departments as directed by the County Administrator. Coordinate arrangements to complete on-going projects.

3. Functions to be performed, given a *One Week - One Month* disruption. (Highest priority to lowest):

    - Continuation of functions listed under previous Tier(s) identified above

    - Review and maintain county contracts. Facilitate Advisory Committee Meetings.

    - Continue as directed by the Board of County Commissioners

TIER: 1: Functions to be performed, given a *One Day* disruption. (Highest priority to lowest)

FUNCTION: Review and approve requests for emergency budget transfers and purchase orders. Determine the health and welfare of county employees and facilities. Coordinate with Board on the status of county departments. Respond to resident inquiries and requests.

PRIORITY: # 1

PMEF: Yes

TIER: Functions to be performed, given a One Day disruption. (Highest priority to lowest)

DEPARTMENT: Office of the County Administrator

PERSONNEL: Pemberton, LaWanda - County Administrator; Weirich, Sarah - Purchasing Director; Durden, Marsha - Assistant Administrator; Bishop, Conrad - Attorney; Newman, Michael - Commissioner District 3; Feagle, Pam - Commissioner District 4; Moody, Jim - Commissioner District 2; English, Jamie - Commissioner District 1; Demps, Thomas - Commissioner District 5; County Administrator.

VITAL RECORDS: Finance Pro; Intranet access for Finance Pro, internet access, telephone.

FUNCTION: Monitor existing projects to determine if affected by event. Coordinate status of on-gong projects with County Administrator.

PRIORITY: # 2

PMEF: No

TIER: Functions to be performed, given a One Day disruption. (Highest priority to lowest)

DEPARTMENT: Office of the County Administrator

DIVISION: Special Projects

PERSONNEL: Pemberton, LaWanda - County Administrator; Oquinn, Danny - Project Manager; Durden, Marsha - Assistant County Administrator

TIER: 2: Functions to be performed, given a *One Day - One Week* disruption. (Highest priority to lowest)

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FUNCTION: Review and approve leave request and timesheets. Prepare agenda for Emergency and Regular Board Meetings. Review department expenditures and expenses to ensure county policy and state law is followed. Facilitate meetings of the Board of County Commissioners. Monitor departments for administrative issues or complications.

PRIORITY: # 1

PMEF: Yes

TIER: Functions to be performed, given a One Day - One Week disruption. (Highest priority to lowest)

DEPARTMENT: Office of the County Administrator

PERSONNEL: Pemberton, LaWanda - County Administrator; Durden, Marsha – Assistant County Administrator

FUNCTION: Assist other departments as directed by the County Administrator. Coordinate arrangements to complete on-going projects.

PRIORITY: # 2

PMEF: No

TIER: Functions to be performed, given a One Day - One Week disruption. (Highest priority to lowest)

DEPARTMENT: Office of the County Administrator

DIVISION: Special Projects

PERSONNEL: Pemberton, LaWanda - County Administrator; Oquinn, Danny - Project Manager; Durden, Marsha – Assistant County Administrator

TIER: 3: Functions to be performed, given a *One Week - One Month* disruption. (Highest priority to lowest)

FUNCTION: Review and maintain county contracts. Facilitate Advisory Committee Meetings.

PRIORITY: # 1

PMEF: Yes

TIER: Functions to be performed, given a One Week - One Month disruption. (Highest priority to lowest)

DEPARTMENT: Office of the County Administrator

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PERSONNEL: Pemberton, LaWanda - County Administrator; Durden, Marsha - Assistant Administrator

VITAL RECORDS: Contract files

FUNCTION: Continue as directed by the Board of County Commissioners

PRIORITY: # 2

PMEF: No

TIER: Functions to be performed, given a One Week - One Month disruption. (Highest priority to lowest)

DEPARTMENT: Office of the County Administrator

DIVISION: Special Projects

PERSONNEL: Pemberton, LaWanda - County Administrator; Oquinn, Danny - Project Manager; Bishop, Conrad - Attorney; Newman, Michael - Commissioner District 3; Feagle, Pam - Commissioner District 4; Moody, Jim - Commissioner District 2; English, Jamie - Commissioner District 1; Demps, Thomas - Commissioner District 5, Durden, Marsha – Assistant County Administrator.

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ANNEX D
ORDERS OF SUCCESSION

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Orders of Succession for Office of the County Administrator

The Office of the County Administrator has developed an Orders of Succession for all key positions held within the organization. Provided below is the title and name of each primary person currently holding each key position, followed by a list of designated successors. The successors are listed by title in order of precedence.

County Administrator - Order of Succession

Primary: County Administrator – LaWanda Pemberton - Office of the County Administrator

1. Assistant County Administrator – Marsha Durden - Office of the County Administrator
2. BOCC Chairperson – Jamie English – Board of County Commissioner
3. BOCC Vice Chairperson – Michael Newman – Board of County Commissioner

Relocation Team Chief - Order of Succession:

Primary: County Administrator – LaWanda Pemberton - Office of the County Administrator

1. Building and Planning Director – Bobby Johnson - Building and Planning
2. Assistant County Administrator – Marsha Durden – Office of the County Administrator
3. Personnel Manager – Traci Rowell – Human Resources

Support Team Chief - Order of Succession:

Primary: County Administrator – LaWanda Pemberton - Office of the County Administrator

1. Assistant Administrator – Marsha Durden - Office of the County Administrator

Primary Continuity Planner - Order of Succession:

Primary: County Administrator – LaWanda Pemberton - Office of the County Administrator

1. Assistant Administrator – Marsha Durden - Office of the County Administrator

Executive Team Chief - Order of Succession:

Primary: Commissioner District 1 – Jamie English - Board of County Commissioners

1. Commissioner District 3 – Michael Newman - Board of County Commissioners
2. County Administrator – LaWanda Pemberton - Office of the County Administrator
3. Assistant County Administrator – Marsha Durden - Office of the County Administrator

Pandemic Team Chief - Order of Succession:

Primary: County Administrator – LaWanda Pemberton - Office of the County Administrator

1. Assistant County Administrator – Marsha Durden - Office of the County Administrator
2. Personnel Manager – Traci Rowell – Human Resources

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ANNEX E
DELEGATIONS OF AUTHORITY

DRAFT

MEMORANDUM

TO:

FROM:

DATE:

SUBJECT: Delegation of Authority

ALL AUTHORITY HEREBY DELEGATED SHALL BE EXERCISED IN ACCORDANCE WITH APPLICABLE LAWS, RULES, BUDGET ALLOCATIONS AND ADMINISTRATIVE DIRECTIVES. THIS AUTHORITY CANNOT BE RE-DELEGATED.

To ensure continuity of operations for the Office of the County Administrator during continuity events, the following personnel are hereby delegated the authority to conduct the following assignments provided below.

Travel Authorization
LaWanda Pemberton / County Administrator
Marsha Durden / Assistant County Administrator

Leave Authorization
LaWanda Pemberton / County Administrator
Marsha Durden / Assistant County Administrator

Purchase Requisitions/Spending Authority
LaWanda Pemberton / County Administrator
Marsha Durden / Assistant County Administrator Sarah Weirich / Purchasing Agent
Jamie English/Chairperson

Authorized Signature:
Office of the County Administrator

ANNEX F
ALERT NOTIFICATION PROCEDURES

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Alert Notification Procedures

Taylor County Contact Email List
Taylor County Public Email List
NWS/COMLABS Weather Notification
IPAWS

Alert Procedures.
If the situation allows for warning, staff may be alerted prior to activation of the COOP Plan. In all situations allowing for an alert, procedures must include notification to the Taylor County Emergency Management key staff members, appropriate Emergency Management Officials, and appropriate Emergency Coordinating Officers (ECOs).

- Information and guidance for the Taylor County Employee Staff will normally be passed via telephone using an emergency notification telephone tree/cascade or similar system. Depending on the situation, current information may also be available via:
- Separate departmental hotlines, if approved and developed.
- Intranet web site, and/or electronic mail.
- Announcements to local radio and TV stations, if approved and developed.

Other means, if approved and developed.

- Taylor County Employees should remain at their office or home until specific guidance is received.
- The CRT should be prepared for rapid deployment upon activation via special prearranged notification procedures. These instructions will denote explicit actions to be taken, including the location of the assembly site and/or the designated alternate facility location.
- The County Administrator or designee will direct the activation of the COOP Plan.

Notification Procedures.
Upon activation of or notification to activate the Taylor County Employees COOP Plan, telephone, email, and other methods of communications designated by Taylor County can be used to notify its key staff and employees. The following are COOP notification procedures for the Taylor County:

- The County Administrator or designee will notify the CRT Chief to activate the COOP Plan.
- Upon notification to activate the Taylor County COOP Plan, the CRT Team Chief will perform the following duties:

Contact the key staff members identified in Annex O, informing them of the current situation and that the COOP Plan is being activated.
Notify the Facility Manager of the appropriate Alternate Facility of the activation of the Taylor County COOP Plan.
Notify the Appropriate Emergency Management Officials that an emergency activation or anticipated activation of the Taylor County COOP Plan is expected or in progress.
Report the progress of the notification process to the County Administrator or designee

Upon COOP activation, key staff members will contact their staffs – (CRT and non-CRT members) using the following procedures:
Attempt to call each person in his or her chain and relay the information and guidance provided by the CRT Chief.
Make a second attempt to contact those individuals who were not initially available. If this attempt is unsuccessful, they will leave a message, send a page, or use any other method of communications available to make contact.
Report status of cascade, including names of personnel not contacted, to the CRT Chief.

The Department Head will notify the COOP Relocation Team (CRT) Chief to activate the COOP Plan.

Upon notification to activate the COOP Plan, the CRT Team Chief will perform the following duties:
1. Contact the key staff members identified within this annex, informing them of the current situation and that the COOP Plan is being activated.
2. Notify the Alternate Facility Manager of the appropriate alternate facility regarding the activation of the COOP Plan.
3. As needed, notify the local and/or state Emergency Operations Center that an emergency activation or anticipated activation of the COOP Plan is expected or in progress.
4. Notify the appropriate Emergency Support Function Emergency Coordinating Officer that an emergency relocation of the primary facility is anticipated or is in progress.
5. Report the progress of the notification process to the Department Head.

Once the COOP is activated, the key staff members will contact their staffs (CRT and non-CRT members) using the following procedures:
1. Attempt to call each person in his or her chain-of-command and relay the information and guidance provided by the CRT Team Chief.
2. Make a second attempt to contact those individuals who were not initially available. If this attempt is unsuccessful, the key staff members will leave a message, send a page, or use any other method of communications available to make contact.
3. Report status of cascade, including names of personnel not contacted, to the CRT Team Chief.

KEY STAFF NOTIFICATION LIST

NAME / DEPARTMENT	PHONE NUMBERS	EMAIL ADDRESS
Conrad Bishop Board of County Commissioners	Work: 850-584-6113	lawbishop@fairpoint.net
Traci Rowell Human Resources	Work: 850-838-3500 x 113	trowell@taylorcountygov.com
Theresa A. Copeland Technology and Information Services Department	Work: 850-838-3500 x 108 Home: 850-843-3999 Cell Number: 850-843-0912	Theresa.copeland@taylorcountygov.com
Marsha Durden Office of the County Administrator	Work: 850-838-3500 x 107	mdurden@taylorcountygov.com
Bobby Johnson Building and Planning	Work: 850-838-3500 x 1	Building.director@taylorcountygov.com
LaWanda Pemberton Office of the County Administrator	Work: 850-838-3500 x 6 Cell Number: 850-843-5381	lpemberton@taylorcountygov.com
Danny Oquinn Special Projects	Work: 850-838-3564 Cell Number: 850-672-1550	Danny.oquinn@taylorcountygov.com
Wark Ketring Airport	Cell:850-672-0008	airport@taylorcountygov.com
Hank Evans Public Works	Work: 850-838-3528 Cell: 850-672-1264	Publicworks.director@taylorcountygov.com
JoAnn Morgan Library	Work: 850-838-3512 Cell: 850-843-6762	Library.prof@taylorcountygov.com
Dan Cassel Fire Rescue	Work: 850-838-3522 Cell: 850-294-1141	dcassel@taylorcountygov.com
Gary Wambolt Environmental Services	Work: 850-838-3533 Cell: 850-672-1213	Gary.wambolt@taylorcountygov.com
Kenneth Dudley Engineering	Work: 850-838-3500 x 4 Cell: 850-295-3191	County.engineer@taylorcountygov.com
Lori Wiggins County Extension	Work: 850-838-3508 Cell: 850-843-0878	lwiggins@ufl.edu

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ANNEX G
VITAL RECORDS

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Vital Records

The following checklist can be used when determining which vital records are critical to ensure continuation of mission-essential functions.

- Storage of duplicate records off-site.
- Back-up off-site of electronic records and databases.
- Pre-position vital records and databases at the alternate facility prior to deployment.
- The COOP should describe a maintenance program to assure the records are accurate, current, and frequently updated.
- Identifying vital records, systems, and data (hard copy and electronic) critical to performing functions.
- Assuring availability of emergency operating records.
- Ensuring back-up for legal and financial records.

Additional Recommendations

Ensure backup copies of vital records and databases, both paper and electronic, are maintained, updated, and stored in a secure off-site location. The COOP identifies vital records, systems, and data (hard copy and electronic) critical to performing mission-essential functions. The COOP provides for ensuring availability of emergency operating records and ensuring back-up for legal and financial records. The Office of the County Administrator will maintain current copies of vital records essential to the continued functioning or reconstitution in a secure off-site location.

Included within the COOP are records having such value that their loss would significantly impair the Office of the County Administrator of conducting mission-essential functions, to the detriment of the legal or financial rights or entitlements of the organization or of the affected individuals. Examples of this category of vital records are:

- Accounts receivable/Accounts payable
- Contracting and acquisition files
- Official personnel files
- Social security documentation
- Payroll
- Retirement
- Insurance records
- Property management and inventory records

The following table identifies Vital Records required by Office of the County Administrator to complete mission-essential functions:

VITAL RECORD: Finance Pro Finance System

Type: Enterprise System / Database

Description:

Finance Pro is the financial system the County Departments use to manage budgets, request purchase orders, and print reports.

PLANS FOR PROTECTION, DUPLICATION, AND MOVEMENT OF RECORDS

Finance Pro is an internal network maintained by Clerk of Court. The system is web based and requires a user name, password, and access permissions.

LOCATION AND ACCESSIBILITY OF VITAL RECORDS

Primary Location: Taylor County Courthouse
108 N Jefferson St
Perry , FL 32347
USA
Format: Electronic - Wide Area Network

Backup Location:
Format: Electronic - Wide Area Network

Remote Accessible: No

ACCURACY AND CURRENCY OF RECORDS

Review/Update Date:

VITAL RECORD: Internal Tasking System

Type: Web Based

Description:

The Office of the County Administrator uses project management service provided by Teamwork Project Management (TeamworkPM) to task and monitor the progress of projects tasked to departments.

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PLANS FOR PROTECTION, DUPLICATION, AND MOVEMENT OF RECORDS

TeamworkPM is a web-based service maintained by the vendor.

LOCATION AND ACCESSIBILITY OF VITAL RECORDS

Primary Location: Taylor County Courthouse
108 N Jefferson St
Perry , FL 32347
USA
Format: Electronic - Wide Area Network

Backup Location:
Format: Electronic - Wide Area Network

Remote Accessible: Yes

ACCURACY AND CURRENCY OF RECORDS

Review/Update Date:

Legend
Vital records, systems, and data - Information, records, databases, procedures, and other information necessary to support mission-essential functions and sustain operations.

Protection, duplication, and movement - Identify policies in place to restrict how the information is guarded, procedures for duplication, how the information is backed-up and stored, and how the material is distributed.

Location - Where are the vital records/systems/data currently located? Where are the back-up records/systems/data located? Are records in electronic or hard copy format? Can records be accessed from an alternate site if the primary site is inaccessible?

Accuracy and currency of records - Are records up to date? On what date was the records/systems/data last reviewed/updated?

ANNEX H

DRIVE-AWAY KIT

DRAFT

Communication:	
1. Radio	
2. Cell Phone – Business and Personal	
Equipment:	
1. Laptop Computer	
Forms:	
1. List of Employee Phone Numbers	
2. List of Headquarters Personnel Phone Numbers	
3. Contact Numbers for Legal Staff	
Supplies	
1. Copy of Continuity Plan	
2. Office Supplies	

Budget/Accounting Drive Away Kit	
Forms:	
1. Electronic Copy of Contract/Agreements	
2. Purchasing Manual	
3. Property Inventory List	
4. Safety Manual	
5. Building Plans/Specs	
Supplies	
1. Legal Pads	
2. Stationary/Envelopes	
3. Calculator	
4. Letter Size Folders and Expandable Files	

Personnel Driveaway Kit	
Forms:	
1. Position Description Form	
2. Copies of Organization Chart to Manually Update	
3. Pay Chart	
4. Payroll Schedule	
5. Timesheet	
6. Directives/Guidance	
7. Employee Contact List (name, address, phone)	
Supplies	
1. Copy/Typing Paper	
2. Envelopes (letterhead and manila)	
3. Letterhead Stationary	
4. Temporary ID Cards	
5. File Folders	
6.	
7. Date Stamp	

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ANNEX I
COMMUNICATIONS

DRAFT

Communications

The ability to communicate with internal and external resources during COOP events will be vital to the operations of the Office of the County Administrator. Internal and external resources could include Office of the County Administrator staff, partner organizations, emergency responders, vendors, the media, and/or the public.

The Office of the County Administrator has identified below the various modes of communication that currently exist and/or communications that must be arranged at an Alternate Facility. The communications are listed in order of priority and include a written description for each. Also, each communication item identifies whether the communication is for internal/external use, mobile, or if it requires any level of security measures.

Communication: Cellular Phones
Priority: High **Type:** Voice **Quantity:** 2
Description: Internal Use, External Use, Mobile - County Smart Phones

Communication: Office Telephones
Priority: High **Type:** Voice **Quantity:** 2
Description: Internal Use, External Use, Mobile

Communication: Satellite Telephone
Priority: High **Type:** Voice **Quantity:** 1
Description: Internal Use, External Use, Mobile - From EOC

Communication: SLERS Portable Radios
Priority: High **Type:** Voice **Quantity:** 2
Description: Internal Use, External Use, Mobile, Secure

Communication: VHF Mobile Radio
Priority: High **Type:** Voice **Quantity:** 1
Description: Internal Use, External Use, Mobile

Communication: Wi-Fi Hotspots
Priority: High **Type:** Data **Quantity:** 2
Description: Internal Use, External Use, Mobile, Secure

ANNEX J
SECURITY AND ACCESS CONTROLS

DRAFT

Security and Access Controls for Office of the County Administrator

SECURITY & ACCESS CONTROLS

The following security and access control measures are in place to restrict access to the facility to employees and critical customers:

- Primary Facility
    - Administrative Complex - To Be Determined
- Alternate Facility (1st Choice)
    - Taylor County Courthouse - To Be Determined
- Alternate Facility (2nd Choice)
    - Taylor County Emergency Operations Center (EOC) - Card, ID
- Alternate Facility (3rd Choice)
    - Taylor County Airport Terminal - To Be Determined

COMMUNICATIONS AND INFORMATION SYSTEMS / CYBER SECURITY

The following measures are in place to send and receive secure communications from the facility, as well as information systems and cyber security measures:

- Primary Facility
    - Administrative Complex - To Be Determined
- Alternate Facility (1st Choice)
    - Taylor County Courthouse - To Be Determined
- Alternate Facility (2nd Choice)
    - Taylor County Emergency Operations Center (EOC) - To Be Determined
- Alternate Facility (3rd Choice)
    - Taylor County Airport Terminal - To Be Determined

ANNEX K
FAMILY DISASTERPLAN

DRAFT

Family Disaster Planning for Office of the County Administrator

The Office of the County Administrator understands the importance of personnel preparing their families for disaster events. The information below provides assistance to Office of the County Administrator personnel for developing Family Disaster Plans and encourages them to learn more about how to be prepared.

Disaster can strike quickly and without warning. It can force you to evacuate your neighborhood or confine you to your home. What would you do if basic services -- water, gas, electricity or telephones -- were cut off? Local officials and relief workers will be on the scene after a disaster, but they cannot reach everyone right away. Families can -- and do -- cope with disasters by preparing in advance and working together as a team. Follow the steps listed below to create your family's disaster plan. Knowing what to do is your responsibility for your best protection.

FOUR STEPS TO SAFETY

1. Find Out What Could Happen to You

- Contact your local Red Cross chapter or emergency management office -- be prepared to take notes.
- Ask what types of disasters are most likely to happen. Request information on how to prepare for each.
- Learn about your community's warning signals: what they sound like and what you should do when you hear them.
- Ask about animal care after disaster. Animals may not be allowed inside emergency shelters due to health regulations.
- Find out how to help elderly or disabled persons, if needed.
- Find out about the disaster plans at your workplace, your children's school or day-care center, and other places where your family spends time.

2. Create a Disaster Plan

- Meet with your family and discuss why you need to prepare for disasters. Explain the dangers of fire, severe weather, and earthquakes to children. Plan to share responsibilities and work together as a team.
- Discuss the types of disasters that are most likely to happen. Explain what to do in each case.
- Pick two places to meet: 1. Right outside your home in case of a sudden emergency, like a fire. 2. Outside your neighborhood in case you can't return home. Everyone must know the locations address and phone number.

- Ask an out-of-state friend to be your "family contact." After a disaster, it's often easier to call long distance. Other family members should call this person and tell them where they are. Everyone must know your contact's phone number.

- Discuss what to do in an evacuation. Plan how to take care of your pets.

3. Complete this Checklist

- Post emergency telephone numbers by phones (fire, police, ambulance, etc.).

- Teach children how and when to call 9-1-1 or your local Emergency Medical Services number for emergency help.

- Show each family member how and when to turn off the water, gas, and electricity at the main switches.

- Check if you have adequate insurance coverage.

- Teach each family member how to use the fire extinguisher and show them where it's kept.

- Install smoke detectors on each level of your home, especially near bedrooms.

- Conduct a home hazard hunt.

- Stock emergency supplies and assemble a Disaster Supplies Kit.

- Take a Red Cross first aid and CPR class.

- Determine the best escape routes from your home. Find two ways out of each room.

- Find the safe spots in your home for each type of disaster.

4. Practice and Maintain Your Plan

- Quiz your children every six months so they remember what to do.

- Conduct fire and emergency evacuation.

- Replace stored water every three months and stored food every six months.

- Test and recharge your fire extinguisher(s) according to manufacturer's instructions.

- Test your smoke detectors monthly and charge the batteries at least once a year.

For more information on Family Disaster Planning, visit the Federal Emergency Management Agency's (FEMA) website for family disaster planning at www.READY.gov.

ANNEX L
DEVOLUTION

DRAFT

Devolution for Office of the County Administrator

Devolution is the capability to transfer statutory authority and responsibility for mission-essential functions from an organization's primary operating staff and facilities to another organization's employees and facilities. Devolution planning supports overall COOP planning and addresses catastrophic or other disasters that render an organization's leadership and staff unavailable or incapable of performing its mission-essential functions from either its primary or alternate facilities.

If devolution is necessary, prioritized mission-essential functions are transferred to a pre-identified devolution organization. Direction and control of mission-essential functions is transferred to the devolution organization site and/or identified personnel.

Devolution planning involves several special issues:

- Personnel at the devolution site must be trained to perform the essential functions to the same level of proficiency as the Office of the County Administrator personnel.
- Vital records, documents, and databases must be up to date and available at the devolution site.
- Communications and information management systems must be able to be transferred to the devolution site.
- Delegations of authority planning must include senior personnel at the devolution site.

Office of the County Administrator 's prioritized mission-essential functions which must be carried out in its devolution of authority are identified in Annex C of the Office of the County Administrator COOP.

The pre-identified devolution organization(s) for the Office of the County Administrator are Board of County Commissioners. Devolution Triggers, Process, Resources and their Availability, and Restoration guidelines are noted below. The pre-identified Devolution Memorandum is also included within this Annex.

Devolution Triggers

Pre-devolution preparation begins when staffing levels in one or more critical areas are reduced by 40%. Critical areas are defined as: 1) leadership, 2) communication capabilities, 3) administrative support, and 4) prioritized MEFs. Pre-devolution preparation includes assessment of:

- Available devolution organizations
- Location and availability of resources and information needed to transfer critical operations to the devolution organization
- Approach to notify and train (as needed) devolution organization staff

- Prioritization of mission-essential functions necessary to provide continuity of government during the devolution process

Once this assessment is complete, the intended devolution organization should be notified that devolution is likely and transfer of knowledge/resources necessary for devolution should begin.

The key staff members of the devolution organization should also be informed on how to access the Office of the County Administrator COOP information contained within www.TaylorCountyCOG.com.

Devolution is initiated through the issuance of the Devolution Memorandum. Organizational devolution is triggered when staffing levels are reduced by 60% in one or more critical areas.

Devolution Process

The County Administrator is responsible for identifying devolution triggers and is responsible for deciding when devolution is necessary. The County Administrator is responsible for issuing the Devolution Memorandum and begin actually transferring responsibilities to the devolution organization.

Every attempt will be made to retain expertise and authority through all COOP Teams. All available COOP Teams will continue to work with and for the new devolution organization in carrying out COOP, devolution, and restoration/reconstitution duties.

Resources and Availability

All resources necessary for devolution will be retained in Office of the County Administrator 's on-line COOP and be made available via email and/or print from FS2 or an external drive. The executives and support staff working on devolution will be given access to these resources, and will be trained in the use of available communication tools in advance of COOP activations.

Restoration (Pre-Event)

Because the nature of a catastrophic event that would create the need for devolution is so difficult to predict and may have a wide array of circumstances to respond to, we cannot specify exact measures needed to recover and restore pre-event operations in advance. However, the devolution organization will work with the existing Office of the County Administrator staff to identify all actions needed to provide restoration to pre-event conditions. Reconstitution and termination plans as identified in the COOP are available and should be used by the devolution organization.

MEMORANDUM

TO: Highest Ranking Official(s)/Board of County Commissioners

FROM: County Administrator

Office of the County Administrator

DATE:

SUBJECT: Devolution of Office of the County Administrator

As of Date/Time, an emergency occurred that required the activation of the Office of the County Administrator Continuity of Operations Plan (COOP). As of Date/Time, the emergency has affected staffing to levels such that we can no longer carry out our prioritized mission-essential functions and maintain our mandated operations. In order to provide continuity of government operations within Office of the County Administrator, as of Time today I am hereby transferring mission-essential function responsibilities as identified in the Office of the County Administrator COOP to the Board of County Commissioners. In addition, I am extending all delegations of authority of key actions and responsibilities to the Board of County Commissioners. This delegation is effective as of Date/Time.

Thank you in advance for your assistance as we continue to provide critical services during this challenging time and work to restore full Office of the County Administrator operations. Access to all critical Office of the County Administrator COOP information, including mission-essential functions, delegation responsibilities, and personnel contact lists can be found on FS2 and/or a designated external drive.

_____

County Administrator, Lawanda Pemberton

ANNEX M
TEST, TRAINING, AND EXERCISE

DRAFT

Test, Training, and Exercising

- This plan will be reviewed annually by all COOP Team members and approved by the County Administrator.
- The County Administrator will ensure training of all Office of the County Administrator employees on the key aspects of this plan. This training will be conducted at new employee orientation and quarterly staff meetings.
- This COOP will be practiced annually by use of a tabletop exercise or a field exercise in coordination with they Taylor County Sheriff's Department Division of Emergency Management.
- Support plans and communications equipment at the Alternate Facility will be tested annually as part of the Test, Training, and Exercise (TT&E).
- Equipment pre-positioned at the Alternate Facility will be tested annually as part of the TT&E program.
- The exercise will include a test of the alert and notification procedures within this COOP, with and without warning, during duty and non-duty hours.
- The County Administrator or designee will identify and incorporate lessons learned and remedial actions from exercises into annual revisions of the COOP.

The Office of the County Administrator documents the past, present, and future events that support their Test, Training, and Exercise program for their COOP. These events are documented below in chronological order starting with the most recent:

ANNEX N
FACILITY EVACUATION

DRAFT

Facility Evacuation

The purpose of this section is to provide specific directions to all staff in the event of an emergency requiring the evacuation of the following facilities.

Responsibilities

The County Administrator shall identify a line of succession and recognize a "Safe Room" for sheltering in place in the event that this becomes necessary.

The County Administrator shall be responsible for the following:

- Monitor the evacuation procedures and ensure that all employees are participating.
- Identify themselves to responding emergency personnel and provide any information or assistance, as requested.
- Station themselves outside the facility to receive employee check-off lists from Division Heads/Delegates and to coordinate with emergency personnel as necessary.

The Division Heads/Delegates shall be responsible for monitoring their sections as follows:

- Know the status of all assigned staff, (e.g. are they on site, in the field, or on annual leave).
- Ensure staff are trained in the evacuation procedures and in dealing with clients and staff who may become confused or panic in an emergency situation.
- Assign at least two alternate Division Head delegates and keep this assignment list current.
- Ensure all delegates are properly trained in their duties.
- Obtain checklists of staff accounted for and unaccounted for and report status to the County Administrator after evacuation.

Staff are responsible for the following:

- Ensuring handicapped employees and visitors are assisted from the facility.
- Staff with public visitors should exit the facility with the visitors.
- Staff must search for and insure that any clients who are in private rooms, restrooms, etc. evacuate with the staff immediately.

Evacuation Procedures

Specific evacuation procedures for each of the facilities identified within this COOP are as follows:

- Primary Facility
    - Administrative Complex - To Be Determined
- Alternate Facility (1st Choice)
    - Taylor County Courthouse - To Be Determined
- Alternate Facility (2nd Choice)
    - Taylor County Emergency Operations Center (EOC) - To Be Determined
- Alternate Facility (3rd Choice)
    - Taylor County Airport Terminal - To Be Determined

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ANNEX O
CONTACTS ROSTER

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Office of the County Administrator Contacts

NAME / DEPARTMENT	PHONE NUMBERS/EMAIL	TEAM ROLES/COMMENTS
Conrad Bishop Board of County Commissioners	Work: 850-584-6113 lawbishop@fairpoint.net	Pandemic Team Member
Traci Rowell Human Resources	Work: 850-838-3500 x 113 trowell@taylorcountygov.com	Executive Team Member Pandemic Team Member Planning Team Member Human Resources
Theresa A. Copeland Technology and Information Services Department	Work: 850-838-3500 x 108 Home: 850-843-3999 Cell Number: 850-843-0912 Theresa.copeland@taylorcountygov.com	
Marsha Durden Office of the County Administrator	Work: 850-838-3500 x 107 mdurden@taylorcountygov.com	Executive Team Member Support Team Member Planning Team Member Project Manager
Bobby Johnson Building and Planning	Work: 850-838-3500 x 1 Building.director@taylorcountygov.com	Executive Team Member Relocation Team Member Facilities
LaWanda Pemberton Office of the County Administrator	Work: 850-838-3500 x 6 Cell Number: 850-843-5381 lpemberton@taylorcountygov.com	Executive Team Member Pandemic Team Member Relocation Team Member Support Team Member Planning Team Member
Danny Oquinn Special Projects	Work: 850-838-3564 Cell Number: 850-672-1550 Danny.oquinn@taylorcountygov.com	Executive Team Member Project Manager
Wark Ketring Airport	Cell:850-672-0008 airport@taylorcountygov.com	
Hank Evans Public Works	Work: 850-838-3528 Cell: 850-672-1264 Publicworks.director@taylorcountygov.com	
JoAnn Morgan Library	Work: 850-838-3512 Cell: 850-843-6762 Library.prof@taylorcountygov.com	
Dan Cassel Fire Rescue	Work: 850-838-3522 Cell: 850-294-1141 dcassel@taylorcountygov.com	
Gary Wambolt Environmental Services	Work: 850-838-3533 Cell: 850-672-1213 Gary.wambolt@taylorcountygov.co	

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Kenneth Dudley Engineering	Work: 850-838-3500 x 4 Cell: 850-295-3191 County.engineer@taylorcountygov.com	
Lori Wiggins County Extension	Work: 850-838-3508 Cell: 850-843-0878 lwiggins@ufl.edu	

NON-STAFF	ADDRESS	PHONE NUMBERS / EMAIL	TEAM ROLES / COMMENTS
Michael Newman Commissioner District 3 Board of County Commissioners	201 East Green Street Perry, FL 32347	Work Email: mnewman@taylorcountygov.com	Vice Chairperson 2023/2024 and 2024/2025
Pam Feagle Commissioner District 4 Board of County Commissioners	201 East Green Street Perry, FL 32347	Work Email: pfeagle@taylorcountygov.com	
Jim Moody Commissioner District 2 Board of County Commissioners	201 East Green Street Perry, FL 32347	Work Email: jmoody@taylorcountygov.com Personal Email: EaglesNestDekleBeach@excite.com	
Jamie English Commissioner District 1 Board of County Commissioners	201 East Green Street Perry, FL 32347	Work Email: jenglish@taylorcountygov.com	Chairperson 2023/2024 and 2024/2025
Thomas Demps Commissioner District 5 Board of County Commissioners	201 East Green Street Perry, Florida 32347	Work Email: Tdemps@taylorcountygov.com	

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ANNEX P
PANDEMIC PLANNING

DRAFT

EXECUTIVE SUMMARY

1 TRANSMISSION OF DISEASE

2 PANDEMIC INFLUENZA

- 2.1 Pandemic Assumptions
- 2.2 Potential Impacts
- 2.3 Information Sources for Current Status
- 2.4 The Pandemic Risk Assessment

3 ORGANIZATION CONSIDERATIONS

- 3.1 Implications for the Organization

4 PANDEMIC STRATEGIES

- 4.1 Short-Term Strategy
- 4.2 Long-Term Strategy
- 4.3 Post-Event Recovery
- 4.4 Mission Essential Functions
- 4.5 Workforce Planning
- 4.6 Pandemic Action Items

5 PANDEMIC PLANNING RESPONSIBILITIES

- 5.1 State, Local, Private Sector Relationships
- 5.2 Legal Preparedness
- 5.3 Communications
- 5.4 Human Resources Issues
- 5.5 Employee Education and Safety
- 5.6 Facility Maintenance
- 5.7 Technology Preparedness

6 PANDEMIC TEAM

7 PLAN MAINTENANCE AND TESTING

8 APPENDIX

EXECUTIVE SUMMARY

Epidemics, which are outbreaks of a disease that occur within a short period of time and in a defined region, have the potential to significantly affect an organization's operations and the health and safety of personnel and the general public. While many diseases could result in an epidemic, and could lead to a pandemic (an epidemic that occurs on a worldwide scale), this report places particular emphasis on preparedness for outbreaks of influenza that could arise from avian influenza.

This Epidemic/Pandemic Annex has been created to identify key information that organizations should know when confronted with an epidemic. It also describes how an organization may be affected, and what measures can be taken to mitigate those effects. In addition to education, this annex provides guidance on preparing and developing a course of action should an outbreak occur.

Organizations should take the time and opportunity now to develop and implement strategies essential to maintaining functions in times of a pandemic. Organizations should also inform employees and other stakeholders that the organization is actively involved in planning for pandemic preparedness.

Short-term and long-term strategies for maintaining functions during an epidemic, when absenteeism among employees could be as high as 50 percent, will require enhanced continuity of operations plans that include extensive workforce planning to perform mission-essential functions with reduced staff levels. Seven planning elements are provided in Chapter 6 to assist organizations in accomplishing their short-term and long-term strategies, which will require continuous monitoring of recent developments as well as flexibility in implementation and response.

Unlike other disasters in which the period of disruption may last from weeks to months, an epidemic has the potential to disrupt operations from months to several years. The public health response to an epidemic will directly affect an organization's personnel and will require strong relationships with other partners, the cooperation of the public, and the leadership of the organization.

1 Transmission of Disease

From time to time, a pathogen for which the population has little, or no immunity evolves or is introduced. If that pathogen is highly communicable or easily transmitted from person to person, and virulent, causing severe illness or death in a significant percentage of persons, a pandemic can infect millions of people and potentially causing destabilizing social disruption.

The United States has not experienced an extensive epidemic since 1918, when the "Spanish flu" pandemic swept the nation and the world. The Spanish flu of 1918 was not a highly virulent pathogen in terms of mortality - only 2.5 percent of those infected died - but it was highly communicable. As a result, a large percentage of the U.S. population fell ill; approximately one-half million Americans died, and during the waves of the pandemic essential public services were threatened.

Communicable diseases can be transmitted to humans in several ways however the ones that carry the potential to affect organizations and their personnel are listed below:

- Droplet transmission occurs when the pathogen is suspended in aerosolized droplets or mist expelled when an infected person coughs or sneezes. These tiny droplets can travel 3 to 6 feet and be inhaled by other persons or can deposit themselves on mucous membranes around the eyes or mouth of uninfected persons.

- Airborne transmission occurs when a pathogen is suspended in the air in inhalable-sized particles that remain infectious and are subsequently inhaled through the nose or mouth. Such pathogens can also be transmitted by droplet transmission or contact transmission.

- Contact transmission occurs when an infected person has physical contact (e.g., shakes hands) with an uninfected person.

- Infectious respiratory droplets can be deposited on objects that other persons would likely touch with their hands (e.g., arms of chairs, door handles, documents, exhibits, restroom fixtures, desks, countertops, stair rails, elevator buttons, money, documents, receipts). When uninfected persons touch the contaminated surfaces or items and then rub their nose, mouth, or eyes, transmission may occur.

2 Pandemic Influenza

Influenza, also known as the flu, is a disease that attacks the respiratory tract in humans and differs from a viral "cold" in that it usually comes on suddenly and includes fever, headache, tiredness, dry cough, sore throat, nasal congestion, and body aches.

2.1 Pandemic Assumptions

The U.S. Department of Health and Human Services has created plans based on the following assumptions about pandemic disease:

- Susceptibility to the pandemic influenza will be universal.

- The clinical disease attack rate will be 30 percent in the overall population. Illness rates will be highest among school-aged children (about 40 percent) and the elderly. Among working adults, an average of 20 percent could become ill during a community outbreak.

- Risk groups for severe and fatal infections cannot be predicted with certainty. During annual fall and winter influenza season, infants and the elderly, persons with chronic illness, and pregnant women are usually at higher risk of complications from influenza infections.

- The typical incubation period for influenza averages two to three days. It is assumed this would be the same for a novel strain transmitted between people by respiratory secretions.

- Persons who become ill may shed virus and can transmit infection for one-half to one day before the onset of illness. Viral shedding and the risk for transmission will be greatest during the first two days of illness. Children will shed the greatest amount of viruses, therefore are likely to pose the greatest risk for transmission.

- In an affected community, an outbreak will typically last about 6 to 8 weeks. At least two pandemic disease waves are likely. Following the pandemic, the new viral subtype is likely to continue circulating and contribute to seasonal influenza.

- The seasonality of a pandemic cannot be predicted with certainty. The largest waves in the United States during 20th-century pandemics occurred in fall and winter.

2.2 Potential Impacts

The impact of an actual pandemic cannot be accurately predicted, as it depends on multiple factors, including virulence of the virus, rate of transmission, availability of vaccines and antivirals, and effectiveness of containment measures.

An influenza pandemic could last from months to several years, with at least two peak waves of activity. According to the U.S. Department of Health and Human Services, the characteristics of an influenza pandemic that must be considered in strategic planning include the following:

- The fact that people may be asymptomatic while infectious.

- Simultaneous or near-simultaneous outbreaks in neighboring communities thereby limiting the ability of any jurisdiction to provide support, assistance, and mutual aid.

- Enormous demands on the health-care system.

- Delays and shortages in the availability of vaccines and antiviral drugs.

- Potential disruption of national and community infrastructure, including transportation, commerce, utilities, and public safety, due to widespread illness and death among workers and their families, as well as concern about ongoing exposure to the virus.

- Absenteeism across multiple sectors related to personal and family illness, fear of contagion, or public health measures to limit contact with others could all threaten the functioning of critical infrastructure, the movement of goods and services, and operation of organizations.

2.3 Information Sources for Current Status

WHO - The World Health Organization (WHO) describes six phases of increasing public health risk associated with the emergence of a new influenza virus that could pose a pandemic threat. Each phase recommends actions for national authorities and outlines measures to be implemented by the WHO, allowing for greater predictability of actions to be taken during the various phases of a pandemic.

For information about pandemics, the WHO phases, and the current worldwide status, please review the WHO website - http://www.who.int.

CDC - The Center for Disease Control and Prevention is the lead Federal government agency for pandemic planning. Up-to-date information about national planning as well as vaccines and antivirals can be found on the CDC website - http://www.cdc.gov.

2.4 The Pandemic Risk Assessment

Based on the Office of the County Administrator COOP, the following information has been detailed specifically related to the risks and impacts of pandemic.

Risk Rating	Risk	Risk Type	Risk Description	Risk Impact

3 Organization Considerations

Although the circumstances described above paint a dark picture, an organization, to the best of its ability, must strive to continue its functions and to provide services to its populations.

3.1 Implications for the Organization

A challenge for the organizations will be to assist appropriate public health officials in protecting an organization's personnel and the public from transmission within the organization's facilities. However, given the large numbers of individuals who enter an organization's facilities each day, those facilities - like all other public facilities in which large numbers of persons interact and congregate - could themselves become a spreading center for the disease.

This raises a number of considerations for organizations, including:

- Significant numbers of persons who are necessary to the organization's mission-essential functions (e.g., organization staff, security personnel, IT staff, etc.) may be unavailable because of illness or death, possibly reaching from 30 to 50 percent of the workforce;
- Face-to-face contact between an organization's administrators and staff necessary for performing mission-essential functions may be dramatically limited or unavailable; and
- Facilities, infrastructure, utilities, and services may all be affected by a lack of adequate staffing caused by isolation, quarantine, illness, or death of those persons necessary for maintaining operations.
- Depending on the severity of the epidemic, an organization's administration may come under pressure as the disease causes attrition among employees, security personnel, IT, and maintenance personnel. To the extent that an organization relies on local law enforcement for security services, an additional concern is the possibility that, during an outbreak, law enforcement officers and security personnel may be reassigned to other critical law enforcement duties, thus resulting in a shortage of officers available to serve the organizations. In addition, state or local public health officers could close an organization's facility, or could quarantine or isolate an organization's personnel.

4 Pandemic Strategies

Unlike other emergency situations, an influenza epidemic could seriously disrupt an organization's operations for an extended period, lasting approximately from months to several years. Therefore, both short-term and long-term strategies are necessary to manage the potential extent and duration of the impact.

Each organization's continuity of operations plan (COOP) should address the basic response to any disaster or emergency situation. Organizations lacking a continuity of operations plan or having an incomplete continuity of operations plan are encouraged to begin the plan development process immediately.

Given the unique challenges posed by an epidemic, the information and strategies discussed below are not exclusive, but rather are designed to enhance organizations' current emergency protocol.

4.1 Short -Term Strategy

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In the first 90 days of COOP activation, each organization should have the capacity to perform all mission-essential functions as defined in the organization's COOP.

The organization's functions may need to be performed with limited staff, and when little to no face-to face contact is possible for an extended period. It is likely that an organization and its staff will be significantly affected by illness or even death.

As soon as possible, organizations should transition to full operations. If full operations cannot be initiated within 90 days of COOP activation, organizations should implement the long-term strategies described below.

4.2 Long-Term Strategy

Within 90 days of COOP activation, organizations should have the capacity to perform all mission-essential functions when little to no face-to-face contact is possible for an extended period. An organization and its staff will be significantly affected by illness or even death.

When developing its specific response to an epidemic, an organization should consider these issues:

- Operations may be significantly impacted for months to several years.
- All organizations and their personnel should be prepared to cooperate with appropriate public health personnel on response and recovery efforts. Because state and federal resources may be stressed during an epidemic, organizations should be prepared to operate with only minimal support from state and federal agencies.
- Each organization should ensure that it has the capacity to perform its mission-essential functions, for the first 90 days of COOP activation.
- If full operations cannot be restored within 90 days, an organization should ensure that it has the capacity to perform other mission-essential functions as best it can.

4.3 Post -Event Recovery

Recovery from an epidemic begins when an organization determines that it has adequate staff and resources to resume normal business functions. Once normal operations resume, the impact of the epidemic on organization's operations, staff, and other stakeholders should be assessed and an after action evaluation of the organization's response should be drafted. Such an evaluation can assist organizations in updating their continuity of operations plans as well as other emergency response plans, as appropriate.

4.4 Mission-Essentials Functions

The Office of the County Administrator 's COOP has already identified its own detailed list of mission essential functions. With the unique impact that a pandemic presents, the Office of the County Administrator is continuing to further identify those key processes and identify those specific functions that pose significant risk for infection (e.g., extensive public interaction, cash management).

All of the Mission Essential Functions for the Office of the County Administrator are detailed and prioritized in the on-line www.TaylorCountyCOG.com planning system. Please refer to Annex C for the complete report.

4.5 Workforce Planning

Because a pandemic may not spread evenly through the employee population, the Office of the County Administrator is working to create a skills inventory for those positions that are essential to continuing their mission-critical functions. The Office of the County Administrator is considering cross-training and skill development for employees who can assume responsibility for carrying out those functions, which may lie beyond their normal scope of responsibility. With this strategy, should key personnel fall ill, it is perceived

critical functions would then continue with minimal impact to operations. Employees should also be informed that they may be asked to exercise authority or perform duties outside their typical job responsibilities.

While developing this skills inventory, the Office of the County Administrator is paying particular attention to those positions for which cross-training is not feasible, such as those that require specialized training or qualifications. The Office of the County Administrator is considering contingency plans should the personnel in those positions be unavailable. This includes identifying, in advance, possible sources for temporary replacement personnel.

Aspects of workforce planning are detailed in the Office of the County Administrator COOP. Please refer to Annex A for COOP Teams and Responsibilities, Annex D for Orders of Succession, Annex E for Delegations of Authority, and Annex O for the complete Staff Roster.

4.6 Pandemic Action Items

The Office of the County Administrator has identified a set of action items that must be performed before, during and after a pandemic event. This list is constantly maintained as part of the overall COOP. The following list details these pandemic action items.

5 Pandemic Planning Responsibilities

Effective advance planning by the Office of the County Administrator is essential for the ability to respond quickly to the outbreak of a pandemic. Below are planning elements that are being addressed by the Office of the County Administrator. The individuals responsible for these roles and responsibilities constitute the Pandemic Team which will coordinate and overlap with the organization's COOP teams.

The HHS Pandemic Influenza Plan advises that the first step in planning should be establishing a coordinating committee to oversee pandemic preparedness planning and ensure integration with other emergency planning efforts. This Pandemic Team includes a cross-section of employees, rather than executive leadership exclusively. In the event that some or all of the executive team falls ill, the Pandemic Team can still function, providing critical leadership and real-time decision making.

In addition to a cross-section of employees, including those responsible for employee health and safety, the Office of the County Administrator is working to include other partners, as a way of alerting them to organization's plan and soliciting their input. Assuming the organization remain operational, it is essential that key partners be fully aware of the organization's efforts to ensure that all parties work together in accomplishing the organization's mission-critical functions.

It is recommended that the following roles and responsibilities are filled by the appropriate staff members.

5.1 State, Local, Private Sector Relationships

- Establish contact with local public health officials for coordination with local pandemic planning efforts.
- Ensure that the organization is aware of and possibly involved in current local preparedness and planning efforts.
- Ensure that the organization is kept informed of current local conditions and response efforts concerning a pandemic event.
- Develop mutual aid programs with neighboring organizations at the city, county, state, and/or private sector level.

5.2 Legal Preparedness

- Ensure that the organization's leadership is aware of any existing laws, ordinances, and/or authorities of health officials.

5.3 Communications

- Review the organization's internal and external communications plans to ensure that it is prepared to successfully communicate with leadership, personnel, and the general public under pandemic circumstances.
- Communicate regularly with employees regarding current status and expectations.
- Communicate regularly with any operational partners that factor into the organization's mission-essential operations for the distribution of event information and current status.
- Develop multiple channels and methods for disseminating information.
- Develop a Public Information Officer (PIO) capability for disseminating information to the public in an official manner.
- Communicate with Emergency Management regarding any incidents or developments related to pandemics.

5.4 Human Resource Issues

- Review the organization's policies and guidance regarding Injury/Illness as it might pertain to pandemics.
- Review Sick leave policies and train staff regarding appropriate sections and changes.
- Review organization's insurance policies, including health, disability, salary continuance, business travel, and life insurance.
- Review current travel policies and consider modifications related to pandemic issues.
- Develop a policy for vaccines and antivirals for staff including priorities and distribution methods.
- Develop crisis support or employee assistance programs
- Develop plans for alternate work schedules where applicable.
- Develop policies for social distancing.
- Determine the effects of union contracts on emergency Human Resource policy development.

5.5 Employee Education and Safety

- Assure staff that their health, safety, and well-being are a top priority during a pandemic.
- Develop an employee education and safety program and ensure that training is available to all appropriate staff.
- Instruct staff about Human Resource policies related to the pandemic or similar illnesses.
- Instruct staff about proper health and hygiene habits for minimize transmission including covering coughs, washing hands, and using hand sanitizer.

- Encourage staff to prepare at home with plans and emergency items including a two-week supply of food.

5.6 Facility Maintenance

- Oversee heightened cleaning efforts in offices and common areas, such as frequently wiping doorknobs, railings, telephones, restrooms.
- Place hand sanitizer in communal locations for staff and visitors to use.
- Develop emergency kits of equipment and supplies for preventing the transmission of the disease including cleaning supplies, respirators, masks, and disposable gloves, etc.
- Use damp rather than dry dusting to avoid spreading dust particles.
- Move restroom wastebaskets next to restroom doors so that employees can use towels to open the doors.

5.7 Technology Preparedness

- Identify technologies required for performing mission-essential functions and review the associated disaster recovery plans.
- Identify the supporting agency for each system (in-house, city/county, third party, etc.) and contact them to discuss continuity of operations planning efforts.
- Review IT staffing levels and develop clear succession lines for key technical skills.
- Research options for telecommuting for key staff including hardware, software and security requirements.
- Research options for videoconferencing and teleconferencing.
- Research options for the increased use of Internet and telephone communications.

6 Pandemic Team

The following person has been designated as the Pandemic Team Chief:

LaWanda Pemberton County Administrator

The following personnel are members of the Office of the County Administrator Pandemic Team. These personnel have specific roles and responsibilities for pandemic response and recovery.

In preparation of pandemic events, Pandemic Team members are responsible for attending team meetings and updating the Pandemic Annex on an annual basis. At a minimum, the team should review and address any pandemic related elements that might affect their organization during an event. Elements to consider might include: reviewing human resource policies and sick leave policies, establishing a method of communication with key staff and personnel, coordinating with local/state pandemic planning efforts, educating and training personnel on the effects of pandemics and their personal safety. The Pandemic Team's ultimate responsibility is to improve the organization's ability to prepare, respond, and sustain the long-term effects of a pandemic event.

Pandemic Team Members - Taylor County

Team Member	Team Responsibility/Role
Tonya Hobby - DOH Director Health Department Work: 850-888-6075 Cell: 850-528-6537 Work Email: tonya.hobby@flhealth.gov	Establish contact with local public health officials for coordination with local pandemic planning efforts. Ensure that the organization is aware of and possibly involved in current local preparedness and planning efforts. Ensure that the organization is kept informed of current local conditions and response efforts concerning a pandemic event. Develop mutual aid programs with neighboring organizations at the city, county, state, and/or private sector level. Ensure that the organization's leadership is aware of any existing laws, ordinances, and/or authorities of health officials. Assure staff that their health, safety, and well-being are a top priority during a pandemic. Develop an employee education and safety program and ensure that training is available to all appropriate staff. Instruct staff about Human Resource policies related to the pandemic or similar illnesses. Instruct staff about proper health and hygiene habits for minimize transmission including covering coughs, washing hands, and using hand sanitizer. Encourage staff to prepare at home with plans and emergency items including a two-week supply of food. Identify technologies required for performing essential functions and review the associated disaster recovery plans. Identify the supporting agency for each system (in-house, city/county, third party, etc.) and contact them to discuss continuity planning efforts. Review IT staffing levels and develop clear succession lines for key technical skills. Research options for telecommuting for key staff including hardware, software and security requirements. Research options for videoconferencing and teleconferencing. Research options for the increased use of Internet and telephone communications. Oversee heightened cleaning efforts in offices and common areas, such as frequently wiping doorknobs, railings, telephones, restrooms. Place hand sanitizer in communal locations for staff and visitors to use. Develop emergency kits of equipment and supplies for preventing the transmission of the disease including cleaning supplies, respirators, masks, and disposable gloves, etc. Use damp rather than dry dusting to avoid spreading dust particles. Move restroom wastebaskets next to restroom doors so that employees can use towels to open the doors.
Conrad Bishop - Attorney Board of County Commissioners Work: 850-584-6113 Work Email: lawbishop@fairpoint.net	Ensure that the organization's leadership is aware of any existing laws, ordinances, and/or authorities of health officials.
LaWanda Pemberton - County Administrator Office of the County Administrator Work: 850-838-3500 x 6	Ensure that the organization's leadership is aware of any existing laws, ordinances, and/or authorities of health officials.

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Team Member	Team Responsibility/Role
Cell: 850-843-5381 Work Email: lpemberton@taylorcountygov.com	Review the organization's internal and external communications plans to ensure that it is prepared to successfully communicate with leadership, personnel, and the general public under pandemic circumstances. Communicate regularly with employees regarding current status and expectations. Communicate regularly with any operational partners that factor into the organization's essential operations for the distribution of event information and current status. Develop multiple channels and methods for disseminating information. Develop a Public Information Officer (PIO) capability for disseminating information to the public in an official manner. Communicate with health and emergency officials regarding any incidents or developments related to pandemics. Review the organization's policies and guidance regarding Injury/Illness as it might pertain to pandemics. Review Sick leave policies and train staff regarding appropriate sections and changes. Review organization's insurance policies, including health, disability, salary continuance, business travel, and life insurance. Review current travel policies and consider modifications related to pandemic issues. Develop a policy for vaccines and antivirals for staff including priorities and distribution methods. Develop crisis support or employee assistance programs. Develop plans for alternate work schedules where applicable. Develop policies for social distancing. Determine the effects of union contracts on emergency Human Resource policy development. Assure staff that their health, safety, and well-being are a top priority during a pandemic. Develop an employee education and safety program and ensure that training is available to all appropriate staff. Instruct staff about Human Resource policies related to the pandemic or similar illnesses. Instruct staff about proper health and hygiene habits for minimize transmission including covering coughs, washing hands, and using hand sanitizer. Encourage staff to prepare at home with plans and emergency items including a two-week supply of food. Oversee heightened cleaning efforts in offices and common areas, such as frequently wiping doorknobs, railings, telephones, restrooms. Place hand sanitizer in communal locations for staff and visitors to use. Develop emergency kits of equipment and supplies for preventing the

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Team Member	Team Responsibility/Role
	transmission of the disease including cleaning supplies, respirators, masks, and disposable gloves, etc. Use damp rather than dry dusting to avoid spreading dust particles. Move restroom wastebaskets next to restroom doors so that employees can use towels to open the doors. Identify technologies required for performing essential functions and review the associated disaster recovery plans. Identify the supporting agency for each system (in-house, city/county, third party, etc.) and contact them to discuss continuity planning efforts. Review IT staffing levels and develop clear succession lines for key technical skills. Research options for telecommuting for key staff including hardware, software and security requirements. Research options for videoconferencing and teleconferencing. Research options for the increased use of Internet and telephone communications. Establish contact with local public health officials for coordination with local pandemic planning efforts. Ensure that the organization is aware of and possibly involved in current local preparedness and planning efforts. Ensure that the organization is kept informed of current local conditions and response efforts concerning a pandemic event. Develop mutual aid programs with neighboring organizations at the city, county, state, and/or private sector level.
Traci Rowell – Personnel Manager Human Resources Work: 850-838-3500 x 113 Work Email: trowell@taylorcountygov.com	Ensure that the organization's leadership is aware of any existing laws, ordinances, and/or authorities of health officials. Review the organization's internal and external communications plans to ensure that it is prepared to successfully communicate with leadership, personnel, and the general public under pandemic circumstances. Communicate regularly with employees regarding current status and expectations. Communicate regularly with any operational partners that factor into the organization's essential operations for the distribution of event information and current status. Develop multiple channels and methods for disseminating information. Develop a Public Information Officer (PIO) capability for disseminating information to the public in an official manner. Communicate with health and emergency officials regarding any incidents or developments related to pandemics.

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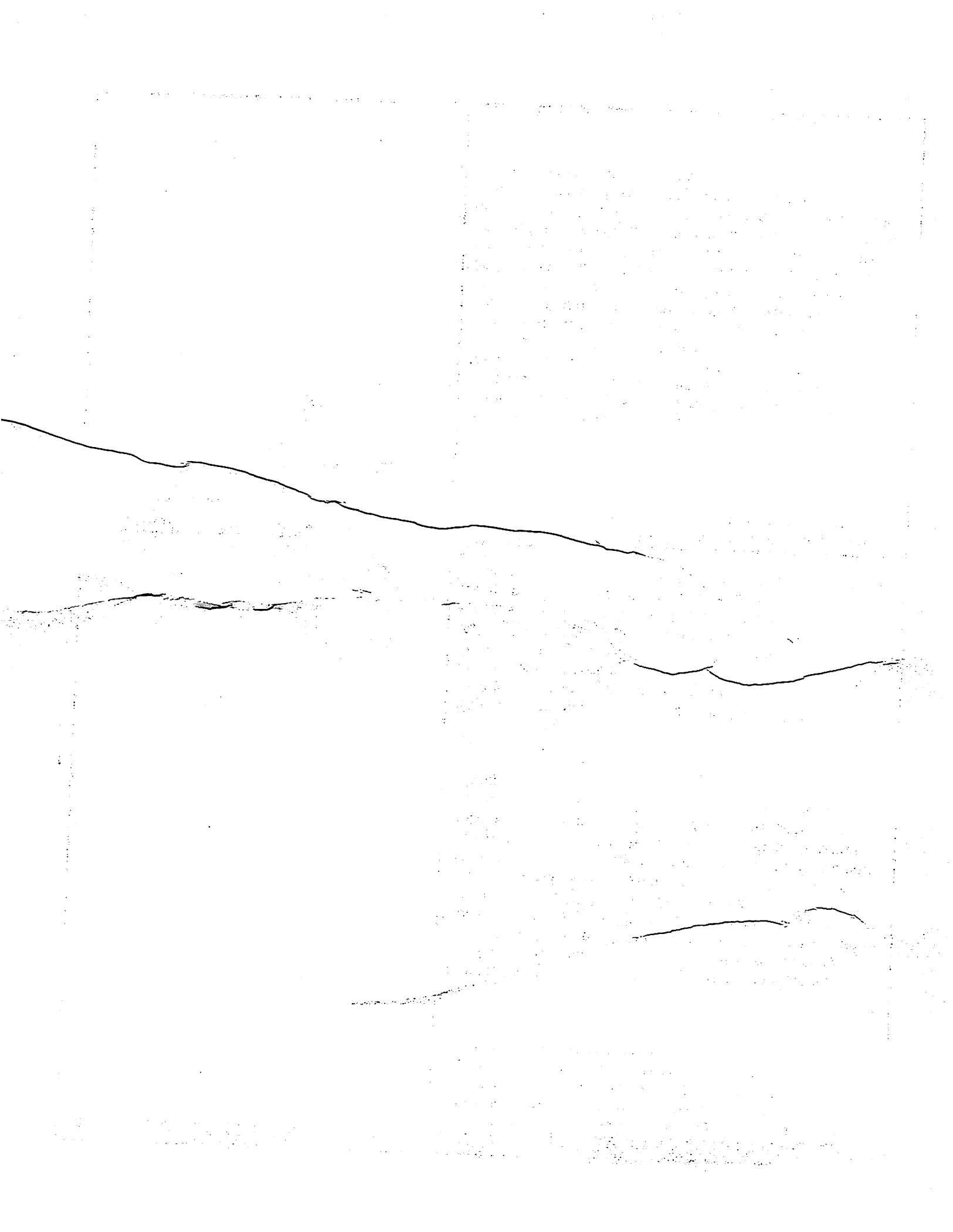

Team Member	Team Responsibility/Role
	Review the organization's policies and guidance regarding Injury/Illness as it might pertain to pandemics. Review Sick leave policies and train staff regarding appropriate sections and changes. Review organization's insurance policies, including health, disability, salary continuance, business travel, and life insurance. Review current travel policies and consider modifications related to pandemic issues. Develop a policy for vaccines and antivirals for staff including priorities and distribution methods. Develop crisis support or employee assistance programs. Develop plans for alternate work schedules where applicable. Develop policies for social distancing. Determine the effects of union contracts on emergency Human Resource policy development. Assure staff that their health, safety, and well-being are a top priority during a pandemic. Develop an employee education and safety program and ensure that training is available to all appropriate staff. Instruct staff about Human Resource policies related to the pandemic or similar illnesses. Instruct staff about proper health and hygiene habits for minimize transmission including covering coughs, washing hands, and using hand sanitizer. Encourage staff to prepare at home with plans and emergency items including a two-week supply of food.

7 Plan Maintenance and Testing

The Office of the County Administrator is committed to this overall COOP process and has an on-going program for maintaining and improving this plan and the related strategies. This overall plan maintenance process includes a variety of testing, training and exercising. Please refer to Annex M for the complete report of these scheduled and completed events. All events specifically related to pandemic planning are highlighted below.

8 Appendix

The Office of the County Administrator has an external drive with file archive for storing and accessing vital records related to the COOP. All files specifically related to pandemic planning are listed below.

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FILE ARCHIVE
APPENDIX

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File Archive

The Office of the County Administrator has access to a file archiving feature within an external drive designated for the COOP. The File Archive feature allows the Office of the County Administrator to upload files to the system and provides the Office of the County Administrator with access to these files from remote locations, as needed, during continuity events or disruptions. Provided below is a list of files that have been uploaded by the Office of the County Administrator to the external drive. Each file listed below includes the name of the file, a description of the file, and the most recent date the file was uploaded.

Name of File	Description	Date Uploaded

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(8)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	COMMISSIONERS TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS PACKAGE AND ADVERTISEMENT TO CONSTRUCT A SIDEWALK ALONG 1ST AVENUE IN STEINHATCHEE UNDER THE FDOT LOCAL AGENCY PROGRAM.
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: The Board previously approved the Local Agency Program Agreement with the Florida Department of Transportation (FDOT) to construct a sidewalk along 1St Avenue in Steinhatchee from Sunset Place Condos to Riverside Drive.

Recommended Action: Staff recommends that the Board approve the proposed Request for Proposals package and further approve advertising the LAP project to construct a sidewalk along 1St Avenue in Steinhatchee from Sunset Place Condos to Riverside Drive.

Fiscal Impact: FISCAL YR 2024/25 - FDOT EXPENSE: $623,916.00

Budgeted Expense: N/A

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners submitted a request through the Florida Department of Transportation's Transportation Alternatives Program to construct a sidewalk from the west end of Steinhatchee near the Sunset Place Condos eastward to the intersection of 1st Avenue and Riverside Drive where it will interconnect with the to be extended sidewalk included as part of the 1st Avenue South Widening and Resurfacing project.

On September 6, 2022, the Board approved the now complete Local Agency Program (LAP) Design Phase portion of the project. Subsequently, on April 1, 2024, the Board received and approved the proposal from FDOT to fund the project's construction phase. That agreement obligates Taylor County to solicit an approved bid package, begin competitive selection of a construction contractor and ultimately complete the project on or before January 30, 2026. Project Design is complete and authorized for advertisement by FDOT. Under the terms of the funding agreement, Taylor County is responsible for project advertisement, award and managing the construction contract once selection is approved by FDOT.

Options:

1) Accept and approve advertisement of the Request for Proposals package.

2) Reject the Request for Proposals advertisement and state reasons for such denial.

Attachments:

Request for Proposals Package

BID DOCUMENTS

1st Avenue South Sidewalk Project
FDOT LAP Project
Taylor County, Florida
2020-006-OEC

January 2025

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

ELEMENT Engineering Group, LLC.
1713 E. 9th Avenue
Tampa, FL 33605
813.386.2101

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PART 1 – BIDDING REQUIREMENTS

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

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
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Perry, Florida 32347
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(850) 838-3501 Fax

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the ***1st Avenue South Sidewalk (LAP) Project***.

FDOT Pre-qualified contractors in "Sidewalk" construction, desiring to provide the required services, must submit five (5) packages in a sealed envelope or similar package marked "***Sealed Proposal for 1st Avenue South Sidewalk (LAP) Project"*** 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 **February 28, 2025. 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 **March 3, 2025**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

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

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Bid process. The County, in its sole and absolute discretion, reserves the right to waive any minor defects in the process and to accept the lowest responsive and responsible Bidder. **No faxed Proposals will be accepted.**

Additional Information may be obtained from:
Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
850-838-3500

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

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

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

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL.* Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL.* Bid documents for this project are only available via download from the following web site: www.taylorcountygov.com/government/county_bids/index.php.

B. *Bidder/Respondent*-- One who responds to this Solicitation by submitting a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.

C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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 the following Work Class: Sidewalk]

[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*

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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;

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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 not be scheduled for this project. Bidders shall submit all requests for additional information and clarification in writing by email to Engineer at **county.engineer@taylorcountygov.com** by *5:00 P.M.* local time on Friday, February 7, 2025. Engineer will post on the Project Bidding Web site and transmit to all known prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising from such requests on Friday, February 14, 2025. 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 County Engineer via email at county.engineer@taylorcountygov.com. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than the date specified (ten (10) days prior to the date for opening of Bids

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

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

7.03 In the event of conflicting provisions within the Bid Documents and/or Contract Documents, Bidder agrees that the more restrictive requirement or provision as determined by the County shall prevail and be binding.

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. Bidder agrees by responding to this proposal, that such terms have been reviewed prior to responding, and further, that such provisions are uncontested and acceptable.

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.

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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 and prequalification 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.

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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)]

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[F. Valid Business/Contractor Licensing/Registration Information

[G. Proof of current qualification with the Florida Department of Transportation in the following Work Class: Sidewalk]

[H. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)

[I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.]

[J. LAP Certification of Current Capacity (FDOT Form 525-010-46)

[K. Bid Opportunity Form (FDOT Form 375-040-62)

[L. Lobbying Certification (FDOT Form 375-030-33)

[M. Disclosure of Lobbying Activities (FDOT Form 375-030-34)

[N. Non-Collusion Declaration (FDOT Form 575-060-13)

[O. Certification Regarding Debarment and Suspension (FDOT Form 375-030-32)

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

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

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

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

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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.

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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 low responsive and responsible Bidder.

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

- Award to Bidder that has certified it has implemented a drug-free workplace program in accordance with Section 287.087, F.S.
- Years of experience of Prime Contractor or
- Reject all Bids and re-solicit the service.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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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

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24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for ***1st Avenue South Sidewalk Project.*** The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.

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

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BID FORM

1st Avenue South Sidewalk (LAP) Project

2020-006-OEC

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____

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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.

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ARTICLE 5 – BASIS OF BID

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

1st Avenue South Sidewalk (LAP) Project

Total Lump Sum Bid Price	_____	$____
120 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. Certificates of Liability Insurance or Agency Statement

C. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State

D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)

F. Valid Business/Contractor Licensing/Registration Information

G. Proof of current qualification with the Florida Department of Transportation in the following Work Class: Sidewalk

H. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)

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I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.

J. LAP Certification of Current Capacity (FDOT Form 525-010-46)

K. Bid Opportunity Form (FDOT Form 375-040-62)

L. Lobbying Certification (FDOT Form 375-030-33)

M. Disclosure of Lobbying Activities (FDOT Form 375-030-34)

N. Non-Collusion Declaration (FDOT Form 575-060-13)

O. Certification Regarding Debarment and Suspension (FDOT Form 375-030-32)

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

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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 _____

_____

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Phone No. _____ Fax No. _____

SUBMITTED on _____, 20_____.

State Contractor License No. _____. (If applicable)

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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:

1st Avenue South Sidewalk LAP Project
Taylor County, Florida

Contract: The intent of this contract is to secure all labor and equipment required for the 1st Avenue South Sidewalk Project in Taylor County, Florida. This project consists of construction of a typically 5 ft wide concrete sidewalk. The project will also include reshaping ditches, drainage, asphalt paving, sodding, 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: _____

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _ _ _ _ _ _ _ _ _ _ _ _ _ _

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

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

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

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day

of _____, 20 _____

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL SERVICES

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

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

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

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

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

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

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

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

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____
5. Year Firm Established: _____

6. ☐ DBE ☐ Non-DBE

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

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	9. Award Amount, *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	b. Individuals Performing Services (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

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

I, _____, hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

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

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

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

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

EXCEPTIONS:

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

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

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

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

REQUIRED CONTRACT PROVISIONS

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

- Appendix B of 49 CFR Part 29 –

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

Instructions for Certification

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

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

Name of Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

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

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

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

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

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

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

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:

1st Avenue South Sidewalk (LAP) Project: The intent of this contract is to secure all labor and equipment required for the 1st Avenue South Sidewalk (LAP) Project in Taylor County, Florida. This project consists of construction of a typically 5 ft wide concrete sidewalk. The project will also include reshaping ditches, drainage, asphalt paving, sodding, 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:

ELEMENT Engineering Group, LLC.
1713 E. 9th Avenue
Tampa, FL 33605
813.386.2101

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.

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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 90 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 120 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.

B. In the event Contractor disputes the provision and legal applicability of Liquidated Damages as outlined in Paragraph 4.03A, Owner shall assess a penalty in an amount consistent with Paragraph 4.03A pursuant to Florida Statute 336.44.

4.04 Correction Period/Warranty

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

ARTICLE 5 - CONTRACT PRICE

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

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

_____ ($_____)
(words) (numerals)

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

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6.02 Progress Payments; Retainage

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

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

a. 95 percent of Work completed (with the balance being retainage); and

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

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

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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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.

K. Contractor and their subcontractors will comply with Florida Statute, 20.055(5) regarding the Inspector General.

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 54 sheets with each sheet bearing the following general title: *1st Ave South and County Road 361 Sidewalk* [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..

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9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Order(s).

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

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Preference To State Residents – N/A

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

10.06 Public Records Provision

A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:
   a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

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

10.07 Indemnification

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

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

10.08 Conflict of Interest

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

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

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

10.09 Other Provisions

A. This Agreement shall be governed by the Statutes of the State of Florida and Venue of any litigation of disputes arising from this contract shall be exclusively in State Court in and for 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.

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This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: LeWanda Pemberton

Title: County Administrator

[COUNTY SEAL]

Attest: Gary Knowles

Title: Taylor County Clerk of Court

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(Where applicable)

Agent for service or process: _____

_____

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

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EXHIBIT 1

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT 3

Revised 01/2015

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

BID BOND

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

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

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

BID
Bid Due Date: February 28, 2025

Project (Brief Description Including Location): *1st Avenue South Sidewalk (LAP) Project:* The intent of this contract is to secure all labor and equipment required for the 1st Avenue South Sidewalk (LAP) Project in Taylor County, Florida. The project will also include reshaping ditches, drainage, asphalt paving, sodding, 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**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	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): *1st Avenue South Sidewalk (LAP) Project:* The intent of this contract is to secure all labor and equipment required for the 1st Avenue South Sidewalk (LAP) Project in Taylor County, Florida. The project will also include reshaping ditches, drainage, asphalt paving, sodding, 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.)

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

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

CONTRACT
Date:
Amount:
Description (Name and Location): *1st Avenue South Sidewalk (LAP) Project:* The intent of this contract is to secure all labor and equipment required for the 1st Avenue South Sidewalk (LAP) Project in Taylor County, Florida. The project will also include reshaping ditches, drainage, asphalt paving, sodding, 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:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

PART 3 – CONDITIONS OF THE CONTRACT

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

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

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

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

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

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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

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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

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Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

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

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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, "provide" is implied.

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.

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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

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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

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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

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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

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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

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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

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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 required by the Supplementary Conditions;

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 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,

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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, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All

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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

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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*

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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.

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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

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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

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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.

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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.

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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*

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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.

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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.

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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 as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

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

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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

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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, expediters, 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 considered administrative costs covered by the Contractor's fee.

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

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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.

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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

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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

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or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment

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acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

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

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

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

B. *Review of Applications*

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

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

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

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

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

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

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

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

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

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

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

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

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

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

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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.

14.03 *Contractor's Warranty of Title*

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.

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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

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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,

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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

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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.

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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.	*State*	*Statutory*
b.	*Applicable Federal (e.g., Longshoreman's)*	*Statutory*
c.	*Employer's Liability*	*$100,000*

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.	*General Aggregate*	*$1,000,000*
b.	*Products – Completed Operations Aggregate*	*$1,000,000*
c.	*Personal and Advertising Injury*	*$1,000,000*
d.	*Each Occurrence (Bodily Injury and Property Damage)*	*$1,000,000*
e.	*Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.*	
f.	*Excess or Umbrella Liability*	
	1) General Aggregate	*$1,000,000*
	2) Each Occurrence	*$1,000,000*

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 sixty (60%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Florida Department of Environmental Protection or the United States Army Corp of Engineers and any specific requirements therein shall be strictly adhered to, including all requirements for the protection of environmentally sensitive areas, protected species, cultural resources 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:*

      County Engineer - Kenneth Dudley, P.E.
      Public Works Division Director – Hank Evans
      County Administrator - LaWanda Pemberton

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 Claim and Dispute Resolution

This Agreement shall be governed by the Statutes of the State of Florida and Venue of any litigation of disputes arising from this contract shall be exclusively in State Court in and for Taylor County, Florida.

PART 4– SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is constructing a typically 5 ft wide concrete sidewalk along 1st Avenue South under the terms of an FDOT LAP Agreement. Such improvements include reshaping ditches, drainage, asphalt paving, gravity walls, fencing, sodding, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with Division II and III of the FY 2023-24 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and as amended by the contract documents.

2. This project (work and administration) shall be completed in accordance with the latest or referenced edition of the "Florida Department of Transportation (FDOT) Standard Plans for Road and Bridge Construction" and the "FDOT Standard Specifications for Road and Bridge Construction" as amended or supplemented by these specifications, plans and Contract documents. In the event of conflicting provisions within the Bid Documents and/or Contract documents, the more restrictive requirement or provision as determined by the County shall prevail and be binding.

3. FDOT MODIFICATIONS - When "FDOT Standard Plans for Road and Bridge Construction" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Standard Plans for Road and Bridge Construction" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.

4. 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.

5. Refer to Part 5 of the Bid Documents for Local Agency Project (LAP) Supplemental Specification applicable to this project.

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

7. 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. 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.

8. 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.

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. Asphalt Emulsion Prime (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. Correct all Asphalt areas in accordance with FDOT Standard Specification 330-9.5 that are beyond +/-10% of the Target Asphalt Spread Rate, Outside Table 330-3 Cross Slope Tolerances or beyond +/- 3/16" (H/L) as measured by the rolling Straight Edge.

14. SODDING {Performance Turf (SOD)}: Sod shall be rolled Bermuda. Approved areas not readily accessible around Concrete Structure 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 4.5 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border. Bottom (Side Road) D3 sign shall be post mounted. Main-line Road D3 sign will mount on top of Side Road D3 sign with a compliant wind-rated bracket.

17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications. latest edition.

PART 5 – LAP DIVISION 1 SPECIFICATIONS

September 25, 2024
PREPARED BY: D. Gil, PE, Beyer, PE, R. Endrzejewski, PE

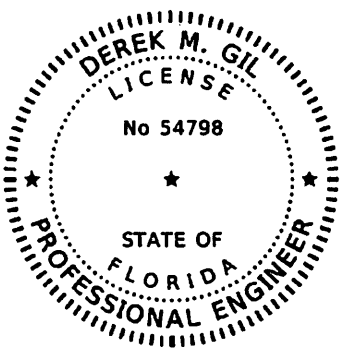
LAP SPECIFICATIONS PACKAGE
FINANCIAL PROJECT ID(S). 435683-3-58-01

TAYLOR COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the FY 2024-25 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

The official record of this package is the electronic file digitally signed and sealed under Rule 61G 15-23.004, F.A.C.



Prepared by:	Derek M. Gil, PE
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Certificate of Authorization Number:	26921
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SUPPLEMENTAL SPECIFICATIONS

LAP DIVISION 1 SPECIFICATIONS.

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

FROM SECTION 1 – DEFINITIONS AND TERMS:

Department Name **Taylor County**

Engineer **Taylor County Engineer or authorized representative.**

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.

(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

FROM SECTION 4 (ALTERATION OF WORK).

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the

Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate

Table 4-1	
Item	Rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4-1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which

a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind

the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify

the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credit to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform

the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any

Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by

the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change,

with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the

extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible,

either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;

18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;

19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

6-5.2.1 Steel and Iron: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of

the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)

7-1.1Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated October 23, 2023 is posted on the Department's website at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in

conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and

the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	County	Associated Work
FL20240282	Taylor	Highway

Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

~~**7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.~~

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

~~**7-24.3 Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:~~

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.~~

~~2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs: and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:
49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20

Estimated Contract Amount	Trainees Required
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to *	
*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.
2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.
3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid

highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training,

is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the

subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No

additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
299,999 and under	$904
$300,000 but less than $2,000,000	$1,685
$2,000,000 but less than $5,000,000	$2,667
$5,000,000 but less than $10,000,000	$3,813
$10,000,000 but less than $20,000,000	$5,021
$20,000,000 but less than $40,000,000	$7,442
$40,000,000 and over	$10,224 plus 0.00005 of any amount over $40 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

FROM SECTION 9 (PARTIAL PAYMENTS).

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments,

and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. **9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for

satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

LAP DIVISION II

120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D). (REV 3-2-22) (FA 7-13-21) (FY 2023-24)

SECTION 120 is deleted and the following substituted:

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security

and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway,
ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ±0.2 foot in depth and ±6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove

soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-½ inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements: Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Table 120-1

Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
   a. All five tests must meet the density required by 120-10.5.
   b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material

in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

Table 120-2

Group	AASHTO Soil Class	Maximum Lift Thickness		Thick Lift Control Test Section Requirements	
		Within Cover Zone	Above Soil Envelope	Within Cover Zone	Above Soil Envelope
1	A-3 A-2-4 (No. 200 Sieve ≤ 15%)	6 inches	12 inches	N/A	Not Needed
2	A-1 A-2-4 (No. 200 Sieve > 15%) A-2-5, A-2-6, A-2-7, A-4, A-5, A-6 A-7 (Liquid Limit < 50)	6 inches without control test section		N/A	Maximum of 12 inches per 120-7.2.1.2

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and

condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent needed for planting.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-7.3;
2) material placed outside the standard minimum slope as specified in 120-7.2.4;
3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original

position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS-D).
(REV 3-2-22) (FA 7-2-21) (FY 2023-24)

SECTION 334 is deleted and the following substituted:

SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1
Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5(1)	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5(1) Friction Mixes: Types FC-9.5 or FC-12.5(1)	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.
Traffic Level D or E can be substituted for Traffic Level C.
Traffic Level C can be substituted for Traffic Level B.
Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 ..... 9.5 mm
Type SP-12.5, FC-12.5 ..... 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

Type SP-9.5, FC-9.5 ..... 1 to 1-1/2 inches
Type SP-12.5..... 1-1/2 to 3 inches
Type FC-12.5 ..... 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt Concrete mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5..... 3/8 to 2 inches
Type SP-12.5..... 1/2 to 3 inches
Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: https://mac.fdot.gov/.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2
Asphalt Binder Grade for Mixes Containing RAP

Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient

evidence that the properties of the mix design have changed, and at his/her discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.

2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.

10. The name of the Construction Training Qualification Program (CTQP) mix designer.

11. The ignition oven and maximum specific gravity (Gmm) calibration factors.

12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway for process control purposes.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3. The minimum ambient temperature requirement may be reduced by 5°F when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3
Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5[1]	65

[1] As an exception, place the mixture at temperatures no lower than 60°F, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55°F when using warm mix technology, if agreed to by both the Engineer and the Contractor.

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table334-4. Notify the Engineer of the rejection immediately.

Table 334-4	
Mix Temperature Master Range Tolerance	
Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ±30 F
Roadway (mix in truck)	Compaction Temperature ±30°F

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control application rate within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 300-2 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)[1]
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09
Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.		

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific

target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.

2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints:. Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the

center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation ($P_{.8}$ and $P_{.200}$) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Table 334-6
Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 1.50
Roadway Density (daily average)	Minimum 91.5% of Gmm
Roadway Density (any single core)	Minimum 88.0 % of Gmm

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-9 Basis of Payment.

334-.1 General: Price and payment will be full compensation for all the work specified under this Section.

344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D). (REV 6-9-2021) (FA 7-2-21) (FY 2023-24)

SECTION 344 is deleted and the following substituted:

SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table [7]				
Class of Concrete	28-day Specified Minimum Compressive Strength (f_c') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd^3)	Target Slump Value (inches) [3]
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I [1]	3,000	0.53	470	3 [2]
I (Pavement)	3,000	0.50	470	1.5 or 3 [5]
II [1]	3,400	0.53	470	3 [2]
II (Bridge Deck)	4,500	0.44	600 [8]	3 [2]
III [4]	5,000	0.44	600 [8]	3 [2]
III (Seal)	3,000	0.53	600 [8]	8
IV	5,500	0.41 [6]	600 [8]	3 [2]
IV (Drilled Shaft)	4,000	0.41	600 [8]	8.5
V (Special)	6,000	0.37 [6]	600 [8]	3 [2]
V	6,500	0.37 [6]	600 [8]	3 [2
VI	8,500	0.37 [6]	600 [8]	3 [2]
VII	10,000	0.37 [6]	600 [8]	3 [2]

Notes:
(1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.
(2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.
(3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.
(4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).
(5) Meet the requirements of Section 350 of FDOT Specifications.
(6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.
(7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.
(8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd^3 and 510 lb/yd^3, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for

approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).
4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.
5. A copy of the documentation certifying the admixture weighing/measuring devices.
6. Aggregate moisture control records including date and time of test.
7. Manufacturer's mixer information.
8. Certification documents for admixture weighing and measuring dispensers.
9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (INDIGO SNAKE).
(REV 5-25-17) (FA 6-13-17) (FY 2023-24)

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that eastern indigo snake (*Drymarchon corais couperi*) habitat exists in the project limits. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at: Eastern Indigo Snake Conservation | U.S. Fish & Wildlife Service (fws.gov).

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

PART 6 – PERMITS

SUWANNEE RIVER
WATER MANAGEMENT DISTRICT

Minor Modification

PERMITTEE:
Kenneth Dudley
Taylor County
201 East Green Street
Perry, FL 32347

PERMIT NUMBER: ERP-123-247146-1
DATE ISSUED: September 17, 2024
DATE EXPIRES: September 17, 2029
COUNTY: Taylor
TRS: T9S, R9E, S26

PROJECT: 1st Ave SE

Upon completion, the approved entity to which operation and maintenance may be transferred pursuant to rule 62-330.310 and 62.330.340 or 40B-4.1130, Florida Administrative Code (F.A.C.) shall be:

Kenneth Dudley
Taylor County
201 East Green Street
Perry, FL 32347

Based on the information provided to the Suwannee River Water Management District (District), the above mentioned has met the qualifications found in subsection 62-330.051(4)(c), F.A.C., subsection 62-330.315, F.A.C. and the Environmental Resource Permit Applicant's Handbook Volume I Section 6.2.1 and qualifies for a minor modification of the existing permit. This minor modification is hereby in effect for the activity description below:

The previous permit, ERP-123-241556-1, authorized the widening and resurfacing of 1.24 miles of roadway on 1st Ave SE in Taylor County, including 0.8066 acres of wetland impacts. This minor permit modification authorizes the addition of 0.04 acres of additional mitigated wetland impacts. The proposed activity is for the road widening and sidewalk addition, which have been determined to be exempt in accordance with subsection 62-330.051(4)(c), F.A.C. The project shall be constructed according to the plans certified by Heather Rocha, P.E. of ELEMENT Engineering Group, LLC on January 26, 2024, and the application package submitted on or before August 22, 2024.

The permittee shall adhere to all permit conditions and/or requirements as well as perform any required reporting, monitoring, or inspections in accordance with the original permit.

This authorization does not exempt you from obtaining permits from any other regulatory agency. Any modifications to the authorized plans shall require reconsideration by the District prior to commencement of construction.

Approved by: _____
District Staff

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
415 RICHARD JACKSON BOULEVARD, SUITE 411
PANAMA CITY BEACH, FLORIDA 32407

March 19, 2024

Regulatory Division
North Permits Branch
Panama City Permits Section
SAJ-2023-02578(NW-KAB)

Kenneth Dudley
Taylor County
201 East Green Street
Perry, Florida 32347
Sent via email: county.engineer@taylorcounty.gov

Dear Kenneth Dudley:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on October 31, 2023. Your application was assigned file number SAJ-2023-02578. A review of the information and drawings provided indicates that the proposed work will result in impacts to jurisdictional ditches connected to the Steinhatchee River, a water of the United States. The project involves placing clean fill within 0.05 acre of jurisdictional ditches for the construction of a sidewalk along the north side of First Avenue South. The activities subject to this permit are authorized pursuant to authorities under Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located adjacent to the Steinhatchee River at First Avenue South in Section 26, Township 9 South, Range 9 East, Steinhatchee, Taylor County, Florida.

Your project, as depicted on the attached drawings, is authorized by Nationwide Permit (NWP) 18 (Minor Discharges). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book web page for links to view NWP information at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the

Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for the NWP, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions:

1. The time limit for completing the authorized work ends on **March 14, 2026**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form and forward a copy to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Address**: The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2023-02578(NW-KAB), on all submittals.

2. **Commencement Notification**: Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall submit a completed "Commencement Notification" Form (Attachment A).

3. **As-Built Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification by Professional Engineer or Surveyor" form (Attachment B) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer or surveyor and include the following:

a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with an overlay of the work as constructed. The plan view drawing should show all existing water management structures and the completed structures, dredge/fill activities, and wetland impacts.

b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification by Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification by Professional Engineer" form does not constitute approval of any deviations by the Corps.

c. The Department of the Army permit number on all sheets submitted.

4. **Posting of Permit**: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

5. **Cultural Resources/Historic Properties**:

a. No structure or work shall adversely affect, impact, or disturb properties listed in the *National Register of Historic Places* (NRHP), or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be

limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with native cultures or early colonial settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps at the addresses listed in the **Reporting Address Special Condition** within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

6. **Erosion Control**: Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

7. **Fill Material**: The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.

8. **Eastern Indigo Snake Protection Measures and Inspection**: Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013, as provided in Attachment C of this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows,

active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at http://myfwc.com/gophertortoise. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

9. **Wetland Avoidance Areas**: The remaining 0.50 acre of jurisdictional wetlands, as shown in the project drawings, were avoided in accordance with the Section 404(b)(1) guidelines and Public Interest Review. Any proposed discharge of dredged or fill material to these areas would require re-evaluation for the Department of Army authorization.

10. **Notice of Permit**: The Permittee shall complete and record the "Notice of Department of the Army Authorization" form (Attachment D) with the Clerk of the County Court, Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest in real property within the county of the authorized activity. No later than 90 days from the effective date of this permit, the Permittee shall provide a copy of the recorded Notice of Permit to the Corps clearly showing a stamp from the appropriate official indicating the book and page at which the Notice of Permit is recorded in the official records and the date of recording.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at https://regulatory.ops.usace.army.mil/customer-service-survey/. Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this verification letter or have issues accessing the documents referenced in this letter, please contact Kelly Bunting at the Panama City Permits Section by telephone at 850-763-0717, extension 2, or by email at Kelly.A.Bunting@usace.army.mil.

Sincerely,

Kelly Bunting

Kelly Bunting
Project Manager

Enclosures
CC: Heather Rocha, ELEMENT, Agent
Logan Shappell, DRMP Inc., Agent

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2023-02578(NW-KAB)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)



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DRMP
DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814
Phone: 407-896-0594
Fax: 407-896-4836

1st Ave South and County Road 361 Sidewalk

FPID No. 435683-3

Taylor County, FL

Wetland Boundary Map

Figure 4

DATE	DRAWN	PROJECT NUMBER
August 2023	BY: L Shappell	23-0016.000

Date Source:
Wetland Boundary: DRMP 2023
Imagery: ESRI 2023



Path: P:\GIS\23-0016.000_1st_Avenue_South\1st_Avenue_South\1st_Avenue_South.aprx

DRMP DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL 32814 Phone: 407-896-0594 Fax: 407-896-4836			1st Ave South and County Road 361 Sidewalk FPID No. 435683-3 Taylor County, FL	Wetland Impact Map Date Source: Wetland Boundary: DRMP 2023 Imagery: ESRI 2023	Figure 5
DATE: August 2023	DRAWN BY: L Sheppell	PROJECT NUMBER: 23-0016.000			

WETLAND IMPACT TABLE
Wetland 1 - Completely impacted and mitigated for under SRWMD Project No. 233709-3 and USACE Permit No. SAJ-2019-01241 (SP-LSL).

SURFACE WATER IMPACT TABLE	
SURFACE WATER	DIRECT IMPACT (ACRES)
OSW 1	0.00
OSW 2	0.03
OSW 3	0.00
OSW 4	0.00
OSW 5	0.00
OSW 6	0.00
OSW 7	0.00
OSW 8	0.01
OSW 9	<0.01
OSW 10	0.00
OSW 11	0.23

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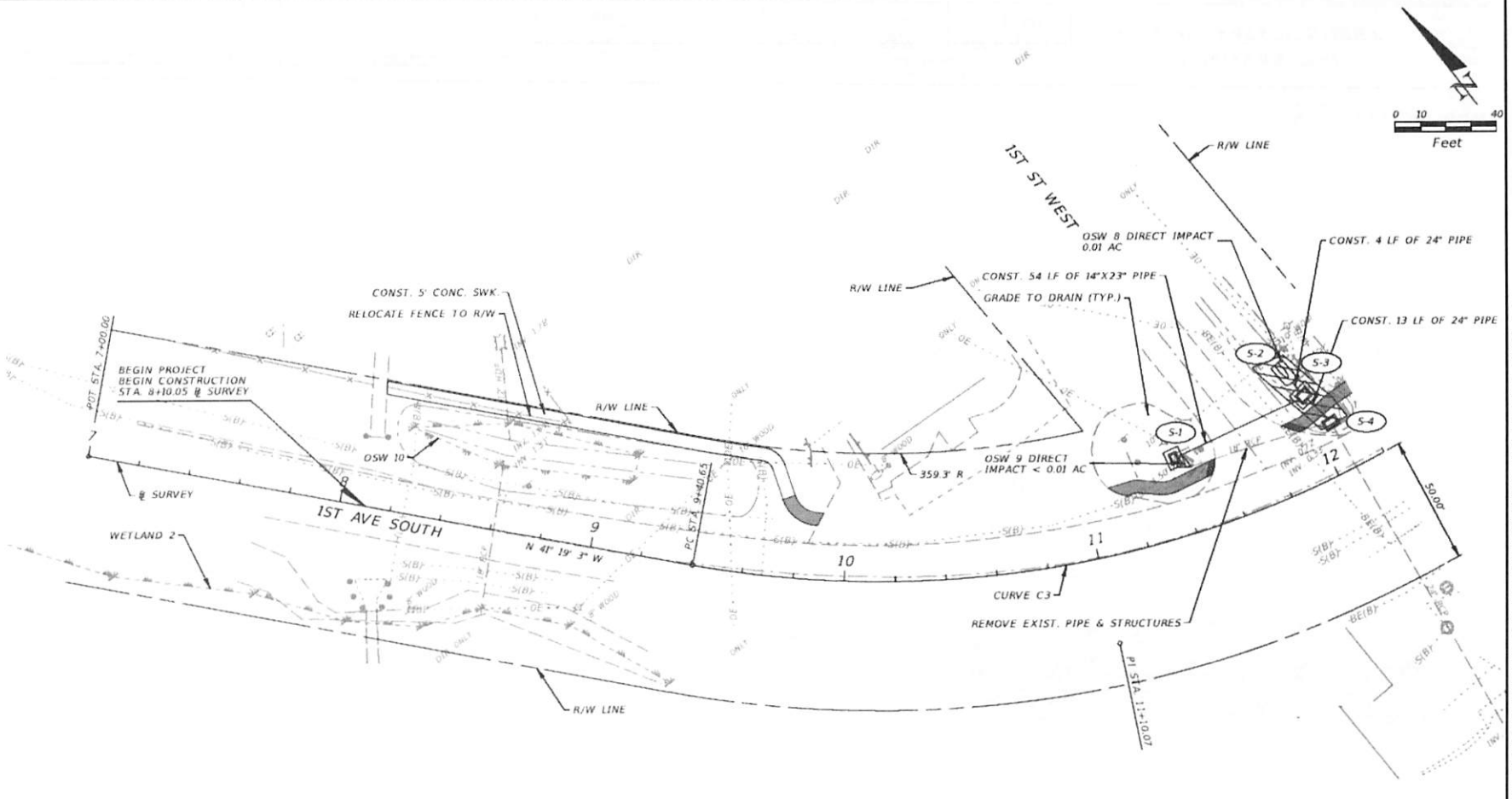
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

ENVIRONMENTAL CONSIDERATION SHEET

SHEET NO. 1



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

ENVIRONMENTAL CONSIDERATION SHEET

SHEET NO. 2

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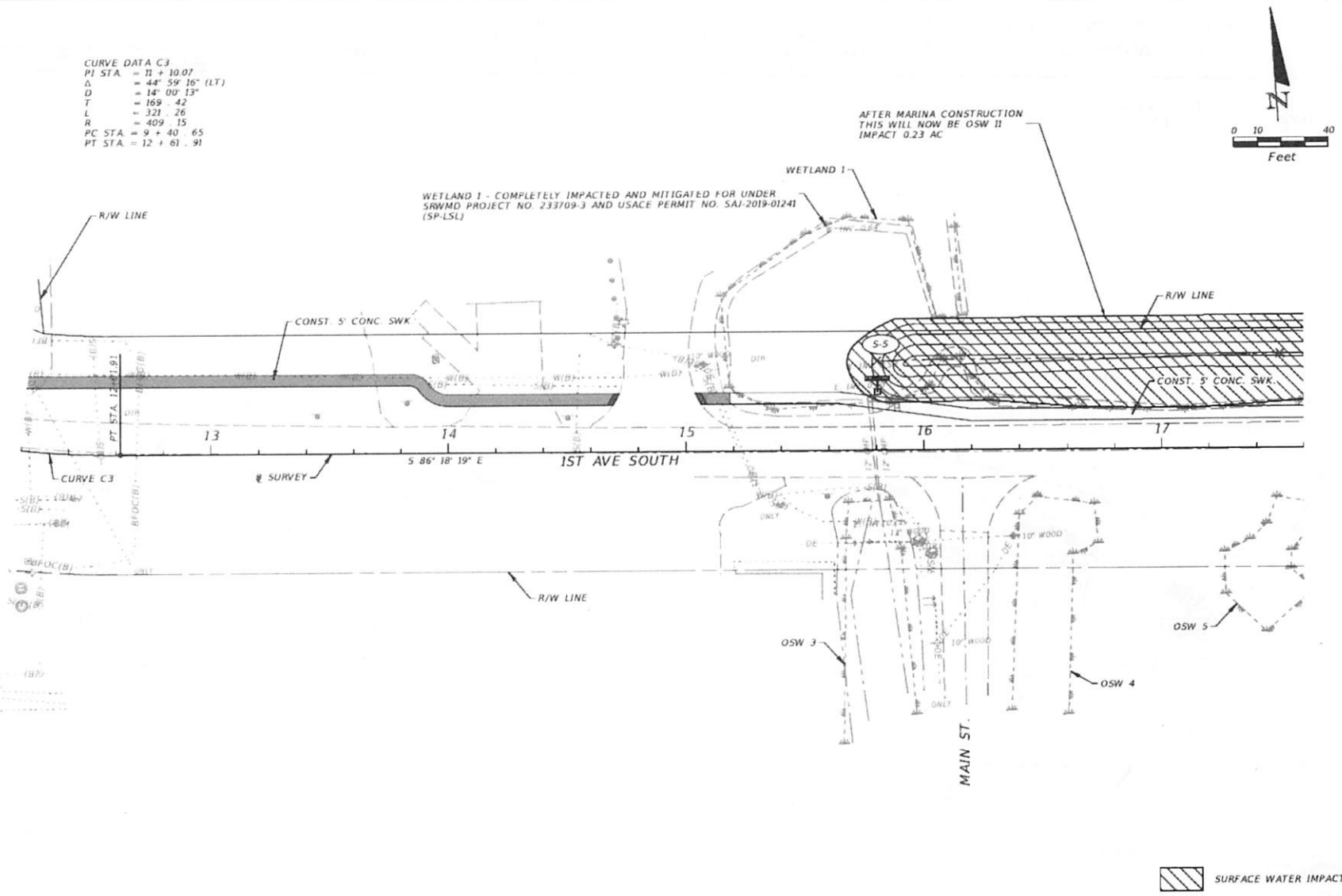

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

ENVIRONMENTAL CONSIDERATION SHEET

SHEET NO. 3

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tmounir

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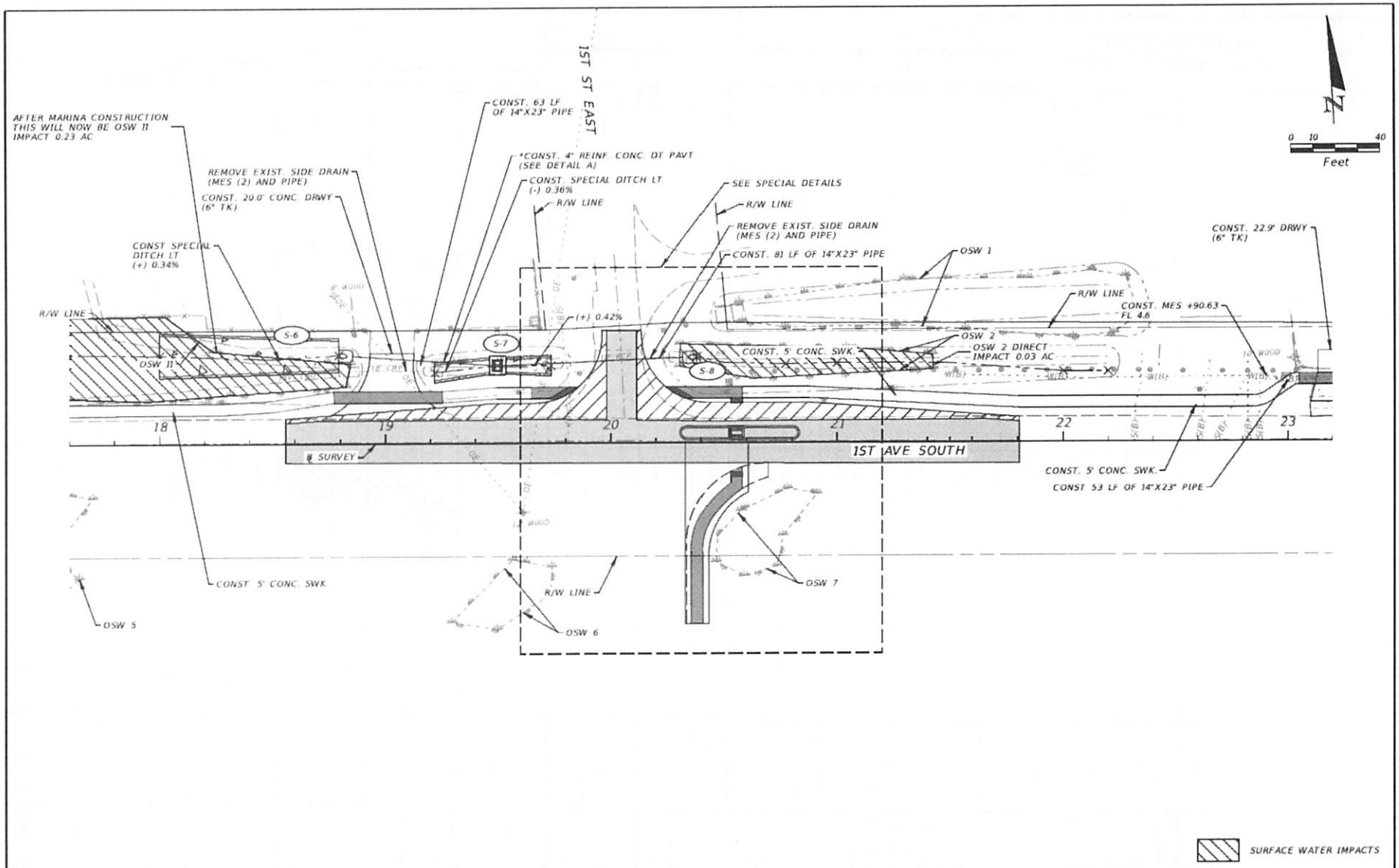

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

ENVIRONMENTAL CONSIDERATION SHEET

SHEET NO. 4

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E
P.E. LICENSE NUMBER 60378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY
PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

FLOODPLAIN IMPACT CROSS SECTIONS

SHEET NO. 20

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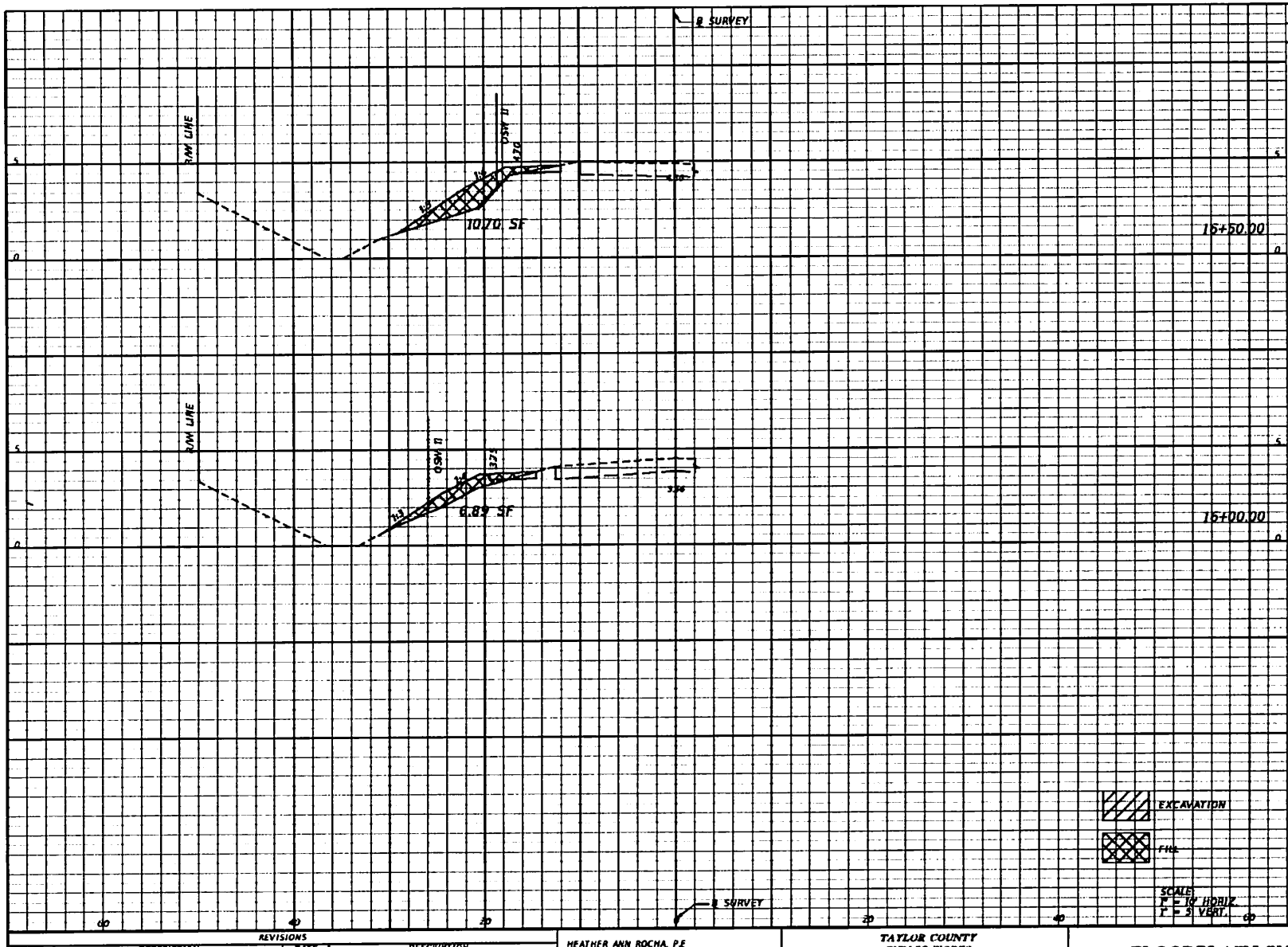

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY
PUBLIC WORKS

ROAD NO	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

FLOODPLAIN IMPACT CROSS SECTIONS

SHEET NO. 23

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY
PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

FLOODPLAIN IMPACT CROSS SECTIONS

SHEET NO. 24

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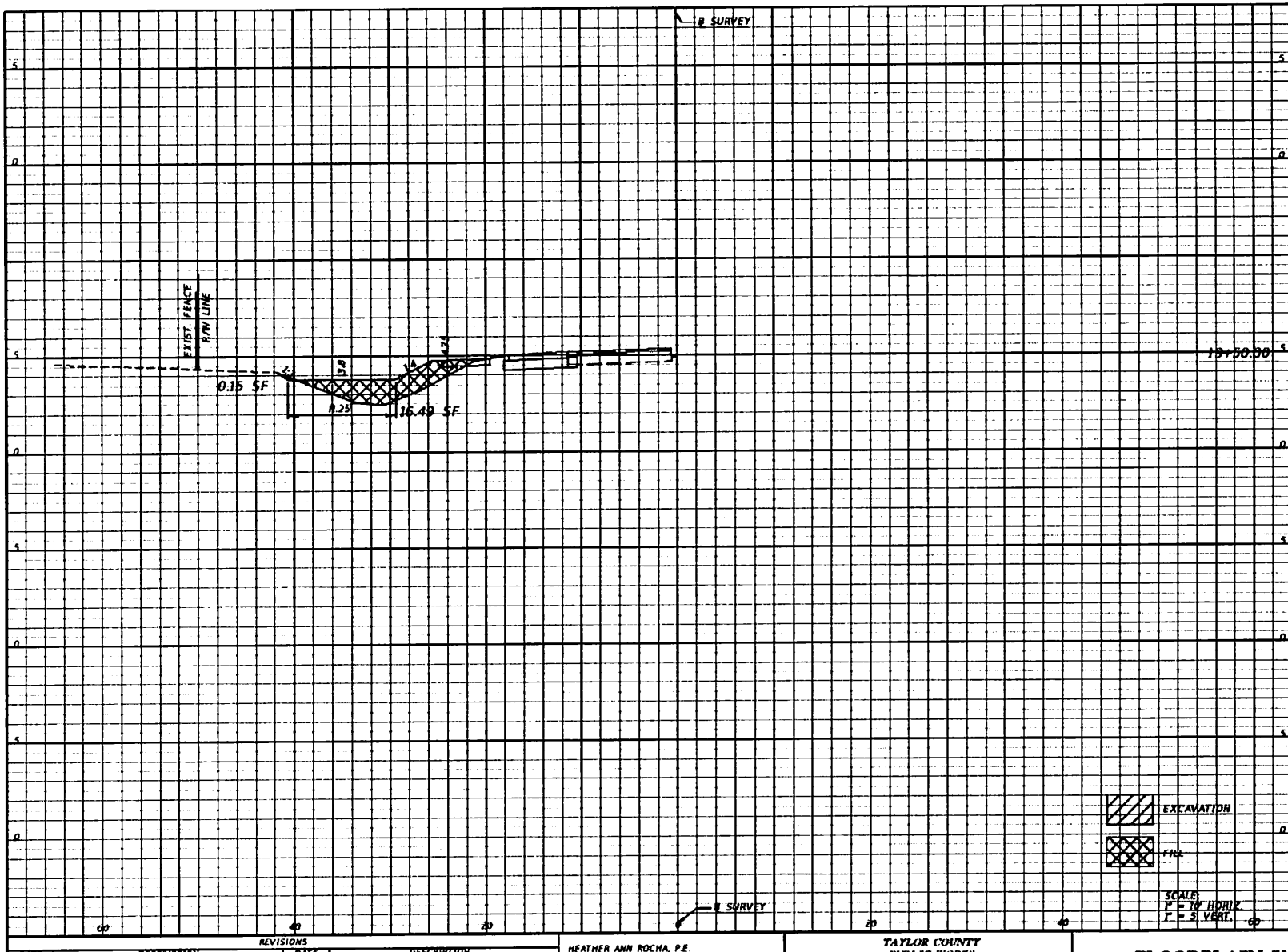

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY
PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

FLOODPLAIN IMPACT CROSS SECTIONS

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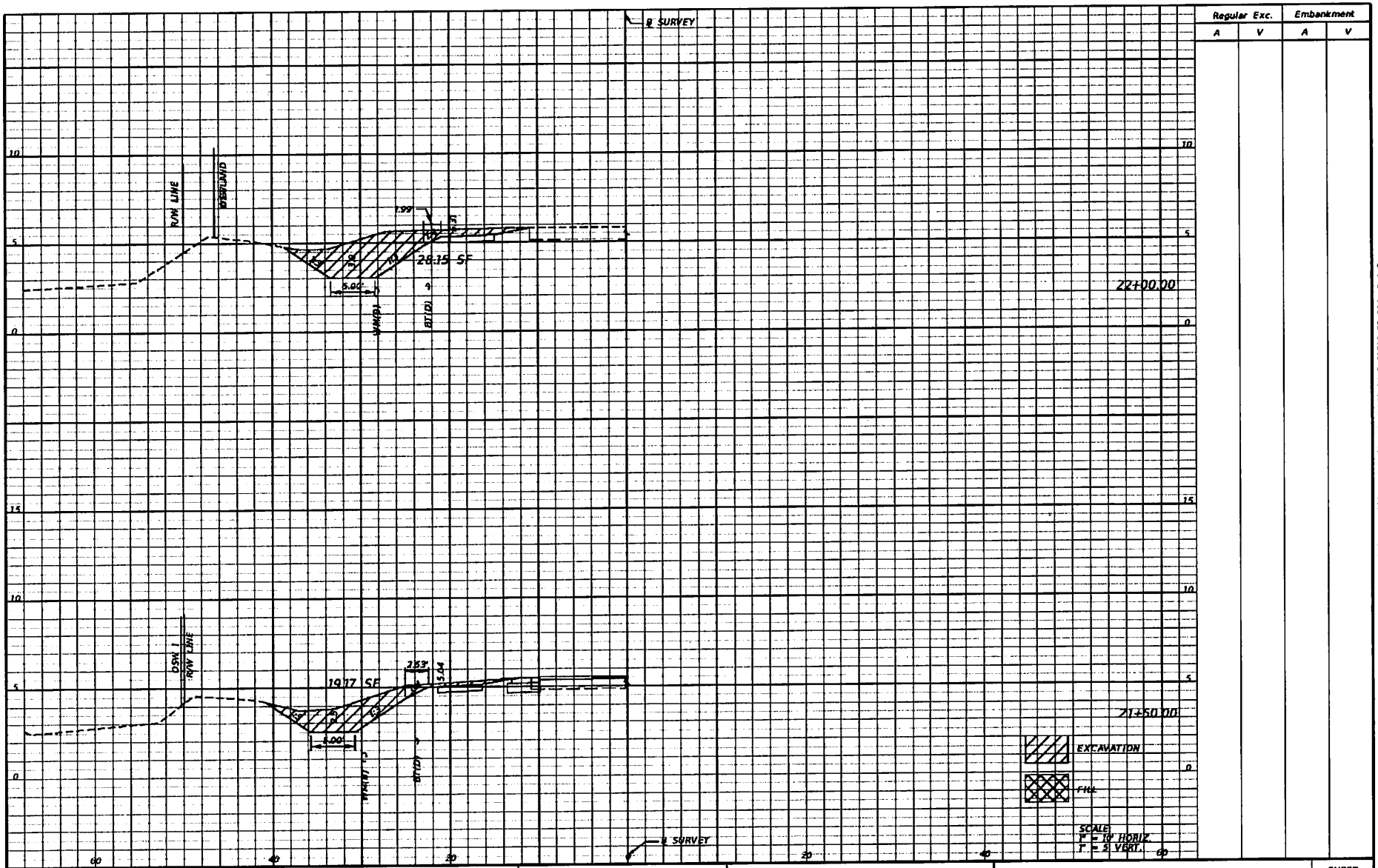

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY
PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

FLOODPLAIN IMPACT CROSS SECTIONS

SHEET NO. 27

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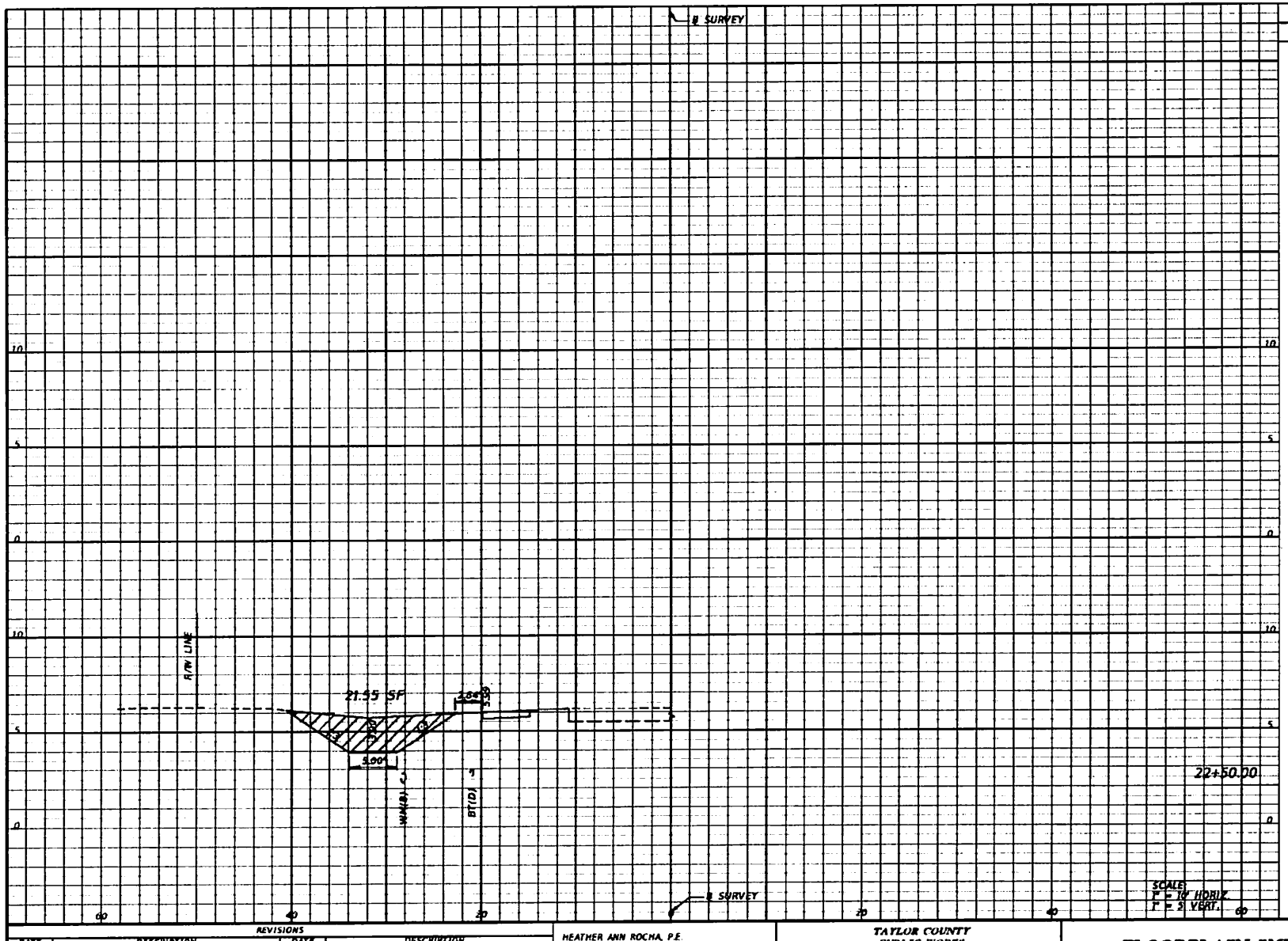

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY
PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

FLOODPLAIN IMPACT CROSS SECTIONS

SHEET NO. 28

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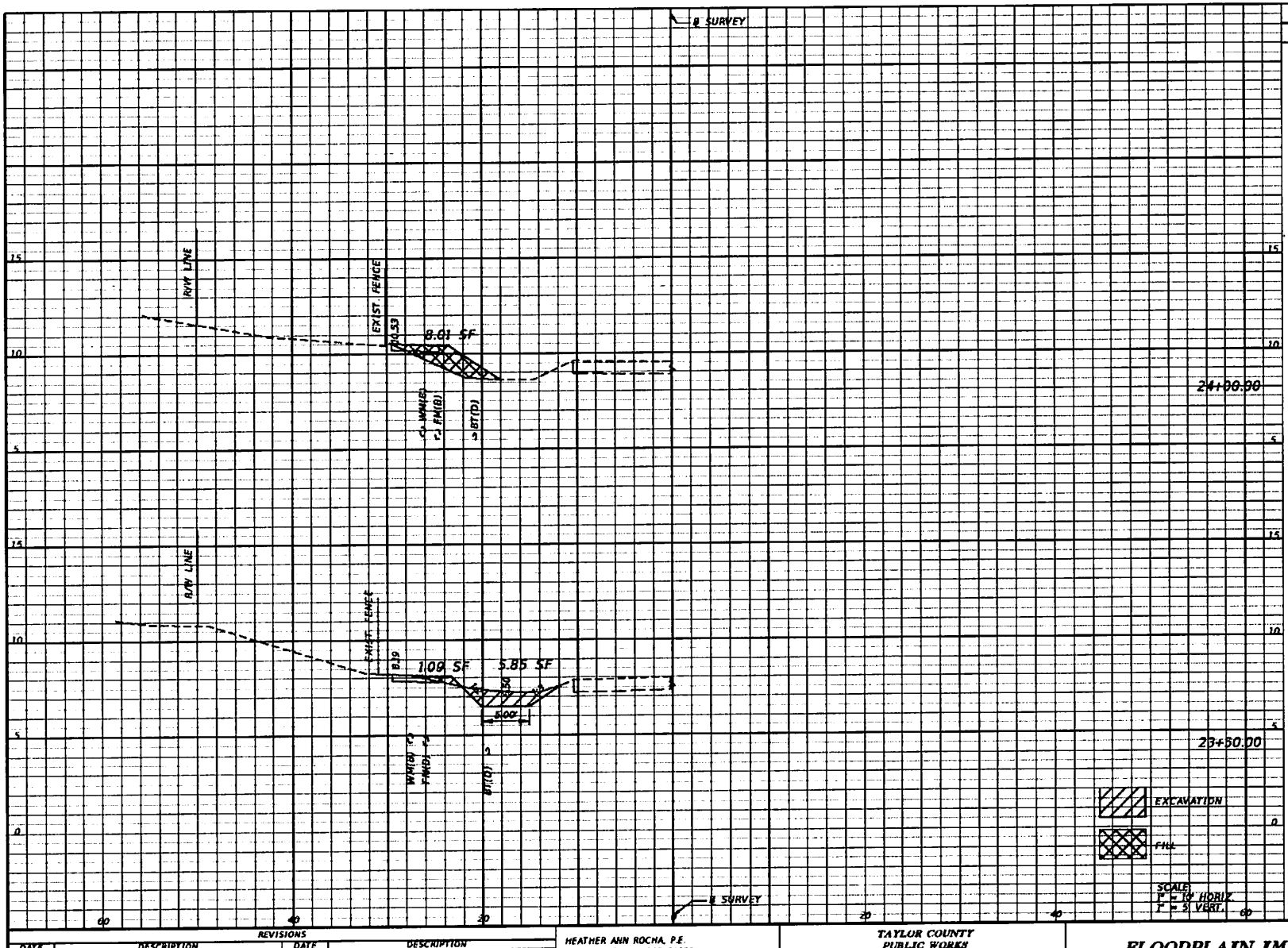

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

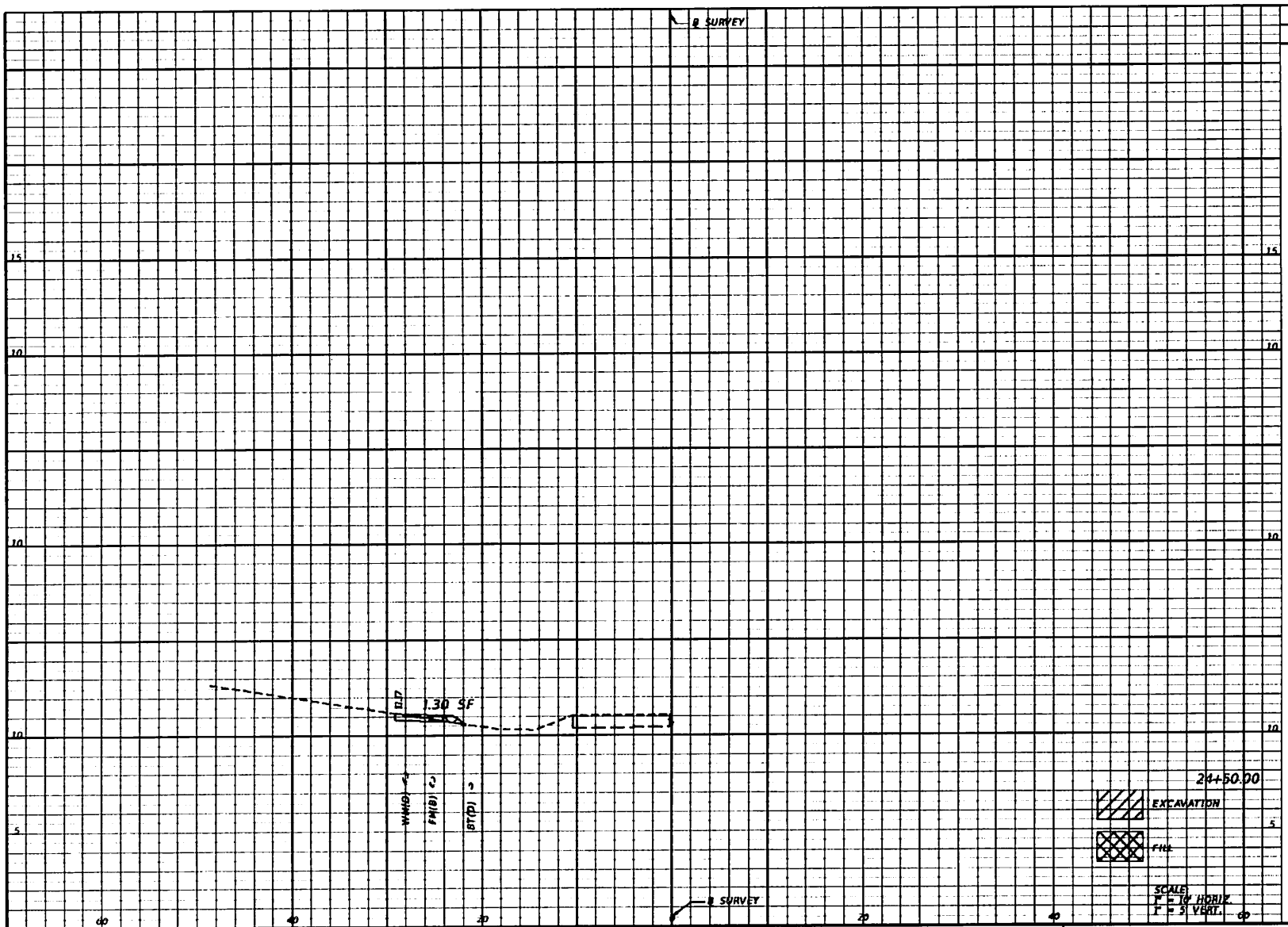
TAYLOR COUNTY
PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

FLOODPLAIN IMPACT CROSS SECTIONS

SHEET NO. 29

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY
PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683 3-58-01

FLOODPLAIN IMPACT CROSS SECTIONS

SHEET NO. 30

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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COMMENCEMENT NOTIFICATION

Within ten (10) days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) ***or*** *by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number**: SAJ-2023-02578(NW-KAB)

2. **Permittee Information**:

   Name: _____

   Email: _____

   Address: _____

   _____

   Phone: _____

3. **Construction Start Date**: _____

4. **Contact to Schedule Inspection**:

   Name: _____

   Email: _____

   Phone: _____

_____
Signature of Permittee

_____
Printed Name of Permittee

_____
Date

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502. If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3131.

1. Department of the Army Permit Number: SAJ-2023-02578(NW-KAB)

2. Permittee Information:

Name: _____

Address: _____

_____

3. Project Site Identification (physical location/address):

_____

_____

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

_____ _____

Signature of Engineer Name (*Please type*)

_____ _____

(FL, PR, or VI) Reg. Number Company Name

_____ _____ _____

City State ZIP

(Affix Seal)

_____ _____

Date Telephone Number

ATTACHMENT B (2 PAGES)

Date Work Started:_____ Date Work Completed:_____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or "approval" from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or "approval" from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11" x 17" or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A <u>LIVE</u> EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A <u>DEAD</u> EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.

2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.

3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.

ATTACHMENT C (3 PAGES)

Prepared by:
Permittee: _____
Address: _____
_____
Phone:_____

NOTICE OF DEPARTMENT OF THE ARMY PERMIT

TAKE NOTICE the U.S. Army Corps of Engineers (Corps) has issued Department of the Army Permit SAJ-2023-02578 to Mr. Kenneth Dudley, Taylor County (Permittee) on March 19, 2024, authorizing impacts to waters of the United States (including wetlands) in accordance with Section 404 of the Clean Water Act on a parcel of land known as Folio/Parcel ID: _____ encompassing _____ acres located within a portion of Section _____, Township _____ south, Range _____ east, _____, _____ County, Florida.

Within 30 days of any transfer of interest or control of that portion of the premises containing the area authorized to be filled (or any portion thereof), the Permittee must notify the Corps in writing of the property transfer by submitting the completed permit transfer page of the permit. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the area authorized to be filled (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any works, including dredging or filling, without first having obtained a permit from the Corps in the purchaser's name.

The subject Permit concerns only that portion of the property determined to fall within the jurisdiction of the Corps and this notice is applicable only to those portions of the subject property containing areas authorized to be filled and wetland mitigation/conservation areas subject to the Permit.

Conditions of the Permit: The Permit is subject to General Conditions and Special Conditions which may affect the use of the subject property. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

To obtain a copy of the permit in its entirety submit a written request to:
U.S. Army Corps of Engineers
Regulatory Division - Special Projects & Enforcement Branch
Post Office Box 4970
Jacksonville, Florida 32232-0019

Questions regarding compliance with these conditions should be directed to:
U.S. Army Corps of Engineers
Enforcement Section
Post Office Box 4970
Jacksonville, Florida 32232-0019

Conflict Between Notice and Permit
This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice is Not an Encumbrance
This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release
This Notice may not be released or removed from the public records without the prior written consent of the Corps.

This Notice of Permit is executed on this _____ day of _____, 20____. This document is being submitted for recordation in the Public Records of _____ County, Florida as part of the requirement imposed by Department of the Army Permit No SAJ-2021-02276 issued by the Corps.

Permittee:
_____
Address:
_____
_____
____
Phone:_____
___

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

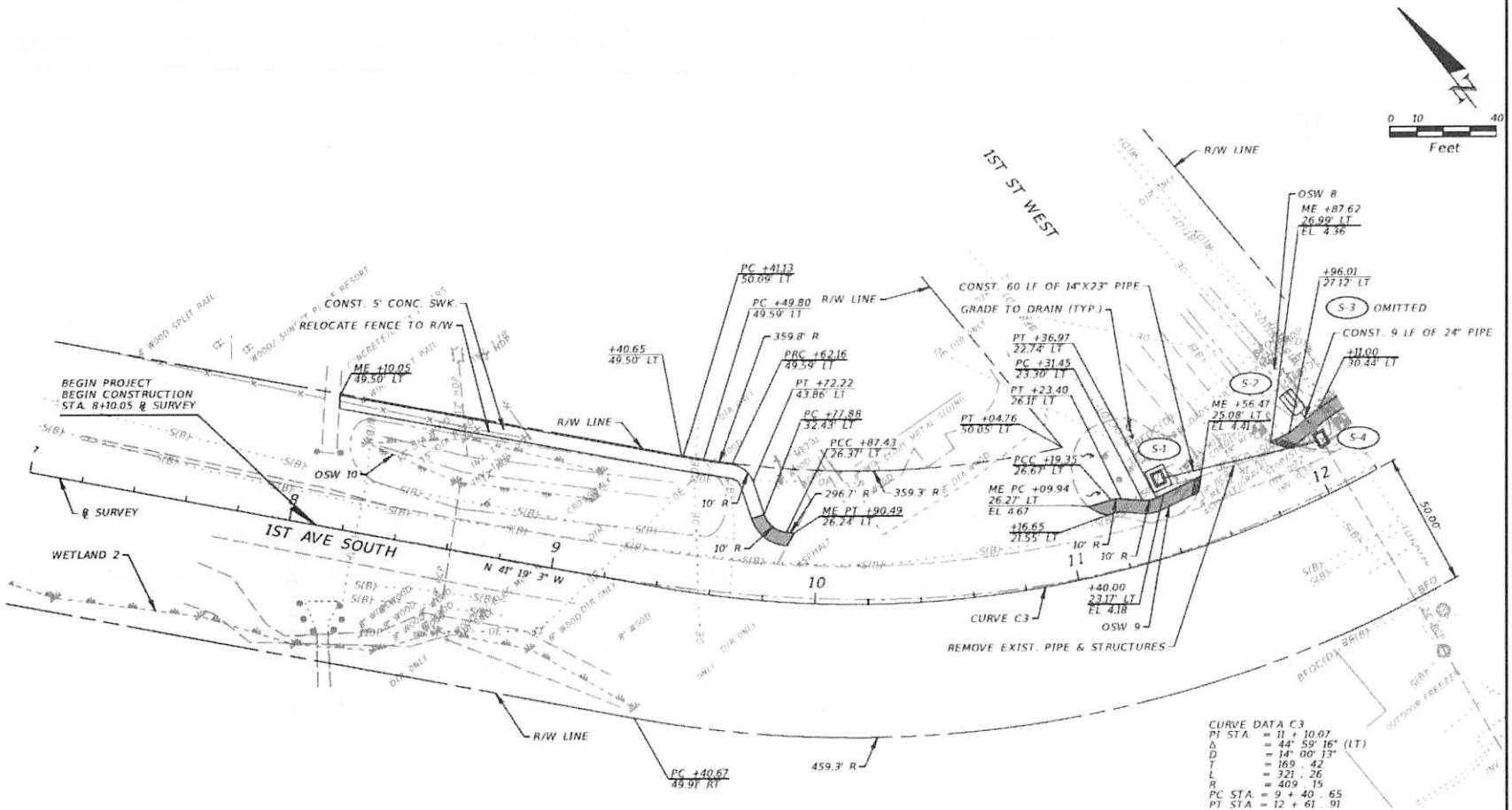
_____
Notary Public

(seal)

_____
Print

My Commission Expires_____

PART 7 – DRAWINGS (BOUND SEPARATELY)



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

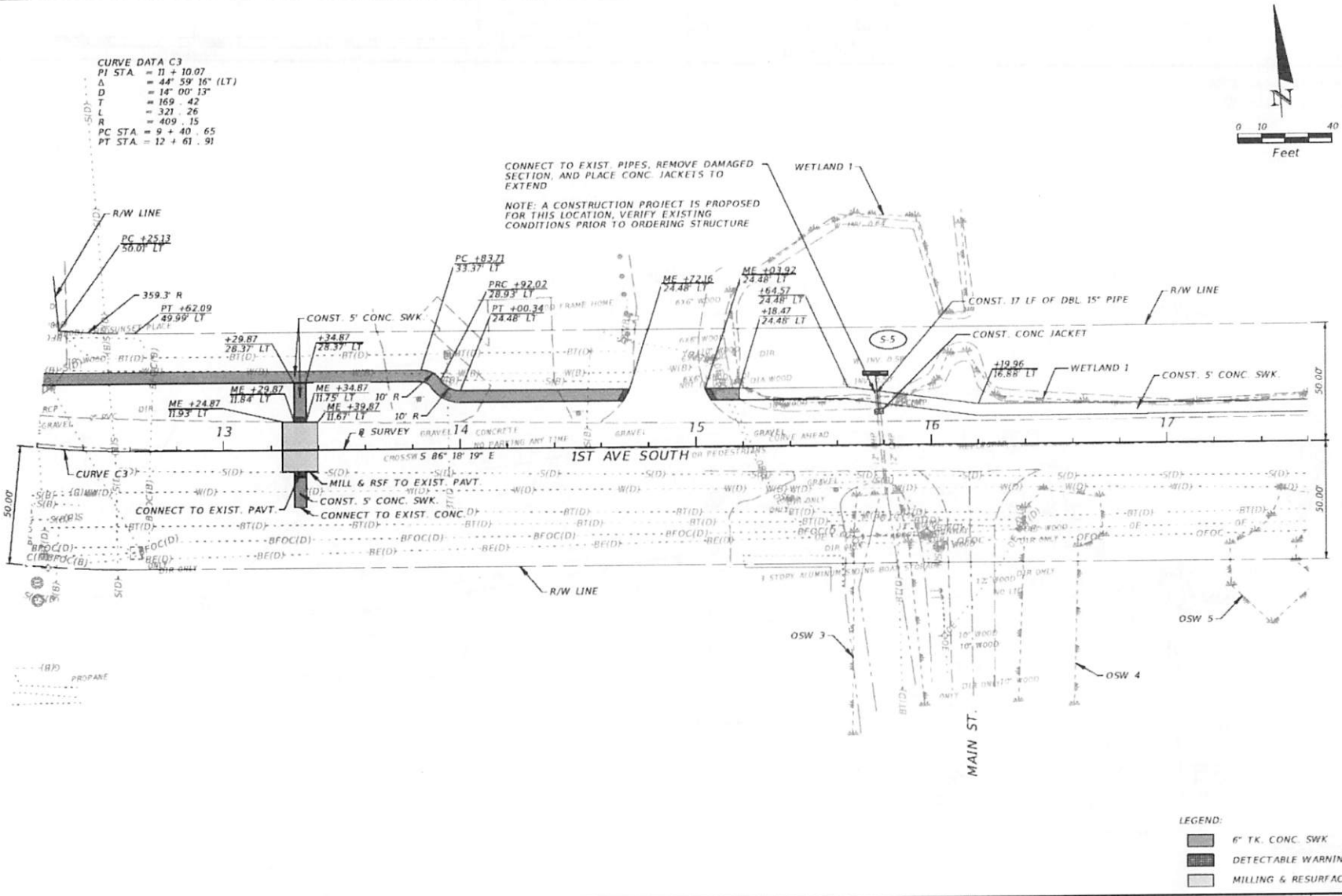
TAYLOR COUNTY
PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

ROADWAY PLANS

SHEET NO. 9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY
PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

ROADWAY PLANS

SHEET NO. 10

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

tmounir

3/21/2024 2:18:43 PM Default

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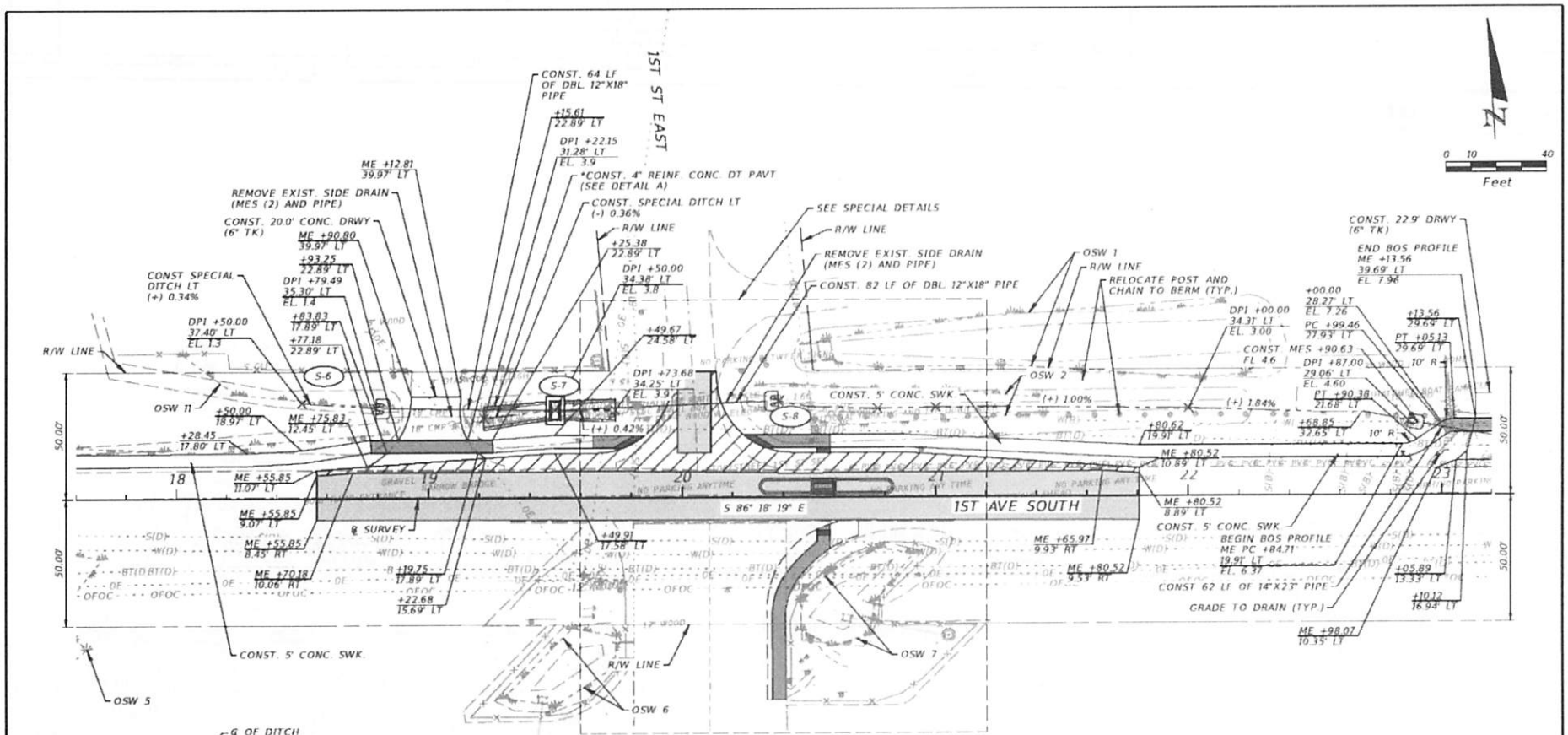
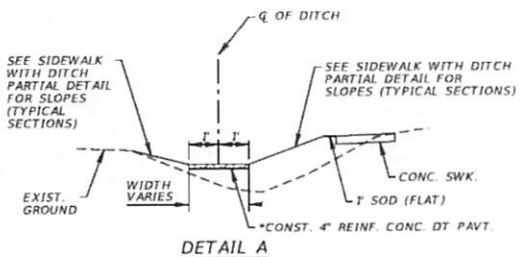




DETAIL A
NTS

* REINFORCE WITH 6"x6" W2.5"x2.5" WWR PLACED IN THE MIDDLE OF THE SLAB

LEGEND
- 6" TK. CONC. SWK
- WIDENING
- DETECTABLE WARNING
- MILLING & RESURFACING

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

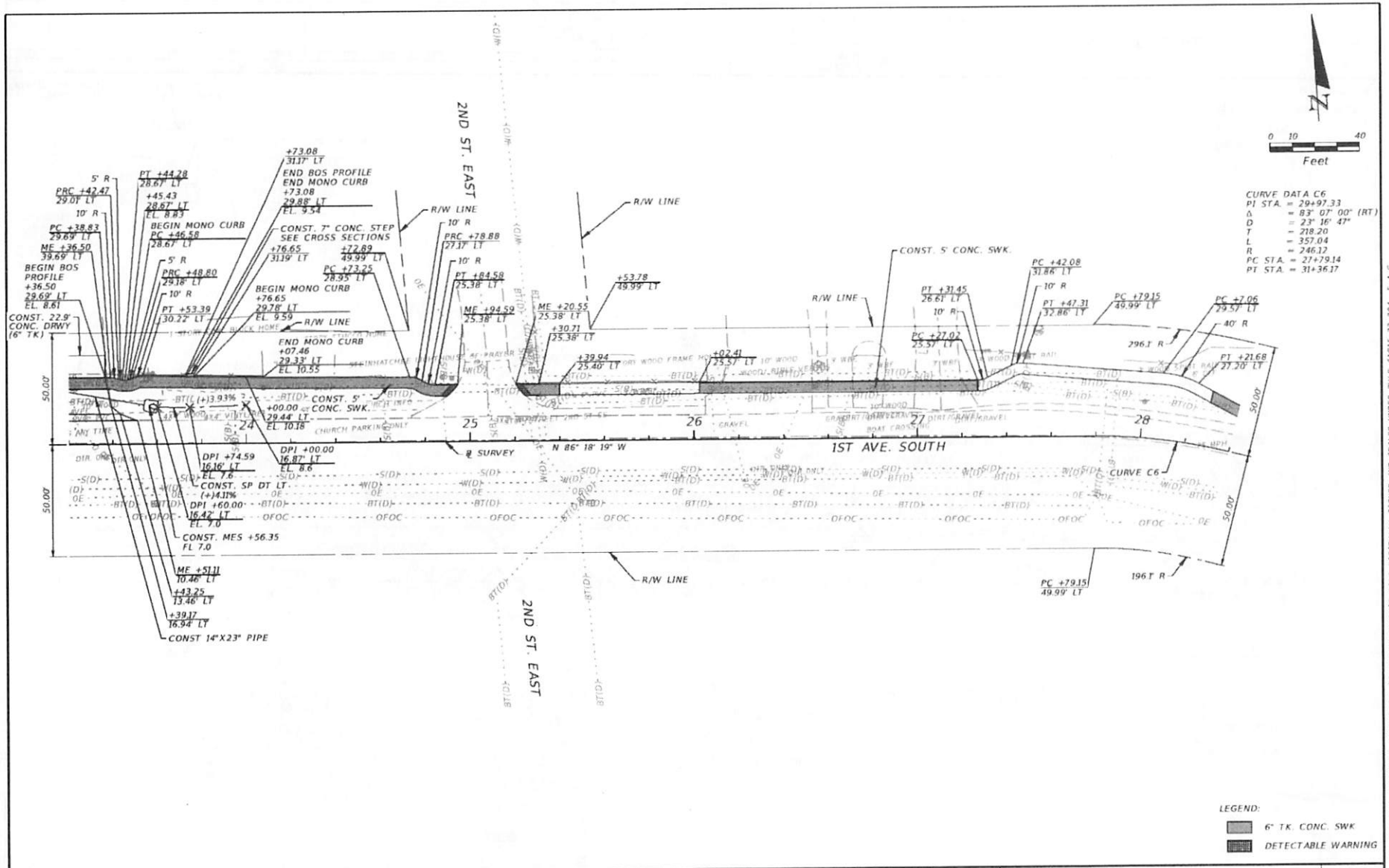
TAYLOR COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

ROADWAY PLANS

SHEET NO. 11

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

ROADWAY PLANS

SHEET NO. 12

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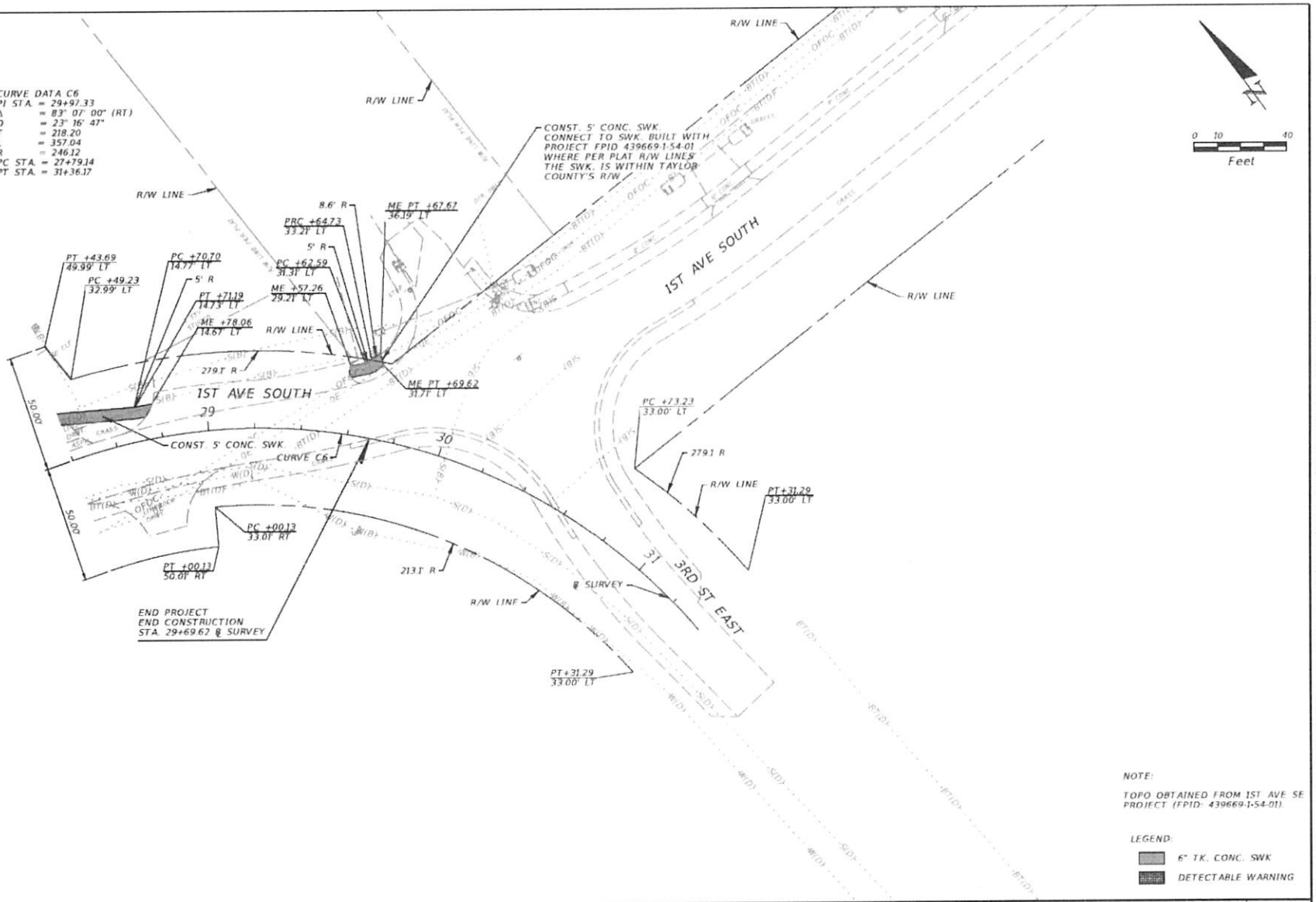

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HEATHER ANN ROCHA, P.E.
P.E. LICENSE NUMBER 80378
ELEMENT ENGINEERING GROUP
1713 E. 9th AVENUE
TAMPA, FL 33605

TAYLOR COUNTY PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	TAYLOR	435683-3-58-01

ROADWAY PLANS

SHEET NO. 13

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

(9)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve the Response to the Florida Housing Finance Corporation SHIP Monitoring Review as prepared by Accenture (Anser Advisory), the firm the County contracts with to administer the SHIP Program.
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: Board to approve the Response to the SHIP Monitoring Review.

Recommended Action: Approve the Response to the SHIP Monitoring Review.

Fiscal Impact: The County receives $350,000 annually in SHIP funds for the rehabilitation and/or demolition of qualified low to moderate income homeowners or to provide first time homebuyers down payment assistance. The County received $3.1M in HHRP SHIP funds for disaster recovery from Hurricane Idalia and $162,000 from Hurricane Helene.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County had a SHIP Monitoring Review by Florida Housing Finance in November 2024. Upon completion of the monitoring, the County was required to respond to findings in the files of Carolyn Florence who received assistance in the amount of $145,499,15. Florida Housing Finance has been provided copies of the Expenditure Audit Trail documenting the amount expended on the home of Ms. Florence. In addition, Ms. Florence makes monthly payments on two life insurance policies, and this was not counted as income. Though this was an error, it would not have disqualified Ms. Florence from receiving assistance.

Attachments: Response to the SHIP Compliance Monitoring Review.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court
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

January 21, 2025

Robin Fowler
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301-1329

RE: Taylor County Compliance Monitoring Review - SHIP Fiscal Year 2021-22

Dear Mr. Fowler,

The Taylor County Board of County Commissioners reviewed and approved the response to the Florida Housing Finance Corporation SHIP Compliance Monitoring Review at the January 21, 2025, regularly scheduled Board meeting. The response was prepared on behalf of the County by Accenture (Anser Advisory) who contracts with the County to administer the SHIP Program.

This item was approved by a majority vote of the Board of County Commissioners. Attached to this letter is the Taylor County Board of County Commissioners response to the SHIP Compliance Monitoring Review. Please review our response as we have researched this issue closely and hope that you will concur with our response.

Respectfully,

_____

Jamie English
Chairman, Taylor County BOCC

Attachment

Observation #:	1		
Income Eligibility Activity:	**Verification of Assets**		
Client Name	Funding Source	Fiscal Year	Strategy
Carolyn F	SHIP	2021-22	Demo / Reconstruction

Observation:

The Buckeye Federal Credit Union statements indicate monthly premium payments to two Life Insurance Companies, United of Omaha and United Life. Life insurance policies do not appear on the application and are not included on the income certification. No other documentation is found in the household file to explain why these accounts were not verified.

Recommendation:

The cash value of life insurance policies, excluding term life insurance, that are available to the individual before death are considered assets that should be included in the determination of income eligibility. The LG and/or the sub recipient should determine whether these policies meet these criteria, and if so, verifications should be obtained, and the household's eligibility re-determined. Copies of these verifications should accompany the LG's response to this report.

LG Response:

cash value e eligibi New HOTMA changes will be in effect by July 1, 2025.

Observation #:	2		
Program Activity:	**Reconciling Total Project Expenditures**		
Client Name		Fiscal Year	
Carolyn F	SHIP	2021-22	Demo / Reconstruction
Observation:			
While both the general ledger and the household file indicate a total assistance amount of $145,499.15, a tracking received on 11.6.2024 indicates a total expenditure amount of $119,346.32, leaving a variance of $26,152.83 that cannot be reconciled.			
Recommendation:			
The LG and/or its sub recipient must ensure that all project expenditures are properly tracked and reconciled to the general ledger.			
LG Response:			

Observation #:	3		
Monitoring Activity:	**Verification of Assets**		
Edwina J	SHIP	2021-22	Demo / Reconstruction
Observation:			
The homeowner has a federal benefits Direct Express Debit Card through Comerica Bank on which her monthly SSI benefits are deposited. Per HUD guidance, these are treated as savings accounts, so the determination of household income would include only the most recent balance of the account. The most recent statement found in the file is for the month of September 2022, when the account had a negative balance of $16.53. The account would be considered to have a zero ($0.00) balance. The SHIP Administrator added the balances from the seven statements found in the file, including the negative balances, and the total was included on the income certification. This observation has no adverse impact on household eligibility.			
LG Response:			

a) The current process for verification of assets treats SSI direct deposit accounts as savings account and also treats negative balances as $0.

b) The above corrections are already being implemented.

OBSERVATION #1

Carolyn Florence
Income Verification of Life
Insurance Polices and Income
Re-Determination

OBSERVATION #2

Carolyn Florence
General Ledger for SHIP
Expenditures Totaling
$145,499.15

SELECTION CRITERIA: expledgr.key_orgn='0397'
ACCOUNTING PERIODS: 1/24 THRU 13/24

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 134 - AFFORDABLE HOUSING 2023FY
FD/DEPT - 0397 - SHIP GRANT (2022/2023FY)

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
58348 DEMOLITION/CONSTRUCTION					.00	.00	.00	BEGINNING BALANCE	
10/01/23	11-1				100,000.00			POSTED FROM BUDGET SYSTEM	
02/20/24	21-5		71084	6598 JERRY WALTERS CO		57,852.00	.00	1ST PAYMENT	
03/04/24	21-6		V71193	6598 JERRY WALTERS CO		34,771.20	.00	FLORENCE SHIP	
03/13/24	13-6				152,709.00			CF BALANCE FYE'23	
06/18/24	21-9		V71711	6598 JERRY WALTERS CO		28,976.00	.00	PAY#3/FINAL C.FLORENC	
11/04/24	21-13		V72427	6598 JERRY WALTERS CO		23,180.80	.00	C.FLORENCE PAY#4	
TOTAL DEMOLITION/CONSTRUCTION					252,709.00	144,780.00	.00		107,929.00
TOTAL TOTL/DEPT - SHIP GRANT (2022/2023FY)					331,109.00	211,688.00	.00		119,421.00
TOTAL FUND - AFFORDABLE HOUSING 2023FY					331,109.00	211,688.00	.00		119,421.00
TOTAL REPORT					331,109.00	211,688.00	.00		119,421.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expledgr.key_orgn='0397'
ACCOUNTING PERIODS: 1/23 THRU 13/23

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 134 - AFFORDABLE HOUSING 2023FY
FD/DEPT - 0397 - SHIP GRANT (2022/2023FY)

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
134-560-569-0397-0397 - SHIP GRANT (2022/2023FY)									
53401 CONTRACTUAL SERVICES					.00	.00	.00	BEGINNING BALANCE	
10/01/22	11-1				35,000.00			POSTED FROM BUDGET SYSTEM	
11/03/22	17-2	20230206-01		6816 GOVERNMENT SERVI			35,000.00	SHIP PROGRAM ADMINISTRATI	
12/05/22	21-3	20230206-01	68808	6816 GOVERNMENT SERVI		2,916.67	-2,916.67	SHIP PROGRAM ADMINISTRATI	
02/06/23	21-5	20230206-01	69097	6816 GOVERNMENT SERVI		3,750.01	-6,750.01	SHIP PROGRAM ADMINISTRATI	
02/21/23	21-5	20230206-01	69199	6816 GOVERNMENT SERVI		2,916.67	-2,916.67	SHIP PROGRAM ADMINISTRATI	
03/21/23	21-6	20230206-01	69348	6816 GOVERNMENT SERVI		2,916.67	-2,916.67	SHIP PROGRAM ADMINISTRATI	
05/01/23	21-8	20230206-01	69572	6816 GOVERNMENT SERVI		2,916.67	-2,916.67	SHIP PROGRAM ADMINISTRATI	
06/05/23	21-9	20230206-01	69709	6816 GOVERNMENT SERVI		2,916.67	-2,916.67	SHIP PROGRAM ADMINISTRATI	
08/07/23	21-11	20230206-01	70015	6816 GOVERNMENT SERVI		2,916.67	-2,916.67	SHIP PROGRAM ADMINISTRATI	
08/07/23	21-11	20230206-01	70015	6816 GOVERNMENT SERVI		2,916.67	-2,916.67	SHIP PROGRAM ADMINISTRATI	
09/12/23	21-12	20230206-01	70223	6816 GOVERNMENT SERVI		2,916.67	-2,916.67	SHIP PROGRAM ADMINISTRATI	
10/02/23	21-13	20230206-01	70329	6816 GOVERNMENT SERVI		2,916.63	-2,916.63	SHIP PROGRAM ADMINISTRATI	
TOTAL	CONTRACTUAL SERVICES				35,000.00	35,000.00	.00		.00
54802 LEGAL ADVERTISING					.00	.00	.00	BEGINNING BALANCE	
10/01/22	11-1				750.00			POSTED FROM BUDGET SYSTEM	
05/16/23	21-8		69633	000124 PERRY NEWSPAPERS		89.56	.00	4/14 INV TO BID	
TOTAL	LEGAL ADVERTISING				750.00	89.56	.00		660.44
54977 RECORDING FEES					.00	.00	.00	BEGINNING BALANCE	
10/01/22	11-1				1,650.00			POSTED FROM BUDGET SYSTEM	
09/05/23	21-12		70193	7620 TAYLOR COUNTY CL		304.05	.00	230004073	
09/05/23	21-12		70193	7620 TAYLOR COUNTY CL		619.15	.00	RECORDING FEES	
09/05/23	21-12		70193	7620 TAYLOR COUNTY CL		593.15	.00	RECORDING FEES	
TOTAL	RECORDING FEES				1,650.00	1,516.35	.00		133.65
55101 OFFICE SUPPLIES					.00	.00	.00	BEGINNING BALANCE	
10/01/22	11-1				400.00			POSTED FROM BUDGET SYSTEM	
TOTAL	OFFICE SUPPLIES				400.00	.00	.00		400.00
58310 HOMEBUYERS ASSISTANCE					.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Florida Housing

December 30, 2024

Jamie English
Chair, Board of County Commissioners
201 E Green Street
Perry, FL 32347

Re: Compliance Monitoring Review:
Funding Sources/Fiscal Years Monitored:

Funding Source:	
State Fiscal Year:	

Dear Commissioner English,

Please find attached a report of our recent SHIP Compliance monitoring.

Per Rule Chapter 67-37.019 subsection (7) Fla. Admin. Code, "Subsequent to a local government SHIP program being monitored by the Corporation or its designated agent and receiving a copy of the compliance monitoring report, the local government shall submit a written response to any findings or observations documented in the monitoring report to the Corporation and the designated monitoring agent. The required response shall be submitted within 30 days and shall include an explanation and/or remedy for each item in the compliance monitoring review, including:

(a) An explanation of the plan for correcting the issue including changes in policies, procedures, staff responsibilities, technical assistance, and training:
(b) For physical inspection findings or deficiencies, and explanation of the corrective work that will be completed to remedy the finding or deficiencies:
(c) A timeline for correcting any observed deficiencies; and
(d) A plan for repayment of ineligible expenses if any is required.

Regarding the written response to be submitted:

(i) If you concur with an observation, your response should include the information described in items (a) through (b) above.
(ii) If you do not concur with an observation, please explain the reasoning and the facts that support your opinion.

Ron DeSantis, Governor

Board of Directors: Sandra Veszi Einhorn, Chair David Hall, Vice Chair
Ryan Benson Larry Cretul Justin Domer Mario Facella Olivia Hoblit Jody Hudgins Ron Lieberman Daniel Martell Dev Motwani

We look forward to receiving a written response by [redacted]. Please direct the County's response to:

Robin Fowler
Florida Housing Finance Corporation
227 N. Bronough Street, Suite 5000
Tallahassee, FL, 32301-1329

and email to: [redacted]

Once received, the response will be reviewed to determine whether any follow-up activity is needed. If not, the response will be combined with the final report and made available to FHFC's senior management and staff, as well as to Florida Housing Coalition staff.

If you have questions, please feel free to contact me at 850-488-4197, ext. 7476 or at the email listed above.:

Respectfully,

Robin Fowler
SHIP Compliance Monitoring Administrator

cc: Jami Evans, Taylor County
Melody Cox, Taylor County
Tara Reynolds, Anser Advisory
Cameron Farris, Anser Advisory

Ron DeSantis, Governor

Board of Directors: Sandra Veszi Einhorn, Chair David Hall, Vice Chair
Ryan Benson Larry Cretul Justin Domer Mario Facella Olivia Hoblit Jody Hudgins Ron Lieberman Daniel Martell Dev Motwani

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to consider a monthly lease increase for the county owned hangars at the airport.
MEETING DATE REQUESTED:	January 28, 2025

Statement of Issue: The lease rates for the county owned hangars haven't increased since they were built about 15 years ago, while at the same time the insurance on the hangars has dramatically increased.

Recommended Action: Approve the lease increase

Fiscal Impact: Lease rates will go from $160.00 to $220.00 per month for the T hangars and the corporate hangar will increase from $612.00 to $840.00 per month. This will be a total yearly increase of $8,496.00 per year.

Budgeted Expense: Y/N N/A

Submitted By: Airport Manager

Contact: Ward Ketring

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Since the hangars were built about 15 years ago, there has not been a lease increase. Just in the last 3 years, the annual cost for insurance on the hangars has gone from $3681.00 to a budgeted amount of $8,118.00. I expect the actual cost to be higher. We're now paying well over half of the lease income just for insurance. This sizable upward change in insurance cost necessitates a lease amount increase if the county is to make any money to cover maintenance and operations expenses.

Attachments: None

(il)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Request for 4-H Funds to be released for the 2024-2025 budget year to the Taylor County 4-H Foundation.
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: To approve the 4-H Foundation Review and release funding for 2024-2025 budget year of $10,881.00.

Recommended Action: To request for 4-H Funds, received from the County, to be released to the Taylor County 4-H Foundation ($10,881.00).

Fiscal Impact: $10,881.00 that supports 4-H Programming in Taylor County.

Budgeted Expense: N/A

Submitted By: Lori Wiggins, Taylor County Extension Director

Contact: 850-838-3508

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: For the Taylor County Board of County Commissioners to receive and approve the Taylor County 4-H Foundation Review conducted by Certified Public Accountant, Richard A. Glover, CPA, PA.

Options:

Attachments: see attached Review for the October 1, 2023- September 30, 2024 budget year.

TAYLOR COUNTY 4-H FOUNDATION, INC.

PERRY, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2024

TAYLOR COUNTY 4-H FOUNDATION, INC.

CONTENTS

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INDEPENDENT ACCOUNTANT'S REVIEW REPORT	3-4
STATEMENT OF FINANCIAL POSITION	5
STATEMENT OF ACTIVITIES	6
STATEMENT OF CASH FLOWS	7
NOTES TO FINANCIAL STATEMENTS	8-10

RICHARD A. GLOVER, CPA, PA
Certified Public Accountant
Post Office Box 12612
Tallahassee, Florida 32317

Telephone (850) 510-4300

Independent Accountant's Review Report

The Board of Directors
Taylor County 4-H Foundation, Inc.
Perry, Florida

We have reviewed the accompanying financial statements of Taylor County 4-H Foundation, Inc. (a nonprofit organization) which comprise of the statement of financial position as of September 30, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Richard A. Glover, CPA, PA

Richard A. Glover, CPA, PA
Tallahassee, Florida
January 9, 2025

TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2024

ASSETS

CURRENT ASSETS	
Cash	$ 37,295
Investments	69,154
Total Current Assets	106,449
TOTAL ASSETS	$ 106,449

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Unearned Revenue – Backpack Fund	$ 36,351
Total Current Liabilities	36,351
NET ASSETS	
Temporarily Restricted	70,098
TOTAL LIABILITIES AND NET ASSETS	$ 106,449

The accompanying notes are an integral part of these financial statements.

TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

TEMPORARILY RESTRICTED SUPPORT & REVENUE	
Backpack Program	$
Horse & Livestock	500
Other Donations & Revenue	589
Youth Camps and Clubs	16,194
Taylor County Board Donation	5,000
Unrealized Gains (Losses) On Investments	16,354
Total Support and Revenue	38,637
EXPENSES	
Program Services	
County Funds	15,411
Youth Camps	19,234
Other Program Expenses	5,848
Total Expenses	40,493
Change in Temporarily Restricted Net Assets	(1,856)
Temporarily Restricted Net Assets, Beginning of Year	71,954
Temporarily Restricted Net Assets, End of Year	$ 70,098

The accompanying notes are an integral part of these financial statements.

TAYLOR COUNTY 4-H FOUNDATION, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Cash Flows From Operating Activities		
Increase (Decrease) in Net Assets	$	(1,856)
Adjustments to Reconcile Change:		
Unrealized Gain on Investments		(14,854)
Change in Unearned Revenue		7,693
Net Cash Used in Operating Activities		(9,017)
Net Decrease in Cash and Cash Equivalents		(9,017)
Cash and Cash Equivalents at Beginning of Year		46,312
Cash and Cash Equivalents at End of Year	$	37,295

The accompanying notes are an integral part of these financial statements.

TAYLOR COUNTY 4-H FOUNDATION, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

The Taylor County 4-H Foundation, Inc. (Organization) was organized to extend agricultural education to rural youth by organizing boys and girls clubs and through "learning by doing".

Basis of Accounting

The Organization's books are maintained on the accrual basis of accounting.

Basis of Presentation

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted assets.

Cash Equivalents

The Organization considers all unrestricted highly liquid investments with an original maturity of three months or less to be cash equivalents.

Income Taxes

The Organization is exempt from state and federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, no provision for income taxes has been recorded.

A Form 990, Return of Organization Exempt From Income Tax, is filed each year.

Property and Equipment

Property and equipment are recorded at cost. Contributed assets are reported at fair market value as of the date received. Additions, improvement, and other capital outlays that exceed a threshold of $500 and which significantly extend the useful life of the asset are capitalized. All property and equipment are depreciated using the straight-line method over the estimated lives of the assets.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumption that affect certain reported amounts and disclosures. Actual results may differ from these estimates.

Donated Materials and Services

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values at date of receipt. No amounts have been reflected in the statement for donated services, as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated significant amounts of their time in the Organization's program services.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

The origin of the investments were a donation from Taylor County Community Friends upon the dissolution of the Not-For-Profit organization.

NOTE 2 – DESIGNATED CURRENT ASSETS

The Organization's operating funds are listed as cash in the current assets and are encumbered funds for current 4H programming and backpack programming. The funds are designated, as follows:

Current 4H Programming Funds	$	944
Backpack Programming Funds		36,351
Total Cash	$	37,295

Current 4H Programming Funds were increased in October 2024, subsequent to the balance sheet date, in the amount of $10,881 through a donation received from Taylor County.

NOTE 3 –FAIR VALUE INSTRUMENTS

The fair value measurements and levels within the fair value hierarchy of these measurements for the assets reported at fair value on a recurring basis at September 30, 2024 are as follows:

Description	Fair Value	Significant Observable Inputs Level 1
Mutual Funds	$69,154	$69,154

NOTE 4 – RESTRICTED AND UNRESTRICTED REVENUE

Donations or grants that are not specified by the donor on how or where the Organization is to use the given revenue is considered to be unrestricted. The contribution will appear on the statement of activities as unrestricted revenue and will appear on the statement of financial position as an asset and will increase unrestricted net assets. Being unrestricted, the Organization can then use the donation for whatever purpose it sees fit to achieve its stated mission.

Donations or grants earmarked for a specific purpose, such as a specific program operating within the Organization is considered to be temporarily restricted. In these cases, the donation is recorded as temporarily restricted revenues on the statement of activities and will appear as an asset on the statement of financial position. These donations are temporarily restricted because they have a specific purpose for which they must be used within an expected amount of time.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	The Board to consider approval of draft Debris Management and Monitoring Plan.
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: Consider approval of draft policy.

Recommended Action: Approve

Fiscal Impact: Unknown

Budgeted Expense: No

Submitted By: Marsha Durden, Assistant County Administrator

Contact: 850-838-3500 Ext 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the Disaster Recovery Assessment (DRA) at the October 22, 2024, meeting. The assessment was reviewed by FEMA and abatement recommendations were made for BOCC policies. The Debris Management and Monitoring Plan was drafted to provide guidance for managing disaster debris using FEMA regulations for reimbursement. Compliance with the Florida Recovery Obligation Calculation (F-ROC) program affects the outcome of upfront FEMA reimbursement potential. Staff recommends approval of FEMA recommendation for draft policy.

Options: Approve/Deny

Attachments: Draft Debris Management and Monitoring Plan

Taylor County
Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
3.06	Debris Management and Monitoring Plan	01-21-2025

The purpose of this policy is to provide guidance for managing disaster debris in a coordinated, environmentally responsible, and cost-effective manner and will be reviewed annually.

Debris Management

Community Assessment

The types and Severity of Incidents most likely to occur but not limited to are tornadoes and Hurricanes from the Gulf Coast. Hurricanes can range from category 1 to category 5. The types of debris that may be generated but not limited to are vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, white goods, vehicle and vessel wreckage, and all debris considered to be a threat to public health and safety.

Types of equipment that may be needed to safely manage debris are boom trucks, lightening loaders, front end loaders, chainsaws, trucks, barges, and other heavy equipment.

Taylor County's general terrain includes large, wooded areas, coastal communities that include canals, rivers and creeks, and more populated areas closer to the City limits of Perry. Taylor County is a coastal community which may require debris removal from waterways, and right of ways. As Taylor County is considered to be the pine tree capital of the State, large, tall trees are common in the community requiring large, specialized equipment for debris management. Appropriate areas are identified annually that would have the capacity to handle debris.

Facilities that may be impacted by debris are prioritized as follows:

Medical Facilities and/or facilities designed to address immediate threat to lives, public health, and safety.

Government Facilities which are required for emergency response operations.

Commercial facilities of public interest not benefiting an individual or limited group of individuals; and must eliminate immediate threat to lives, public health, and safety.

Debris Collection and Removal

The 2024/2025 debris staging areas are all County roll off sites, and the closed landfill. Debris collection routes and prioritization are dependent on the areas determined by first responders as follows:

The most damaged areas with immediate threat to life and/or safety
County-maintained Road list
Private road list

The Debris Management contracts will be competitively procured annually in anticipation of the upcoming hurricane season. The competitive procurement process will follow the guidelines listed in the Taylor County Purchasing Policy 3.00 and includes the following:

a. Solicitation /advertisement is made public.
b. Notice of award documentation is developed.
c. Explanations are provided if the selected vendor is not the lowest, most responsive, or qualified.
d. All required documentation is provided by responding vendors and used to evaluate proposals.
e. Cost specific information is addressed in the proposal or contract.
f. Responses to the request by vendors are appropriate.

All competitively solicited bids are opened in public Board meetings and are kept as a matter of official record by the Taylor County Clerk of Courts in the official meeting minutes.

Taylor County will enter into agreements with a primary and secondary debris management contractor in an effort to maintain a standby contractor in the event it becomes necessary.

Taylor County may utilize force account labor when deemed appropriate.

Debris removal from Commercial Property

Taylor County will not remove debris from large commercial areas such as shopping centers, industrial or manufacturing facilities, and other clearly commercial areas.

Commercial property owners are not allowed to push or otherwise deposit debris from commercial property in public rights of way.

Environmental Considerations and Other Regulatory Requirements

Taylor County has partnered with other State Agencies to reduce the risk of environmental impacts from debris removal activities. Partnering agencies include the Florida Department of Environmental Protection.

Compliance with local and federal environmental regulations is a priority for Taylor County. Recycling and disposal options of different debris types may be addressed within the debris management contracts.

Taylor County will establish and maintain a pre-determined list of all of the locations of temporary reduction sites and permanent disposal sites that are approved by the Florida Department of Environmental Protection (FDEP).

Public Information and Outreach

Notification to property owners regarding debris separation and placement is advertised in the local newspaper, Facebook, and through other partnering agencies such as the Taylor County Sheriff's Office Division of Emergency Management - Everbridge alert system and Facebook page.

Public Safety guidelines are communicated in the local newspaper, Facebook, and through other partnering agencies such as the Taylor County Sheriff's Office Division of Emergency Management - Everbridge alert system and Facebook page.

Debris Monitoring

Debris Monitoring services are intended to assist the County with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris Monitoring services are contract compliance supervision and inspection, not professional engineering services. All Debris Monitoring services are to be in compliance with current FEMA guidance and applicable to
SLTT
and Federal regulations.

The Debris Monitoring contracts will be competitively procured in anticipation of the upcoming hurricane season. The competitive procurement process will follow the guidelines listed in the Taylor County Purchasing Policy 3.00 and includes the following:

a. Solicitation /advertisement is made public.
b. Notice of award documentation is developed.
c. Explanations are provided if the selected vendor is not the lowest, most responsive, or qualified.
d. All required documentation is provided by responding vendors and used to evaluate proposals.
e. Cost specific information is addressed in the proposal or contract.
f. Responses to the request by vendors are appropriate.

All competitively solicited bids are opened in public Board meetings and are kept as a matter of official record by the Taylor County Clerk of Courts in the official meeting minutes.

Pre-Event Requirements

Monitoring Contractor(s) will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management of other integrated systems.

The Contractor will at no cost to the County:

Provide County full-time personnel with half-day training that is FEMA complaint.

Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers and email addresses.

Participate in annual workshops or planning meetings with County representative and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures when requested.

Post-Event Requirements

Assist with load inspections from storm debris cleanup being performed by one or more debris hauling and disposal contractors or County agencies.

Supply a sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites, or final disposal sites.

Supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.

Remove and replace employees immediately upon notice from the County Debris Manager for conduct or actions not in keeping with contract(s).

Documentation Requirements

All Debris Monitoring services will be required to maintain compliance with FEMA documentation requirements.

All Load Tickets will include the following information:

Preprinted ticket number
Contract number
Prime Contractor's name
Date
Truck number
Truck driver's name
Debris type
Load location Loading date/time
Loading Site Monitor name/signature
Truck capacity in cubic yards or tons
Load size, either cubic yards (percent of capacity) or tons
Unloading location
Unloading date/time
Tower/Site Monitor name/signature

Contracts

Taylor County may choose to enter any of the following contract types depending on the needs of the organization.

Lump-Sum – defined debris quantities and reasonable costs. Estimate is the basis for contract costs.

- Assess debris eligibility at collection site, quantities are required to determine reasonable costs and establish change orders, ensure only debris from within contract limits is processed.

Unit Price-CY – Based on eligible debris listed on load tickets.

- Assess debris eligibility at collection site, document debris quantities, and verify debris processing volumes.

Unit Price – Ton - Based on actual weight measurements of eligible debris listed on load tickets.

- Assess debris eligibility at collection site, document debris quantities, verify debris processing weights, and verify calibration of scales.

Time-and-Materials – Based on labor, equipment, and materials records.

- Assess debris eligibility at collection site, typically used for road clearance activities during the Response Phase, supervising and

monitoring every work crew is required, and tracking debris removal quantities is still required to determine reasonable costs.

RESPONSIBLE DEPARTMENT

County Administration

Reviewed Annually

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	**The Board to consider approval of draft Emergency Response – Administrative Policy.**
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: **Consider approval of revised policy.**

Recommended Action: **Approve**

Fiscal Impact: **Unknown**

Budgeted Expense: **No**

Submitted By: **Marsha Durden, Assistant County Administrator**

Contact: **850-838-3500 Ext 7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the Disaster Recovery Assessment (DRA) at the October 22, 2024, meeting. The assessment was reviewed by FEMA and abatement recommendations were made for BOCC policies. The Emergency Response – Administrative Policy was drafted to address abatement recommendations for administrative functions that were not contained within a policy. Compliance with the Florida Recovery Obligation Calculation (F-ROC) program affects the outcome of upfront FEMA reimbursement potential. Staff recommends approval of revised policy.

Options: **Approve/Deny**

Attachments: Draft Emergency Response – Administrative Policy

Taylor County
Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
3.02	Emergency Response Administrative Policy	01-21-2025

Emergency Financial Plan

The Board of County Commissioners maintains a balance in Reserves which includes a minimum reserve for storm-related expenditures. Accounts are reviewed and approved during annual budget workshops. In the event of insufficient funds, County Administration in conjunction with the Taylor County Clerk of Courts would request approval to utilize reserves and/or loans.

Maintenance Schedules

Routine maintenance schedules will be maintained by Department Heads and will be conducted pre-storm and post-storm. Pre-Storm preparation will include equipment inventory, maintenance, and staging of equipment and properties. Post-Storm maintenance will include assessment of damaged assets. Department Heads will promptly report damage of County Assets to County Administration and/or the designated liability claims manager.

Inventory

Inventory with a value of $5,000 or greater is maintained by the DTIS department and County Finance. Department Heads are responsible for maintaining an inventory list of items less than $5,000 for items that will be utilized in pre-storm and/or post-storm emergency response. Inventory lists will include type of equipment, attachments, year, make and model, and size/capacity. Inventory lists will be reviewed annually by the Department Head.

Duplication of Benefits

Taylor County will designate a Claims Manager for damaged assets annually. The Claims Manager will create an analysis of damaged assets to include information for insurance claims/reimbursements, and FEMA claims. The Claims Manager, County Administrator, County Finance Director, and contracted Consultant will review the damaged assets analysis prior to submitting to FEMA in an effort to reduce the risk of duplication of benefits. The damaged assets analysis will be reviewed annually.

Administrative Costs

All administrative costs will be pre-approved by the County Administrator and will be documented on the timesheet and current F-ROC/FEMA form. n

Administrative Trainings

Designated administrative staff will complete the following training courses as needed:

IS-1000 – Public Assistance Program and Eligibility
IS-1006 Documenting Disaster Damage and Developing Project Files
IS-1007- Detailed Damage Description and Dimensions
IS-1008- Scope of Work Development (scoping and cost)
IS-1015- Insurance Considerations, compliance and Requirements
IS-1016- Environmental and Historic Preservation (EHP) Considerations/Compliance for Public Assistance Grants.
IS-1017- Scope Change Requests, Time Extensions, Improved/Alternate Project Requests.

Mutual Aid Agreements

Mutual Aid Agreements may include a process for requesting and obtaining the necessary documentation of associated costs from the providing entity (e.g., labor, equipment, supplies, and/or materials) by submitting a request for information as needed.

Standards of Conduct

Taylor County takes its official responsibility seriously and will review the Standards of Conduct annually.

RESPONSIBLE DEPARTMENT

County Administration
Department Heads
Personnel

Sunset Date: None

(14)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	The Board to consider approval of revised Emergency Purchases Policy contained within the Purchasing Policy.
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: Consider approval of revised policy.

Recommended Action: Approve

Fiscal Impact: Unknown

Budgeted Expense: No

Submitted By: Marsha Durden, Assistant County Administrator

Contact: 850-838-3500 Ext 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the Disaster Recovery Assessment (DRA) at the October 22, 2024, meeting. The assessment was reviewed by FEMA and abatement recommendations were made for BOCC policies. The Emergency Purchases Policy has been revised to include specific language to address the process to return to competitive purchasing following emergency purchases. Compliance with the Florida Recovery Obligation Calculation (F-ROC) program affects the outcome of upfront FEMA reimbursement potential. Staff recommends approval of FEMA recommendation for policy revision.

Options: Approve/Deny

Attachments: Emergency Purchases Policy

The steps that follow present in general terms, the procedures for routing the requisitions, and are presented to create awareness and understanding to all involved in the acquisition process:

- The user department completes the requisition as outlined in the previous section.
- Purchasing will prepare new vendor forms when the desired vendor is not already in the system. Departments may be asked to assist with providing vendor information such as w-9.
- Requisitions, and if applicable, additional information are forwarded to purchasing.
- Requisitions are then processed in accordance with guidelines set forth in this manual and subsequent amendments.

EMERGENCY PURCHASES

The department head or designee may make or authorize others to make emergency purchases without competitive bidding when there exists a threat to public health, welfare, or safety. This shall be considered to also mean those situation where the operation of a department would be seriously impaired if immediate action was not taken. The following procedures shall govern:

- The department head or designee shall prepare requisition and then specify in writing on the requisition the details of the emergency and additionally complete the Emergency Certification Form (Exhibit C).
- When an emergency occurs during non-business hours and a delay would be detrimental to Taylor County, with the approval of the County Administrator, the department head or designee shall initiate an emergency purchase. Purchasing shall be furnished with proper documentation on the next workday. The purchase order will then be prepared by purchasing.
- If it is determined that additional goods in service are needed after the emergency purchase, staff will immediately begin the process of competitively procuring similar goods in service in order to transition to competitively procured contracts and/or normal purchasing guidelines as soon as the emergency situation ceases to exist.

The purpose of this section is to establish cut off dates and procedures for submittal and processing both year-end purchase requisitions for the current fiscal year and start-up purchase requisitions for the upcoming fiscal year.

This procedure is necessary to allow for the purchase, receipt, and payment of goods and services before September 30 of each fiscal year. This will assist Finance and Accounting in the timely preparation of the annual financial statements.

The procedure applies to all departments reporting to the Board of County Commissioners, and other agencies that have budgets authorized by the Board of County Commissioners.

Schedule for Submitting Requisitions

On an annual basis, the following time schedule will be followed:

September 1st: Cutoff date for receipt of requisitions in which normal ordering time is more than 3 weeks. Purchases that cannot be received and billed prior to September 30 may result in charges being incurred in the new fiscal budget year.

October 1: Processing of all requisitions for new fiscal year begins.

SECTION 4

THE PURCHASE ORDER

The department must check the availability of funds, prior to submitting a requisition. If the line item has insufficient funds, the Board of County Commissioners must approve a budget transfer prior to the purchase order being issued. In order for necessary purchase orders to be issued, the Board may choose to allow the Finance Director to temporarily approve normal transfers between Board meetings. The purchase order is the vendor's authorization to ship supplies, materials, equipment or to perform services specified therein. It constitutes a contract between the County and

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	**The Board to consider approval of revised Emergency Response by Employees policy.**
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: **Consider approval of revised policy.**

Recommended Action: **Approve**

Fiscal Impact: **Unknown**

Budgeted Expense: **No**

Submitted By: **Marsha Durden, Assistant County Administrator**

Contact: **850-838-3500 Ext 7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the Disaster Recovery Assessment (DRA) at the October 22, 2024, meeting. The assessment was reviewed by FEMA and abatement recommendations were made for BOCC policies. The Emergency Response by Employees policy was revised to include pay current pay practices and disaster abatement plan recommendations. Compliance with the Florida Recovery Obligation Calculation (F-ROC) program affects the outcome of upfront FEMA reimbursement potential. Staff recommends approval of revised policy.

Options: **Approve/Deny**

Attachments: Draft Emergency Response – Administrative Policy

Taylor County
Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
4.09	**Emergency Response by Employees**	**03/18/2015**

PURPOSE

Employees are responsible for assisting the County in protecting the public's health and safety during emergencies. As such, all employees are expected to participate as assigned during the emergency period and accept duty assignments in order to prepare and/or respond to the emergency situation. The general nature of these responsibilities will be based on the emergency roles or temporary emergency assignments assigned to County departments and in the Taylor County Emergency Management Plan or by the County Administrator as needed. Assignments are likely to vary during the emergency, and employees could be asked to work in areas or positions other than those to which they are normally assigned.

REFERENCE

Personnel Policies adopted effective October 1, 2014
Comprehensive Emergency Management Plan January 2012

POLICY

County Department Directors shall ensure the availability of employees to protect, secure and recover County property, equipment and services from the effects of a disaster and make ready all available resources to respond to the event as requested by an Incident Commander or the County Emergency Operations Center.

County employees who are not assigned either an emergency support function responsibility, or needed to close down a County office or facility within their division, will be identified by their department as available for an emergency duty assignment. That reassignment may include assisting other departments and/or the Emergency Operations Center in carrying out emergency assignments or missions.

If the County is closed during a locally declared emergency, employees who have not been given emergency duty assignments, or are excused from disaster duty, are subject to

recall at a later time in support of the emergency. During the period when Taylor County remains closed for normal business operations, these employees must call in or report to work to the designated department representative in accordance with departmental plans no later than four (4) hours after the occurrence of the incident/emergency. If not assigned at that time, the employee must continue to call in each twenty-four-hour period to see if their services are required. Employees must provide a telephone number(s) where they can be reached each twenty-four-hour period during the locally declared emergency. Failure to comply with this requirement may subject the employee to disciplinary action, up to and including termination of employment. Employees that are on standby for recall are not compensated for "standby" time. However, employees who are staged at a County facility overnight for emergency response will be paid in accordance with emergency response pay during a declared emergency.

Provisions will be made to give employees sufficient time to prepare their families and protect personal property from hurricane forces and/or flooding conditions. Directors and Supervisors will coordinate work schedules to make reasonable accommodations for family protection.

Department Directors shall submit an internal disaster response plan that compliments the County's Emergency Management Plan to the Emergency Management Department as directed by Emergency Management. These plans will include provisions for employee communications and other matters addressed in the Plan. Job descriptions clearly designate that all positions are essential.

During the period following a locally declared emergency, emergency pay provisions will apply until clean up or recovery is completed as determined by the County Administrator or until the Local State of Emergency expires.

Declared is defined as FEMA declared.

During the period of a declared state of emergency all employees exempt and non-exempt will be paid at time and one-half the employee's rate of pay for all overtime worked and/or work performed when County offices are closed due to a declared emergency, and any/all work performed due to emergency response. Reassigned employees and backfill employees will be paid their normal position pay rate and not the pay rate of the position of services they performed.

All full-time and part-time employees will be paid per Personnel Policy Section IV – Compensation Plan, OVERTIME WORK AND PAY and the Fair Labor Standards Act and this policy hereby supersedes, replaces and strikes the bulleted section "Non-exempt employees that are eligible for overtime and are required to work" and "Exempt employees that are not eligible for overtime and are required to work."

RESPONSIBLE DEPARTMENT

All Departments

Sunset Date: none
Revision Date: 01/21/2025

(10)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Displaced Worker Grant: Debris Cleanup.
MEETING DATE REQUESTED:	1/22/25

Statement of Issue: Funding of fuel and oil.

Recommended Action: Discussion-Request for Funding.

Fiscal Impact: Cost of Fuel and Oil

Budgeted Expense: Cost of Fuel and Oil

Submitted by: Dr. Danny Glover, Director of Emergency Management

Contact: 850-843-4451

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Memorandum is Attached

(17)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to review and approve the grant application to the Fiscal Year 2031 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) for the construction of a sidewalk in Steinhatchee from the Steinhatchee River Bridge to 1st Avenue SE.**
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: Board to review and approve the grant application to the 2031 funding cycle for the FDOT Transportation Alternatives Program for the construction of a sidewalk in Steinhatchee from the Steinhatchee River Bridge to 1st Avenue SE.

Recommended Action: Approve grant application.

Fiscal Impact: The County is requesting funding assistance for the construction of the sidewalk and will not be providing a cash match.

Budgeted Expense: Not applicable at this time.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The proposed .66-mile sidewalk will run from the Steinhatchee River Bridge along 10th Street SE then along Central Avenue E and along 12th Street SE to 1st Avenue SE to tie into the sidewalk being constructed. The County is eligible to submit two applications and has approved submission of an application for a 1.76-mile sidewalk to be constructed along Industrial Park Drive from U.S. 19 to Puckett Road and down Puckett Road to Lacour Lane. The County must indicate which project is the priority at the time of grant submission. At the January 6, 2025 Board meeting, the Board determined the priority project would be the sidewalk on Industrial Park Drive/Puckett Road.

Attachments: Grant application and associated support documents.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
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(850) 838-3501 Fax

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

January 21, 2025

Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025

Attn: Ms. Amy Roberson

RE: Taylor County Transportation Alternatives FY 2031 Applications

Dear Ms. Roberson,

Taylor County is respectfully submitting two applications to the Transportation Alternatives FY 2031 funding program. Our priorities are as follows:

1. Industrial Park Drive/Puckett Road Sidewalk Project
2. Steinhatchee Sidewalk Project

If we can provide any additional information, please contact LaWanda Pemberton at 850-843-5381 or at [illegible]. Thank you for your consideration of our applications.

Respectfully,

Jamie English
Chairman
Taylor County Board of County Commissioners

TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) FUNDING APPLICATION

A continuation of the Surface Transportation Block Grant, TA funding is by contract authority from the Highway Trust Fund, subject to the overall federal-aid obligation limitation determined by the Federal Highway Administration (FHWA). Projects must support surface transportation, be competitively solicited, and comply with the provisions of the FDOT Work Program Instructions and the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) [§ 11109; 23 United States Code (U.S.C.) 133(h)]. District representatives may be contacted for guidance.

PART 1 – APPLICANT INFORMATION

1. **Applicant Agency Sponsor Type.** Select the box indicating the agency of the person who can answer questions about this project proposal. Then complete applicable text fields. Note: State-recognized non-profit agencies may partner with an eligible governmental entity but are not eligible as a direct grant recipient.

Checkbox next to each of the following types of agencies that do not indicate text field. Document allows one selection.

- ● Local government (e.g., county, city, village, town, etc.).

  Regional transportation authority or transit agency.

  Natural resource or public land agency.

  School district, local education agency, or school (may include any public or nonprofit private school). Projects should benefit the public and not just a private entity.

  Recognized Tribal Government.

  Other local or regional governmental entity with oversight responsibility for transportation or recreational trails, consistent with the goals of 23 U.S.C. 133(h).

  Metropolitan / Transportation Planning Organization / Agency (collectively MPO) (only for urbanized areas with less than 200,000 population).

  FDOT (only by request of another eligible entity, then enter the requesting entity). If "checked", enter the requesting entity in the space provided. (Word limit 5)

2. **Agency name of the applicant.** (Word limit 5).

   Taylor County Board of County Commissioners

3. **Agency contact person's name and title.** (Word limit 5).

   LaWanda Pemberton, County Administrator

4. **Agency contact person's telephone number and email address.** (Word limit 5).

   850-843-5381 - Lpemberton@taylorcountygov.com

PART 2 – LOCAL AGENCY PROGRAM (LAP) CERTIFICATION

LAP is FDOT's primary mechanism to provide governmental subrecipients with federal funds to develop transportation infrastructure facilities through cost-reimbursement (grant) agreements. This legal instrument (the grant agreement) will describe intergovernmental tasks to be accomplished and the funds to be reimbursed for selected projects. The FDOT Local Programs Manual and FDOT Procedure 525-010-300 provides details for local agencies to complete a certification process that is a risk-based assessment evaluating whether they have sufficient qualifications and abilities "to undertake and satisfactorily complete the work" for infrastructure projects. Non-profit organizations are not eligible for LAP certification, local agencies are not eligible for certification of Project Development and Environment (PD&E) or Right-of-Way (ROW) acquisition phases. FDOT is required to provide oversight on fee-simple and less-than-fee ROW acquisition phases, including license agreements, encroachment agreements, perpetual easements, temporary construction easements, and donations.

LAP Full Certification
Provide:

Approval Date: and Expiration Date:

Responsible Charge Name:

LAP Project Specific Certification
Provide:

Approval Date: Project FM(s) Number:

Responsible Charge Name:

Not LAP Certified – A LAP Certified Agency will deliver the project on behalf of the uncertified Agency.

Provide: Sponsoring Agency Name: Contact Name:

Address: Phone:

Not LAP Certified - FDOT District will administer the project.

Provide:

FDOT Contact Name: Phone:

- **Not LAP Certified – the Agency will become LAP certified 1 year prior to the delivery of the LAP project.**

Not Applicable – this is a Non – Infrastructure Project.

PART 3 – PROJECT INFORMATION

1. **Project Name / Title:** (Word limit 15). Steinhatchee Sidewalk Project

2. **Is this a resubmittal of a previously unfunded project?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the year(s) of submittal(s) and include project title(s), if different, in the space provided. (Word limit 5).

   Yes ◉ No N/A

3. **Does this project connect a previously funded project(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the Financial Management (FM) number(s) and provide a brief description of the other related FDOT-funded phases that are complete, underway, or in the FDOT 5-year Work Program. (Word limit 5).

   ◉ Yes No FM#439669-1-54-01 1st Ave Roadway and Sidewalk Reconstruction

4. **Is funding requested for this same project from another source administered by FDOT?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate funding source(s) / application(s) submitted. NOTE: Contact your district representative to discuss if this same project is partially funded in the 5-year Work Program or if FDOT has received another application for funding it. (Word limit 5).

   Yes ◉ No N/A

5. **What are you proposing in this application?** In 200 words or less, provide a description of the project and what it will accomplish. The description should allow a person without prior knowledge of the project to clearly understand it. Summarize the purpose, need, project attributes, the relationship to surface transportation, how the project improves safety, and expected benefits.

   The proposed project is the construction, planning, and design of a paved sidewalk for non-motorized use. The sidewalk will be 1,968 LF on 10th St SE from the Steinhatchee River Bridge to the intersection of Central Ave E, 1,020 LF along Central Ave E from 10th St SE to the intersection of 12th St SE, and 475 LF on 12th St SE from the intersection of Central Ave E to the intersection of 1st Ave SE for a total of LF. This sidewalk will tie into the sidewalk being constructed along 1st Ave SE. The sidewalk will greatly improve safety for the many citizens and tourists who walk to nearby retail outlets, restaurants, employment facilities, and children who walk to the Steinhatchee Elementary School. This sidewalk system will provide a safe route on all four sides of the school. All required ROW is in public ownership and there will be no negative environmental impacts. A walkable community is essential in Steinhatchee as it is a key tourism location in the County.

REQUIRED UPLOAD: PROJECT INFORMATION SUPPORTING DOCUMENTATION including 1) Scope of Work clearly describing the purpose and need for this project and the desired outcome; detailed description of the existing conditions; and detailed description of the proposed project and major work item improvements (e.g., project limits (begin / end), width of sidewalks or trails and other components, materials, drainage, lighting, signing and pavement markings, etc.). 2) Intent to enter into a cost reimbursement agreement for delivering the project. 3) Signed PROJECT CERTIFICATION from the maintaining agency confirming the applicant is authorized to submit the proposal, the information is accurate, intent to enter into a Memorandum of Understanding or Interagency Agreement for ongoing operations and maintenance of the improved facility, and compliance with all federal and state requirements.

PART 4 – PROJECT LOCATION

1. **Indicate the municipality(ies) of the project location.** (Word limit 5).

   Steinhatchee, Florida

2. **Indicate the county(ies) of the project location.** (Word limit 5).

   Taylor County, Florida

3. **Roadway Classification**

Yes	○	No	State roadway (on-system)
Yes	○	No	Federal roadway
● Yes		No	Local roadway (off-system)

4. **Indicate the roadway name(s) [including applicable state, federal, county road number(s), local roadway name, and roadway identification number (e.g., SR 5 / US 1 / CR 904 / Overseas Highway / ID number: 90040000)].** (Word limit 10).

   10th St SE, Central Ave E, 12th St SE

5. **Indicate the roadway beginning project limits (south or west termini), mile points, and crossroads at each end of each listed segment.** (Word limit 10).

   10th St SE / Central Ave E, Central Ave E / 12th St SE, 12th St SE / !st Ave SE

6. **Indicate the roadway ending project limits (north or east termini), mile points, and crossroads at each end of each listed segment.** (Word limit 10).

   12 St SE / !st Ave SE

7. **Indicate the total project length, in miles and linear feet.** (Word limit 10).

   0.66 Miles, 3,464 LF

8. **Does the project involve the Florida Shared-Use Nonmotorized (SUN) Trail network?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the trailway identification number, beginning and ending mile points. (Word limit 5).

Yes	○	No	See question #9,

9. **Within the next five years, are non-FDOT funds being expended within the limits or adjacent to the proposed project?** If not, select "no" and indicate N/A in the space provided. If so, select "yes", and briefly explain. (Word limit 50).

● Yes	No	An application was submitted in 2024 for a trail from Steinhatchee which will offer connection to this sidewalk as well as the Florida SUN Trail.

PART 5 – PROJECT TYPE

NOTE: Certain areas may not be prioritizing Non-infrastructure (NI) proposals or all eligible infrastructure activities (or may recommend bundling activities together). Contact your district representative for guidance.

1. **PROJECT CATEGORY** Select one box that best represents the project proposal. Then, complete either the "Infrastructure" or "NI" selections.

- ● **A. Infrastructure.** If so, select "yes", then select the most appropriate "infrastructure" eligible activity from listing below. (Pages range 5-6)

B. Non-infrastructure (NI). If so, select "yes", then select the most appropriate NI eligible activity from the listing following the Infrastructure activities. (Page range 7)

5-A. INFRASTRUCTURE ELIGIBLE ACTIVITY

Select one box that best represents the project proposal). As applicable, complete infrastructure eligible text fields.

Pedestrian and / or Bicycle facilities (Select this box for construction, planning, and design of off-road trail facilities or on-road facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation).

- ● **Safe Routes for Non-Drivers** (Select this box for construction, planning, and design of infrastructure related projects and systems that provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs).

Conversion of Abandoned Railway Corridors to Trails (Select this box for conversion and use of abandoned railroad corridors into trails for pedestrians, bicyclists, or other nonmotorized transportation users).

Scenic Turnouts and Overlooks (Select this box for construction of turnouts, overlooks, and viewing areas). If "yes", list any Florida Scenic Byways visible from the project or indicate N/A in text field. (Word limit 5).

Outdoor Advertising Management (Select this box for inventory, control, or removal of outdoor advertising). If "yes", list any Florida Scenic Byways within the project limits or indicate N/A in text field. (Word limit 5).

Historic Preservation and Rehabilitation of Historic Transportation Facilities (Select this box for historic preservation or rehabilitation of historic transportation facilities). If "yes", list any locally designated or National Register of Historic Places listed or eligible resources or indicate N/A in the text field. (Word limit 5).

Vegetation Management (Select this box for vegetation management in public transportation ROW to improve roadway safety, prevent invasive species, and erosion control). If "yes", list any Florida Scenic Byways within the project limits, or indicate N/A in text field. (Word limit 5).

Archaeological Activities (Select this box for archaeological activities related to impacts from transportation projects funded by FHWA). If "yes", list the State Site Number (aka Site File Number) for the archaeological site, or indicate N/A in the text field. (Word limit 5).

Stormwater Mitigation (Select this box for environmental mitigation activities addressing stormwater management, control, and water pollution prevention or abatement related to transportation projects).

Wildlife Management (Select this box for wildlife mitigation and reduction of wildlife mortality, or to restore and maintain connectivity among terrestrial or aquatic habitats).

Boulevards (Select this box for boulevards, defined as a walkable, low speed (35 mph or less) divided arterial thoroughfares in urban environments designed to carry both through and local traffic, pedestrians, and bicyclists. These may be high ridership transit corridors; serve as primary goods movement and emergency response routes; and use vehicular and pedestrian access management techniques that promote economic revitalization and follow complete street principles]. If "yes", list any Florida Main Street communities or Florida Trail Towns within the project limits, or indicate N/A in text field. (Word limit 5).

Recreational Trails Program [Select this box for recreational trails compliant with 62-S-2, Florida Administrative Code, and 23 U.S.C. 104 (b)]. If "yes", list the parks / recreational areas within the project limits, or indicate N/A in the text field. (Word limit 5).

Safe Routes to Schools (SRTS) [Select this box for SRTS projects, codified as 23 U.S.C. 208, that substantially improves the ability of kindergarten through 12th grade students (vulnerable road users) to walk and / or bicycle to school]. Traditionally includes sidewalks, traffic calming and speed reduction, traffic diversion improvements, pedestrian and bicycle crossings, on-street bicycle facilities, off-street bicycle facilities, and bicycle parking facilities at public schools. If "yes", list the benefiting schools that are within two miles of the project limits; total student enrollment; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in the space provided. (Word limit 10).

Other surface transportation eligible purpose (Only if within urbanized areas with a population greater than 200,000). If "yes", list the eligible activity or indicate N/A in the space provided. (Word limit 5).

5-B. NI ELIGIBLE ACTIVITY *** Note: For Infrastructure projects, skip this page.***

Select one box that represents the project proposal. Checkbox indicating NI eligible activity. Document allows one selection.

Vulnerable road user safety assessment as defined by Section 316.027 (b), F.S.

Workforce development, training and education activities that are eligible uses of TAP funds.

SRTS projects, codified as 23 U.S.C. 208. This NI activity must be primarily based at the school and benefit students and / or their parents and have documented support from the school(s). If "yes", list the benefiting schools; total student enrollment and students served by project; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in space provided. (Word limit 10).

NI COMPONENTS As applicable, insert the number of each type of proposed activity. Numerical field indicating total number NI program would provide.

Number of walk or bicycle audits.

Number of bicycle skills / safety classes.

Number of pedestrian skills / safety classes.

Number of community demonstration projects.

Number of community encouragement activities.

Number of community challenges.

Number of community workshops / stakeholder meetings.

Number of classroom / educational classes receiving pedestrian / bicycle safety instruction / education.

Number of school assemblies receiving pedestrian / bicycle safety instruction / education.

Number of training sessions to implement the SRTS program (e.g., training for volunteer walking school bus leaders, training for bicycle train leaders, etc.).

Number of after school programs receiving pedestrian / bicycle safety instruction / education.

Number of bicycle rodeos.

Number of pedestrian safety skills events.

Number of schools with walking school bus programs (defined as planned route with meeting points, a timetable, and a schedule of trained volunteers).

Number of schools with bicycle train programs (defined as a planned route with meeting points, a timetable, and a schedule of trained volunteers).

Number of student-led leadership initiatives (e.g., student patrols, peer-led learning, etc.).

PART 6 – AREA CONDITIONS

Select applicable boxes describing the area and complete applicable text fields. Then, upload supporting documentation.

1. **Select one box that describes the geographic population size of the project area.**

   Non-Urban Area with a population of 5,000 or less

   ● Urban Area with a population greater than 5,000 but no more than 50,000

   Urban Area with a population greater than 50,000 but no more than 200,000

   Urban Area with a population greater than 200,000

2. **Is the project within the boundary of an MPO*?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the MPO in the space provided. (Word limit 5).

   Yes ● No N/A

3. **Is the project within the boundary of a Transportation Management Area (TMA)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the TMA in the space provided. (Word limit 5).

   Yes ● No N/A

4. **Is the project within a Rural Economic Development Initiative (REDI) community or designated as a Rural Area of Opportunity (RAO) as defined pursuant to Section 288.0656, F.S.?** If not, select "no", and indicate N/A in the space provided. If so, select "yes" and indicate the REDI / RAO in the space provided. (Word limit 5)

   ● Yes No Taylor County

5. **Indicate the United States Congressional District number(s) of the project location.** (Word limit 5).

   Florida Congressional District 2

6. **Will the project address equity by providing benefits to traditionally underserved communities as determined by the U.S. Census?** These communities could include low-income residents, minorities, those with limited English proficiency, persons with disabilities, children, or older adults. If not, select "no", and indicate N/A in the space provided. If so, select "yes", and briefly explain how the project improves environmental justice (e.g., disadvantage community access point(s) and destinations the project benefits, median household income, free or reduced priced school meals and how SRTS projects benefit the students, etc.). (Word limit 10).

   ● Yes No Low to moderate income households, children, elderly, and disabled benefit.

7. **Are there transit stops / shelters / support facilities within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the identification number. (Word limit 5).

   Yes ● No N/A

8. **Is the project within a high-crash pedestrian corridor (or an area with a history of crashes involving pedestrians)?**

   Yes ● No

Part 6 - Area Conditions continued...

9. **Is the project within a high-crash bicycle corridor (or an area with a history of crashes involving bicyclists)?**

   Yes ● No

10. **Would the project implement a bicycle or pedestrian action plan(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and specify the name of the plan and date of adoption. (Word limit 5).

    ● Yes No Taylor County MPO June 2019

**** Metropolitan / Transportation Planning Organization / Agency (MPO)***

REQUIRED UPLOAD: AREA CONDITIONS SUPPORTING DOCUMENTATION (e.g., excerpt pages from adopted plans or studies, maps illustrating transit facilities and connectivity to the improvement, short statement of support with a signature of the school official and their contact information for SRTS projects, median household income by census tract for community benefiting, collision heat maps / crash data for area surrounding project limits, etc.).

PART 7 – PUBLIC INVOLVEMENT

Public involvement, engagement, and collaboration is a key component of the federal project development process and must be conducted in accordance with applicable rules and regulations in the event the project is selected for funding. Indicate which of the following are applicable (Select all that apply). Complete the text field or indicate N/A in the space provided. Then, upload supporting documentation.

1. **Does the greater community support the project, as demonstrated by recently adopted proclamations or resolutions expressing commitment and public engagement?** If "yes", explain the engagement and how the concept evolved based on public involvement. Indicate the resolution number, adoption date, and participating parties in the space provided. If "no", indicate N/A in the space provided. (Word limit 10).

   Yes ● No N/A

2. **Was the project discussed at a regularly scheduled meeting of an advisory board of an appointed group of citizens, such as bicycle pedestrian advisory groups or similar committee that provides support toward the project?** If "yes", provide meeting information, including the date and type of advisory board meeting, and the input received. If "no", indicate N/A in the space provided. (Word limit 10).

   Yes ● No N/A

3. **Was there an advertised public meeting to discuss the project?** If "yes", provide a brief description, including the input received, how the concept evolved based on public involvement, date, and type of meeting. If "no", indicate N/A in the space provided. (Word limit 10).

   ● Yes No Documentation of Public Hearing attached. Positive input received.

4. **Do recent community surveys indicate both need and support for the project and stakeholders will continue to be engaged in the implementation of the project?** If "yes", briefly explain. If "no", indicate N/A in the space provided. (Word limit 10).

   ● Yes No The Board will assist in project implementation and maintain sidewalk.

REQUIRED UPLOAD: PUBLIC INVOLVEMENT SUPPORTING DOCUMENTATION (e.g., resolution, proclamation, regularly scheduled meeting agenda and minutes, public meeting advertisement, community survey, letters of support, etc.).

PART 8 – CONCURRENCY / CONSISTENCY

Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), capital improvement plan(s), and / or the long-term management plan(s)? [Note: Board of County Commissioners functions as MPO in nonmetropolitan areas (Section 339.135(4)(c)1, F.S.)]. If not, select "no", and indicate N/A in the space provided. If so, select "yes", and use the text field to explain consistency, include MPO prioritization number. If a modification is required, indicate the meeting date for adoption. (Word limit 10).

● Yes No Comprehensive Plan excerpts are attached.

REQUIRED UPLOAD: CONCURRENCY / CONSISTENCY SUPPORTING DOCUMENTATION (e.g., supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), capital improvement plan(s), management plan(s), prioritization list, etc.).

PART 9 – ENVIRONMENTAL CONDITIONS

Select the boxes describing the Environmental Conditions. As applicable, complete the text field or indicate N/A in the space provided. Then, upload supporting documentation. Applicants for NI proposals may skip the Environmental Conditions section.

1. **Does the project involve lands identified by the Florida Wildlife Corridor Act of 2021 [Section 259.1055, Florida Statutes (F.S.)]?**

   Yes ● No

2. **Does the project involve state-owned conservation lands?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the state-owned conservation lands. NOTE: Use of state-owned conservation lands is subject to coordination by the managing entity. (Word limit 5).

   Yes ● No N/A

3. **Does a railway facility exist within 1,000 feet of the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate railway facility. (Word limit 5).

   Yes ● No N/A

4. **Does the project physically cross a railway facility?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the crossing's railway identification number, and beginning and ending mile points. (Word limit 5).

   Yes ● No N/A

5. **Would the project provide lighting at locations with nighttime crashes?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe the proposed lighting in the space provided. (Word limit 5).

   Yes ● No N/A

6. **Would the project implement an adopted Americans with Disabilities Act (ADA) transition plan?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe proposed ADA improvements in the space provided. (Word limit 5).

   ● Yes No ADA accessible paved sidewalk

Part 9 - Environmental Conditions continued...

7. **Is an Environmental Assessment for the project complete?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe any specific issues in the space provided. (Word limit 10).

   Yes ● No N/A

8. **Is the project adjacent to locally designated or National Register of Historic Places (NRHP) listed or eligible resources?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list resources, indicate if the resources have received Florida Department of State Historic Preservation Grant funds, and explain any preservation agreements, covenants, or easements in the space provided. If applicable, select "unknown". (Word limit 5).

   Yes ● No Unknown N/A

9. **Are there any archaeological sites or Native American sites located within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list State Site Number (aka Site File Number) for the sites. If applicable, select "unknown". (Word limit 5).

   Yes ● No Unknown N/A

10. **Are there any parks, recreation areas, or wildlife / waterfowl refuges within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the facilities in the space provided. (Word limit 5).

    ● Yes No Steinhatchee School Playground

11. **Are there any navigable waterways adjacent to or within the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the navigable waterways. (Word limit 5).

    ● Yes No Steinhatchee River

12. **Are there any wetlands within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. Include permit types required and any obtained for the project. (Word limit 5).

    Yes ● No N/A

13. **Is it likely that there are protected / endangered / threatened species and / or critical habitat impacts within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown". (Word limit 5).

    Yes ● No Unknown N/A

14. **Are there any potential contamination / hazardous waste areas within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown". (Word limit 5).

    Yes ● No Unknown N/A

15. **Are there any noise-sensitive areas near the project area?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown" (Word limit 5).

    Yes ● No Unknown N/A

REQUIRED UPLOAD for Infrastructure (not applicable for NI): ENVIRONMENTAL CONDITIONS SUPPORTING DOCUMENTATION (e.g., labeled photographs on maps depicting conditions, permits, copy of the entire study or environmental assessment, excerpt pages from adopted plans, etc.).

PART 10 – DESIGN / TYPICAL SECTIONS

Select the boxes describing the design status and complete the text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Design / Typical Section.

1. **Are signed and sealed design plans available for this project?**

   Yes ● No

2. **If design plans are not at 100 percent, or do not meet current standards and / or reflect existing conditions, select the box identifying the status.** (Word limit 100).

   ● No design plans 30% design plans 60% design plans 90% design plans

   Other:

   There are no design plans at this time. The funding request includes PD&E and PE services in the proposed budget.

3. **Briefly describe the design status in the space provided.** If design is at 100 percent, indicate the date of the plans. (Word limit 100).

   The funding request includes PD&E and PE services in the proposed budget. No portion of the design is complete at this time.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): Typical Section(s) depicting existing and proposed features, dimensions, and ROW lines. If there are multiple segments, provide typical sections for each. If available, provide design plans.

PART 11 – OWNERSHIP / ROW STATUS

Select the boxes describing the Ownership / ROW Status and complete applicable text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Ownership / ROW Status section.

1. **Is ROW acquisition, defined as obtaining property not currently owned by the Local Agency through any means (e.g., deed, easement, dedication, donation, etc.), necessary to complete this project?**

   Yes ● No

2. **Explain the ROW status (owned / fee simple, leased / less-than fee, and / or needs) along the project boundary, including when ROW was obtained and how ownership is documented (e.g., plats, deeds, prescriptions, certified surveys, transfers, easements). Provide information for verifying ownership (e.g., book / page number, transfer agreements, dates, etc.). If ROW acquisition is necessary before constructing the proposed project and / or the applicant agency is not the landowner, indicate the necessary coordination with other owners for all fee-simple purchases and / or any less-than fee / lease needs (including temporary construction and / or other easements and / or permits for drainage, railroad, utilities, etc.) necessary to secure ROW certification. Indicate the proposed acquisition timeline, expected funding source, the total number of parcels, type of acquisition, limitations on fund use or availability, and who will acquire and retain ownership of proposed land.** (Word limit 150).

   The proposed sidewalk will be constructed on public owned ROW. Documentation of public ownership is included in the TAP funding application attachments.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): OWNERSHIP / ROW STATUS SUPPORTING DOCUMENTATION including applicable ROW Certification including ownership verification documenting site control and related landowner supporting documentation. Site control documents must include an adequate legal description of the parcel(s) comprising the project site, such that staff can compare it to the boundary map submitted with the application and evaluate whether there is control of the project site (e.g., ROW Certification, ROW maps, plats, warranty deeds, prescriptions, certified surveys, easements, use agreement, etc.). Maps should clearly show the location of each ownership in relation to the project boundary and / or limits. NOTE: provide map documentation on 8.5" x 11" scale. DO NOT provide reduced copies of original plats and or maps that cannot be read at scale. If applicable, an exhibit visually depicting the new ROW anticipated for the project, together with a spreadsheet providing the tax identification number(s) of each impacted parcel and the approximate size of the new acquisition area for each impacted parcel.

PART 12 – PROJECT IMPLEMENTATION AND COSTS

Complete either the Infrastructure Table Summary with the overall project programming (phases, schedule, and estimated costs for the proposed work) or the NI Cost Narrative Table. Then, upload supporting documentation.

Not all phase types may be eligible for TA funds, and not all areas prioritize all phases. Local agencies are responsible for covering all unanticipated cost increases, including but not limited to price inflation and increases in the cost of construction; account for them using local funds. FDOT does not allow programming TA funds for contingency costs. The local agency must have the ability to pay for non-participating costs (e.g., utility relocation). Chapter 337.14, F.S. prohibits an entity from performing both design services and construction engineering inspection services (CEI) for a project wholly or partially funded by the FDOT and administered by a local government entity.

REQUIRED UPLOAD: PROJECT IMPLEMENTATION AND COSTS SUPPORTING DOCUMENTATION.

1) Either provide a detailed engineer cost estimate if the project is designed or if the project has not been designed or is a NI project, provide a detailed opinion of probable costs (including all pay items and a timeline for deliverable). Utilize the FDOT Basis of Estimates Manual to develop a detailed estimate with FDOT pay items for construction phase estimates.
2) As applicable, letter from local agency budget office committing local funds to the project.

*** Note: Applications for NI Projects to skip to page 15.***

Infrastructure Project Phases / Work Types	Select phase(s) included in this request	INFRASTRUCTURE Table Summary Overall Project Programming (Cost Summary and Schedule)						
		Schedule (Month/Year)		Funding sources and costs ($)				
				Federal Funds		Non-Federal / Local Funds		Total Cost Estimate ($)
		Start (mm/yy)	End (mm/yy)	TA Program ($)	Other Federal ($)	Non-TA/ Local Funds ($)	Other ($)	
Planning Development (Corridor or Feasibility)	✓							
PD&E	✓							
Preliminary Engineering / Design (PE)	✓							
Environmental Assessment (associated with PE)	✓							
Permits (associated with PE)	✓							
ROW								
Construction	✓							
CEI	✓							
Other costs (describe)								

Part 12 - Project Implementation and Costs continued...

***** Note: applications for infrastructure projects do not need to fill out this page*****

NI Cost Narrative Table

Below each item, explain how the item will support the program, and other appropriate details.

Budget Item	Requested Funds
Personnel Services (List titles and totals in first boxes below) In Narrative, include numbers of hours, hourly rates, who this person is, and whether it's a new position or new hours and duties added to an existing position	
Narrative:	
Narrative:	
Narrative:	
Expenses	
Materials and Supplies:	
Educational items:	
Promotional Items:	
Other Expenses:	
Operating Capital Outlay	
Equipment:	
Total NI Project Cost Estimate	

RESOURCES

FDOT Transportation Alternatives Program:
https://www.fdot.gov/planning/systems/systems-management/tap

FDOT Local Agency Program Manual:
http://www.fdot.gov/programmanagement/LP/Default.shtm

FDOT Office of Environmental Management PD&E Manual:
https://www.fdot.gov/environment/pubs/pdeman/pdeman-current

FDOT Basis of Estimates Manual:
https://www.fdot.gov/programmanagement/estimates/documents/basisofestimatesmanual/boemanual

Florida Safe Routes to School Guidelines:
https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm

TRANSPORTATION ALTERNATIVES PROGRAM CERTIFICATION OF PROJECT SPONSOR

PROJECT NAME: Steinhatchee Sidewalk Project

LOCATION: Perry, Florida (Taylor County)

PROJECT LIMITS: (from south or west limit) 10th St SE

(to north or east limit) 12th St SE

By checking the box you agree to do the following:

- ✓ Enter into a maintenance agreement with the Florida Department of Transportation (FDOT), as necessary, prior to the design phase.
- ✓ Comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project.
- ✓ Provide any required funding match, incur any additional expenses beyond the approved project costs in the LAP agreement, and are responsible for any non-participating items (e.g. utility relocations).
- ✓ Pursue or retain LAP certification and enter into a LAP agreement with FDOT.
- ✓ Comply with NEPA process prior to construction, including any necessary involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction.

I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the FDOT's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the FDOT's Work Program.

_____

* Signature

Jamie English

Name (please type or print)

Chairman

Title

January 21, 2025

Date

* This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

Transportation Alternatives Program FY31

Steinhatchee Sidewalk Project 3,464 LF



1 inch = 400 feet

Taylor County Property Appraiser
Shawna Beach, CFA

Taylor County, FL



Overview



Legend

- Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	10508-500	Alternate ID	n/a	Owner Address	TAYLOR COUNTY
Sec/Twp/Rng	30-09-10	Class	n/a		P O BOX 620
Property Address	Unassigned Location RE CO	Acreage	n/a		PERRY FL 32348

District CO

Brief Tax Description LEG 0022.27 ACRES - STEINHATCHEE SUB - ALL STREETS ALLEY & PUBLIC PLACES - PB 1-26 (1921) - OR 50-665 - LESS 0.23 AC AT OR 819-472 LESS 0.67 AC AT OR 819-473 LESS .05 AT OR 753-916

Date created: 1/13/2025
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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to review and approve the grant application to the Fiscal Year 2031 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP) for the construction of a sidewalk along Industrial Park Drive from U.S. 19 to Puckett Road and down Puckett Road to Lacour Lane.**
MEETING DATE REQUESTED:	**January 21, 2025**

Statement of Issue: Board to review and approve the grant application to the 2031 funding cycle for the FDOT Transportation Alternatives Program for the construction of a sidewalk along Industrial Park Drive from U.S. 19 to Puckett Road and down Puckett Road to Lacour Lane.

Recommended Action: Approve grant application.

Fiscal Impact: The County is requesting funding assistance for the construction of the sidewalk and will not be providing a cash match.

Budgeted Expense: Not applicable at this time.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The proposed 1.76-mile sidewalk will run along Industrial Park Drive from U.S. 19 to Puckett Road and down Puckett Road to Lacour Lane. The County is eligible to submit two applications and has approved submission of an application for a .66-mile sidewalk to be constructed in Steinhatchee from the Steinhatchee River Bridge to 1st Ave SE. The County must indicate which project is the priority at the time of grant submission. At the January 6, 2025 Board meeting, the Board determined the priority project would be the sidewalk on Industrial Park Drive/Puckett Road.

Attachments: Grant application and associated support documents.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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(850) 584-6113 Phone
(850) 584-2433 Fax

January 21, 2025

Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025

Attn: Ms. Amy Roberson

RE: Taylor County Transportation Alternatives FY 2031 Applications

Dear Ms. Roberson,

Taylor County is respectfully submitting two applications to the Transportation Alternatives FY 2031 funding program. Our priorities are as follows:

1. Industrial Park Drive/Puckett Road Sidewalk Project
2. Steinhatchee Sidewalk Project

If we can provide any additional information, please contact LaWanda Pemberton at 850-843-5381 or at [redacted]. Thank you for your consideration of our applications.

Respectfully,

Jamie English
Chairman
Taylor County Board of County Commissioners

TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) FUNDING APPLICATION

A continuation of the Surface Transportation Block Grant, TA funding is by contract authority from the Highway Trust Fund, subject to the overall federal-aid obligation limitation determined by the Federal Highway Administration (FHWA). Projects must support surface transportation, be competitively solicited, and comply with the provisions of the FDOT Work Program Instructions and the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) [§ 11109; 23 United States Code (U.S.C.) 133(h)]. District representatives may be contacted for guidance.

PART 1 – APPLICANT INFORMATION

1. **Applicant Agency Sponsor Type.** Select the box indicating the agency of the person who can answer questions about this project proposal. Then complete applicable text fields. Note: State-recognized non-profit agencies may partner with an eligible governmental entity but are not eligible as a direct grant recipient.

Checkbox next to each of the following types of agencies that do not indicate text field. Document allows one selection.

- ● Local government (e.g., county, city, village, town, etc.).

  Regional transportation authority or transit agency.

  Natural resource or public land agency.

  School district, local education agency, or school (may include any public or nonprofit private school). Projects should benefit the public and not just a private entity.

  Recognized Tribal Government.

  Other local or regional governmental entity with oversight responsibility for transportation or recreational trails, consistent with the goals of 23 U.S.C. 133(h).

  Metropolitan / Transportation Planning Organization / Agency (collectively MPO) (only for urbanized areas with less than 200,000 population).

  FDOT (only by request of another eligible entity, then enter the requesting entity). If "checked", enter the requesting entity in the space provided. (Word limit 5)

2. **Agency name of the applicant.** (Word limit 5).

   Taylor County Board of County Commissioners

3. **Agency contact person's name and title.** (Word limit 5).

   LaWanda Pemberton, County Administrator

4. **Agency contact person's telephone number and email address.** (Word limit 5).

   850-843-5381 - Lpemberton@taylorcountygov.com

PART 2 – LOCAL AGENCY PROGRAM (LAP) CERTIFICATION

LAP is FDOT's primary mechanism to provide governmental subrecipients with federal funds to develop transportation infrastructure facilities through cost-reimbursement (grant) agreements. This legal instrument (the grant agreement) will describe intergovernmental tasks to be accomplished and the funds to be reimbursed for selected projects. The FDOT Local Programs Manual and FDOT Procedure 525-010-300 provides details for local agencies to complete a certification process that is a risk-based assessment evaluating whether they have sufficient qualifications and abilities "to undertake and satisfactorily complete the work" for infrastructure projects. Non-profit organizations are not eligible for LAP certification, local agencies are not eligible for certification of Project Development and Environment (PD&E) or Right-of-Way (ROW) acquisition phases. FDOT is required to provide oversight on fee-simple and less-than-fee ROW acquisition phases, including license agreements, encroachment agreements, perpetual easements, temporary construction easements, and donations.

LAP Full Certification

Provide:

Approval Date: and Expiration Date:

Responsible Charge Name:

LAP Project Specific Certification

Provide:

Approval Date: Project FM(s) Number:

Responsible Charge Name:

Not LAP Certified – A LAP Certified Agency will deliver the project on behalf of the uncertified Agency.

Provide: Sponsoring Agency Name: Contact Name:

Address: Phone:

Not LAP Certified - FDOT District will administer the project.

Provide:

FDOT Contact Name: Phone:

- **Not LAP Certified – the Agency will become LAP certified 1 year prior to the delivery of the LAP project.**

Not Applicable – this is a Non – Infrastructure Project.

PART 3 – PROJECT INFORMATION

1. **Project Name / Title:** (Word limit 15). Industrial Park Drive/Puckett Road Sidewalk

2. **Is this a resubmittal of a previously unfunded project?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the year(s) of submittal(s) and include project title(s), if different, in the space provided. (Word limit 5).

   Yes ● No N/A

3. **Does this project connect a previously funded project(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the Financial Management (FM) number(s) and provide a brief description of the other related FDOT-funded phases that are complete, underway, or in the FDOT 5-year Work Program. (Word limit 5).

   Yes ● No N/A

4. **Is funding requested for this same project from another source administered by FDOT?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate funding source(s) / application(s) submitted. NOTE: Contact your district representative to discuss if this same project is partially funded in the 5-year Work Program or if FDOT has received another application for funding it. (Word limit 5).

   Yes ● No N/A

5. **What are you proposing in this application?** In 200 words or less, provide a description of the project and what it will accomplish. The description should allow a person without prior knowledge of the project to clearly understand it. Summarize the purpose, need, project attributes, the relationship to surface transportation, how the project improves safety, and expected benefits.

   The proposed project is the construction, planning, and design of a paved sidewalk for non-motorized use. The sidewalk will be 6,125 LF on Industrial Park Drive from the intersection of US 19 to the intersection of Puckett Road and 3,153 LF on Puckett Road from the intersection of Industrial Park Drive to the intersection of Lacour Lane for a total of 9,278 LF. As both Industrial Park Drive and Puckett Road are heavily used, the sidewalk will greatly improve safety for the many citizens who walk to nearby retail outlets, restaurants, employment facilities, Big Bend Technical College, Perry-Foley Airport, Forest Capital State Museum, Taylor County Horsemens Arena and Ag Center, and Forest Capital Hall which host many events throughout the year. All required ROW is in public ownership and there will be no negative environmental impacts. The sidewalk will also offer connection to the proposed SUN Trail on US 19.

REQUIRED UPLOAD: PROJECT INFORMATION SUPPORTING DOCUMENTATION including 1) Scope of Work clearly describing the purpose and need for this project and the desired outcome; detailed description of the existing conditions; and detailed description of the proposed project and major work item improvements (e.g., project limits (begin / end), width of sidewalks or trails and other components, materials, drainage, lighting, signing and pavement markings, etc.). 2) Intent to enter into a cost reimbursement agreement for delivering the project. 3) Signed PROJECT CERTIFICATION from the maintaining agency confirming the applicant is authorized to submit the proposal, the information is accurate, intent to enter into a Memorandum of Understanding or Interagency Agreement for ongoing operations and maintenance of the improved facility, and compliance with all federal and state requirements.

PART 4 – PROJECT LOCATION

1. **Indicate the municipality(ies) of the project location.** (Word limit 5).

   Perry, Florida

2. **Indicate the county(ies) of the project location.** (Word limit 5).

   Taylor County, Florida

3. **Roadway Classification**

Yes	●	No	State roadway (on-system)
Yes	●	No	Federal roadway
●	Yes	No	Local roadway (off-system)

4. **Indicate the roadway name(s) [including applicable state, federal, county road number(s), local roadway name, and roadway identification number (e.g., SR 5 / US 1 / CR 904 / Overseas Highway / ID number: 90040000)].** (Word limit 10).

   Industrial Park Drive (CR 362), Puckett Road (CR 361A)

5. **Indicate the roadway beginning project limits (south or west termini), mile points, and crossroads at each end of each listed segment.** (Word limit 10).

   US 19 / Industrial Park Drive, Industrial Park Drive / Puckett Road, Puckett Road / Lacour Lane

6. **Indicate the roadway ending project limits (north or east termini), mile points, and crossroads at each end of each listed segment.** (Word limit 10).

   Lacour Lane

7. **Indicate the total project length, in miles and linear feet.** (Word limit 10).

   1.76 Miles, 9,278 LF

8. **Does the project involve the Florida Shared-Use Nonmotorized (SUN) Trail network?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the trailway identification number, beginning and ending mile points. (Word limit 5).

● Yes	No	Future connection to SUN Trail network.

9. **Within the next five years, are non-FDOT funds being expended within the limits or adjacent to the proposed project?** If not, select "no" and indicate N/A in the space provided. If so, select "yes", and briefly explain. (Word limit 50).

Yes	● No	N/A

PART 5 – PROJECT TYPE

NOTE: Certain areas may not be prioritizing Non-infrastructure (NI) proposals or all eligible infrastructure activities (or may recommend bundling activities together). Contact your district representative for guidance.

1. **PROJECT CATEGORY** Select one box that best represents the project proposal. Then, complete either the "Infrastructure" or "NI" selections.

- **A. Infrastructure.** If so, select "yes", then select the most appropriate "infrastructure" eligible activity from listing below. (Pages range 5-6)

- **B. Non-infrastructure (NI).** If so, select "yes", then select the most appropriate NI eligible activity from the listing following the Infrastructure activities. (Page range 7)

5-A. INFRASTRUCTURE ELIGIBLE ACTIVITY

Select one box that best represents the project proposal). As applicable, complete infrastructure eligible text fields.

- **Pedestrian and / or Bicycle facilities** (Select this box for construction, planning, and design of off-road trail facilities or on-road facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation).

  Safe Routes for Non-Drivers (Select this box for construction, planning, and design of infrastructure related projects and systems that provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs).

  Conversion of Abandoned Railway Corridors to Trails (Select this box for conversion and use of abandoned railroad corridors into trails for pedestrians, bicyclists, or other nonmotorized transportation users).

  Scenic Turnouts and Overlooks (Select this box for construction of turnouts, overlooks, and viewing areas). If "yes", list any Florida Scenic Byways visible from the project or indicate N/A in text field. (Word limit 5).

  Outdoor Advertising Management (Select this box for inventory, control, or removal of outdoor advertising). If "yes", list any Florida Scenic Byways within the project limits or indicate N/A in text field. (Word limit 5).

  Historic Preservation and Rehabilitation of Historic Transportation Facilities (Select this box for historic preservation or rehabilitation of historic transportation facilities). If "yes", list any locally designated or National Register of Historic Places listed or eligible resources or indicate N/A in the text field. (Word limit 5).

  Vegetation Management (Select this box for vegetation management in public transportation ROW to improve roadway safety, prevent invasive species, and erosion control). If "yes", list any Florida Scenic Byways within the project limits, or indicate N/A in text field. (Word limit 5).

Archaeological Activities (Select this box for archaeological activities related to impacts from transportation projects funded by FHWA). If "yes", list the State Site Number (aka Site File Number) for the archaeological site, or indicate N/A in the text field. (Word limit 5).

Stormwater Mitigation (Select this box for environmental mitigation activities addressing stormwater management, control, and water pollution prevention or abatement related to transportation projects).

Wildlife Management (Select this box for wildlife mitigation and reduction of wildlife mortality, or to restore and maintain connectivity among terrestrial or aquatic habitats).

Boulevards (Select this box for boulevards, defined as a walkable, low speed (35 mph or less) divided arterial thoroughfares in urban environments designed to carry both through and local traffic, pedestrians, and bicyclists. These may be high ridership transit corridors; serve as primary goods movement and emergency response routes; and use vehicular and pedestrian access management techniques that promote economic revitalization and follow complete street principles]. If "yes", list any Florida Main Street communities or Florida Trail Towns within the project limits, or indicate N/A in text field. (Word limit 5).

Recreational Trails Program [Select this box for recreational trails compliant with 62-S-2, Florida Administrative Code, and 23 U.S.C. 104 (b)]. If "yes", list the parks / recreational areas within the project limits, or indicate N/A in the text field. (Word limit 5).

Safe Routes to Schools (SRTS) [Select this box for SRTS projects, codified as 23 U.S.C. 208, that substantially improves the ability of kindergarten through 12th grade students (vulnerable road users) to walk and / or bicycle to school]. Traditionally includes sidewalks, traffic calming and speed reduction, traffic diversion improvements, pedestrian and bicycle crossings, on-street bicycle facilities, off-street bicycle facilities, and bicycle parking facilities at public schools. If "yes", list the benefiting schools that are within two miles of the project limits; total student enrollment; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in the space provided. (Word limit 10).

Other surface transportation eligible purpose (Only if within urbanized areas with a population greater than 200,000). If "yes", list the eligible activity or indicate N/A in the space provided. (Word limit 5).

5-B. NI ELIGIBLE ACTIVITY *** Note: For Infrastructure projects, skip this page.***

Select one box that represents the project proposal. Checkbox indicating NI eligible activity. Document allows one selection.

Vulnerable road user safety assessment as defined by Section 316.027 (b), F.S.

Workforce development, training and education activities that are eligible uses of TAP funds.

SRTS projects, codified as 23 U.S.C. 208. This NI activity must be primarily based at the school and benefit students and / or their parents and have documented support from the school(s). If "yes", list the benefiting schools; total student enrollment and students served by project; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in space provided. (Word limit 10).

NI COMPONENTS As applicable, insert the number of each type of proposed activity. Numerical field indicating total number NI program would provide.

Number of walk or bicycle audits.

Number of bicycle skills / safety classes.

Number of pedestrian skills / safety classes.

Number of community demonstration projects.

Number of community encouragement activities.

Number of community challenges.

Number of community workshops / stakeholder meetings.

Number of classroom / educational classes receiving pedestrian / bicycle safety instruction / education.

Number of school assemblies receiving pedestrian / bicycle safety instruction / education.

Number of training sessions to implement the SRTS program (e.g., training for volunteer walking school bus leaders, training for bicycle train leaders, etc.).

Number of after school programs receiving pedestrian / bicycle safety instruction / education.

Number of bicycle rodeos.

Number of pedestrian safety skills events.

Number of schools with walking school bus programs (defined as planned route with meeting points, a timetable, and a schedule of trained volunteers).

Number of schools with bicycle train programs (defined as a planned route with meeting points, a timetable, and a schedule of trained volunteers).

Number of student-led leadership initiatives (e.g., student patrols, peer-led learning, etc.).

PART 6 – AREA CONDITIONS

Select applicable boxes describing the area and complete applicable text fields. Then, upload supporting documentation.

1. **Select one box that describes the geographic population size of the project area.**

   Non-Urban Area with a population of 5,000 or less

   ● Urban Area with a population greater than 5,000 but no more than 50,000

   Urban Area with a population greater than 50,000 but no more than 200,000

   Urban Area with a population greater than 200,000

2. **Is the project within the boundary of an MPO*?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the MPO in the space provided. (Word limit 5).

   Yes ● No

3. **Is the project within the boundary of a Transportation Management Area (TMA)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the TMA in the space provided. (Word limit 5).

   Yes ● No N/A

4. **Is the project within a Rural Economic Development Initiative (REDI) community or designated as a Rural Area of Opportunity (RAO) as defined pursuant to Section 288.0656, F.S.?** If not, select "no", and indicate N/A in the space provided. If so, select "yes" and indicate the REDI / RAO in the space provided. (Word limit 5)

   ● Yes No Taylor County

5. **Indicate the United States Congressional District number(s) of the project location.** (Word limit 5).

   Florida Congressional District 2

6. **Will the project address equity by providing benefits to traditionally underserved communities as determined by the U.S. Census?** These communities could include low-income residents, minorities, those with limited English proficiency, persons with disabilities, children, or older adults. If not, select "no", and indicate N/A in the space provided. If so, select "yes", and briefly explain how the project improves environmental justice (e.g., disadvantage community access point(s) and destinations the project benefits, median household income, free or reduced priced school meals and how SRTS projects benefit the students, etc.). (Word limit 10).

   ● Yes No Low to moderate income households, children, elderly, and disabled benefit.

7. **Are there transit stops / shelters / support facilities within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the identification number. (Word limit 5).

   ● Yes No Transit Stop #12-Big Bend Technical College

8. **Is the project within a high-crash pedestrian corridor (or an area with a history of crashes involving pedestrians)?**

   Yes ● No

Part 6 - Area Conditions continued...

9. **Is the project within a high-crash bicycle corridor (or an area with a history of crashes involving bicyclists)?**

   Yes ● No

10. **Would the project implement a bicycle or pedestrian action plan(s)?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and specify the name of the plan and date of adoption. (Word limit 5).

    ● Yes No Taylor County MPO June 2019

**** Metropolitan / Transportation Planning Organization / Agency (MPO)***

REQUIRED UPLOAD: AREA CONDITIONS SUPPORTING DOCUMENTATION (e.g., excerpt pages from adopted plans or studies, maps illustrating transit facilities and connectivity to the improvement, short statement of support with a signature of the school official and their contact information for SRTS projects, median household income by census tract for community benefiting, collision heat maps / crash data for area surrounding project limits, etc.).

PART 7 – PUBLIC INVOLVEMENT

Public involvement, engagement, and collaboration is a key component of the federal project development process and must be conducted in accordance with applicable rules and regulations in the event the project is selected for funding. Indicate which of the following are applicable (Select all that apply). Complete the text field or indicate N/A in the space provided. Then, upload supporting documentation.

1. **Does the greater community support the project, as demonstrated by recently adopted proclamations or resolutions expressing commitment and public engagement?** If "yes", explain the engagement and how the concept evolved based on public involvement. Indicate the resolution number, adoption date, and participating parties in the space provided. If "no", indicate N/A in the space provided. (Word limit 10).

   Yes ● No N/A

2. **Was the project discussed at a regularly scheduled meeting of an advisory board of an appointed group of citizens, such as bicycle pedestrian advisory groups or similar committee that provides support toward the project?** If "yes", provide meeting information, including the date and type of advisory board meeting, and the input received. If "no", indicate N/A in the space provided. (Word limit 10).

   Yes ● No N/A

3. **Was there an advertised public meeting to discuss the project?** If "yes", provide a brief description, including the input received, how the concept evolved based on public involvement, date, and type of meeting. If "no", indicate N/A in the space provided. (Word limit 10).

   ● Yes No Documentation of Public Hearing attached. Positive input received.

4. **Do recent community surveys indicate both need and support for the project and stakeholders will continue to be engaged in the implementation of the project?** If "yes", briefly explain. If "no", indicate N/A in the space provided. (Word limit 10).

   ● Yes No The Board will assist in project implementation and maintain sidewalk.

REQUIRED UPLOAD: PUBLIC INVOLVEMENT SUPPORTING DOCUMENTATION (e.g., resolution, proclamation, regularly scheduled meeting agenda and minutes, public meeting advertisement, community survey, letters of support, etc.).

PART 8 – CONCURRENCY / CONSISTENCY

Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), capital improvement plan(s), and / or the long-term management plan(s)? [Note: Board of County Commissioners functions as MPO in nonmetropolitan areas (Section 339.135(4)(c)1, F.S.)]. If not, select "no", and indicate N/A in the space provided. If so, select "yes", and use the text field to explain consistency, include MPO prioritization number. If a modification is required, indicate the meeting date for adoption. (Word limit 10).

● Yes No Comprehensive Plan excerpts are attached.

REQUIRED UPLOAD: CONCURRENCY / CONSISTENCY SUPPORTING DOCUMENTATION (e.g., supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), capital improvement plan(s), management plan(s), prioritization list, etc.).

PART 9 – ENVIRONMENTAL CONDITIONS

Select the boxes describing the Environmental Conditions. As applicable, complete the text field or indicate N/A in the space provided. Then, upload supporting documentation. Applicants for NI proposals may skip the Environmental Conditions section.

1. **Does the project involve lands identified by the Florida Wildlife Corridor Act of 2021 [Section 259.1055, Florida Statutes (F.S.)]?**

   Yes ● No

2. **Does the project involve state-owned conservation lands?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the state-owned conservation lands. NOTE: Use of state-owned conservation lands is subject to coordination by the managing entity. (Word limit 5).

   Yes ● No N/A

3. **Does a railway facility exist within 1,000 feet of the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate railway facility. (Word limit 5).

   Yes ● No N/A

4. **Does the project physically cross a railway facility?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and indicate the crossing's railway identification number, and beginning and ending mile points. (Word limit 5).

   Yes ● No N/A

5. **Would the project provide lighting at locations with nighttime crashes?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe the proposed lighting in the space provided. (Word limit 5).

   Yes ● No N/A

6. **Would the project implement an adopted Americans with Disabilities Act (ADA) transition plan?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe proposed ADA improvements in the space provided. (Word limit 5).

   ● Yes No ADA accessible paved sidewalk

7. **Is an Environmental Assessment for the project complete?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe any specific issues in the space provided. (Word limit 10).

   Yes ● No N/A

8. **Is the project adjacent to locally designated or National Register of Historic Places (NRHP) listed or eligible resources?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list resources, indicate if the resources have received Florida Department of State Historic Preservation Grant funds, and explain any preservation agreements, covenants, or easements in the space provided. If applicable, select "unknown". (Word limit 5).

   Yes ● No Unknown N/A

9. **Are there any archaeological sites or Native American sites located within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list State Site Number (aka Site File Number) for the sites. If applicable, select "unknown". (Word limit 5).

   Yes ● No Unknown N/A

10. **Are there any parks, recreation areas, or wildlife / waterfowl refuges within or adjacent to the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the facilities in the space provided. (Word limit 5).

    ● Yes No Forest Capital State Museum Park

11. **Are there any navigable waterways adjacent to or within the project boundary?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and list the navigable waterways. (Word limit 5).

    Yes ● No N/A

12. **Are there any wetlands within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. Include permit types required and any obtained for the project. (Word limit 5).

    Yes ● No N/A

13. **Is it likely that there are protected / endangered / threatened species and / or critical habitat impacts within the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown". (Word limit 5).

    Yes ● No Unknown N/A

14. **Are there any potential contamination / hazardous waste areas within or adjacent to the project limits?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown". (Word limit 5).

    Yes ● No Unknown N/A

15. **Are there any noise-sensitive areas near the project area?** If not, select "no", and indicate N/A in the space provided. If so, select "yes", and describe in the space provided. If applicable, select "unknown" (Word limit 5).

    Yes ● No Unknown N/A

REQUIRED UPLOAD for Infrastructure (not applicable for NI): ENVIRONMENTAL CONDITIONS SUPPORTING DOCUMENTATION (e.g., labeled photographs on maps depicting conditions, permits, copy of the entire study or environmental assessment, excerpt pages from adopted plans, etc.).

PART 10 – DESIGN / TYPICAL SECTIONS

Select the boxes describing the design status and complete the text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Design / Typical Section.

1. **Are signed and sealed design plans available for this project?**

   Yes ● No

2. **If design plans are not at 100 percent, or do not meet current standards and / or reflect existing conditions, select the box identifying the status.** (Word limit 100).

   ● No design plans 30% design plans 60% design plans 90% design plans

   Other:

   There are no design plans at this time. The funding request includes PD&E and PE services in the proposed budget.

3. **Briefly describe the design status in the space provided.** If design is at 100 percent, indicate the date of the plans. (Word limit 100).

   The funding request includes PD&E and PE services in the proposed budget. No portion of the design is complete at this time.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): Typical Section(s) depicting existing and proposed features, dimensions, and ROW lines. If there are multiple segments, provide typical sections for each. If available, provide design plans.

PART 11 – OWNERSHIP / ROW STATUS

Select the boxes describing the Ownership / ROW Status and complete applicable text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Ownership / ROW Status section.

1. **Is ROW acquisition, defined as obtaining property not currently owned by the Local Agency through any means (e.g., deed, easement, dedication, donation, etc.), necessary to complete this project?**

   Yes ● No

2. **Explain the ROW status (owned / fee simple, leased / less-than fee, and / or needs) along the project boundary, including when ROW was obtained and how ownership is documented (e.g., plats, deeds, prescriptions, certified surveys, transfers, easements). Provide information for verifying ownership (e.g., book / page number, transfer agreements, dates, etc.). If ROW acquisition is necessary before constructing the proposed project and / or the applicant agency is not the landowner, indicate the necessary coordination with other owners for all fee-simple purchases and / or any less-than fee / lease needs (including temporary construction and / or other easements and / or permits for drainage, railroad, utilities, etc.) necessary to secure ROW certification. Indicate the proposed acquisition timeline, expected funding source, the total number of parcels, type of acquisition, limitations on fund use or availability, and who will acquire and retain ownership of proposed land.** (Word limit 150).

   The proposed sidewalk will be constructed on public owned ROW. Documentation of public ownership is included in the TAP funding application attachments.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): OWNERSHIP / ROW STATUS SUPPORTING DOCUMENTATION including applicable ROW Certification including ownership verification documenting site control and related landowner supporting documentation. Site control documents must include an adequate legal description of the parcel(s) comprising the project site, such that staff can compare it to the boundary map submitted with the application and evaluate whether there is control of the project site (e.g., ROW Certification, ROW maps, plats, warranty deeds, prescriptions, certified surveys, easements, use agreement, etc.). Maps should clearly show the location of each ownership in relation to the project boundary and / or limits. NOTE: provide map documentation on 8.5" x 11" scale. DO NOT provide reduced copies of original plats and or maps that cannot be read at scale. If applicable, an exhibit visually depicting the new ROW anticipated for the project, together with a spreadsheet providing the tax identification number(s) of each impacted parcel and the approximate size of the new acquisition area for each impacted parcel.

PART 12 – PROJECT IMPLEMENTATION AND COSTS

Complete either the Infrastructure Table Summary with the overall project programming (phases, schedule, and estimated costs for the proposed work) or the NI Cost Narrative Table. Then, upload supporting documentation.

Not all phase types may be eligible for TA funds, and not all areas prioritize all phases. Local agencies are responsible for covering all unanticipated cost increases, including but not limited to price inflation and increases in the cost of construction; account for them using local funds. FDOT does not allow programming TA funds for contingency costs. The local agency must have the ability to pay for non-participating costs (e.g., utility relocation). Chapter 337.14, F.S. prohibits an entity from performing both design services and construction engineering inspection services (CEI) for a project wholly or partially funded by the FDOT and administered by a local government entity.

REQUIRED UPLOAD: PROJECT IMPLEMENTATION AND COSTS SUPPORTING DOCUMENTATION.

1) Either provide a detailed engineer cost estimate if the project is designed or if the project has not been designed or is a NI project, provide a detailed opinion of probable costs (including all pay items and a timeline for deliverable). Utilize the FDOT Basis of Estimates Manual to develop a detailed estimate with FDOT pay items for construction phase estimates.
2) As applicable, letter from local agency budget office committing local funds to the project.

*** Note: Applications for NI Projects to skip to page 15.***

Infrastructure Project Phases / Work Types	Select phase(s) included in this request	INFRASTRUCTURE Table Summary Overall Project Programming (Cost Summary and Schedule)						
		Schedule (Month/Year)		Funding sources and costs ($)				
				Federal Funds		Non-Federal / Local Funds		Total Cost Estimate ($)
		Start (mm/yy)	End (mm/yy)	TA Program ($)	Other Federal ($)	Non-TA/ Local Funds ($)	Other ($)	
Planning Development (Corridor or Feasibility)	✓							
PD&E	✓							
Preliminary Engineering / Design (PE)	✓							
Environmental Assessment (associated with PE)	✓							
Permits (associated with PE)	✓							
ROW								
Construction	✓							
CEI	✓							
Other costs (describe)								

***** Note: applications for infrastructure projects do not need to fill out this page*****

NI Cost Narrative Table

Below each item, explain how the item will support the program, and other appropriate details.

Budget Item	Requested Funds
Personnel Services (List titles and totals in first boxes below). In Narrative, include numbers of hours, hourly rates, who this person is, and whether it's a new position or new hours and duties added to an existing position.	
Narrative:	
Narrative:	
Narrative:	
Expenses	
Materials and Supplies:	
Educational items:	
Promotional Items:	
Other Expenses:	
Capital Expenditures	
Equipment:	
Total NI Project Cost Estimate	

RESOURCES

FDOT Transportation Alternatives Program:
https://www.fdot.gov/planning/systems/systems-management/tap

FDOT Local Agency Program Manual:
http://www.fdot.gov/programmanagement/LP/Default.shtm

FDOT Office of Environmental Management PD&E Manual:
https://www.fdot.gov/environment/pubs/pdeman/pdeman-current

FDOT Basis of Estimates Manual:
https://www.fdot.gov/programmanagement/estimates/documents/basisofestimatesmanual/boemanual

Florida Safe Routes to School Guidelines:
https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm

TRANSPORTATION ALTERNATIVES PROGRAM CERTIFICATION OF PROJECT SPONSOR

PROJECT NAME: Industrial Park Drive/Puckett Road Sidewalk

LOCATION: Perry, Florida (Taylor County)

PROJECT LIMITS: (from south or west limit) Lacour Lane

(to north or east limit) US 19 / Byron Butler Parkway

By checking the box you agree to do the following:

- ✓ Enter into a maintenance agreement with the Florida Department of Transportation (FDOT), as necessary, prior to the design phase.
- ✓ Comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project.
- ✓ Provide any required funding match, incur any additional expenses beyond the approved project costs in the LAP agreement, and are responsible for any non-participating items (e.g. utility relocations).
- ✓ Pursue or retain LAP certification and enter into a LAP agreement with FDOT.
- ✓ Comply with NEPA process prior to construction, including any necessary involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction.

I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the FDOT's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the FDOT's Work Program.

* Signature

Jamie English

Name (please type or print)

Chairman

Title

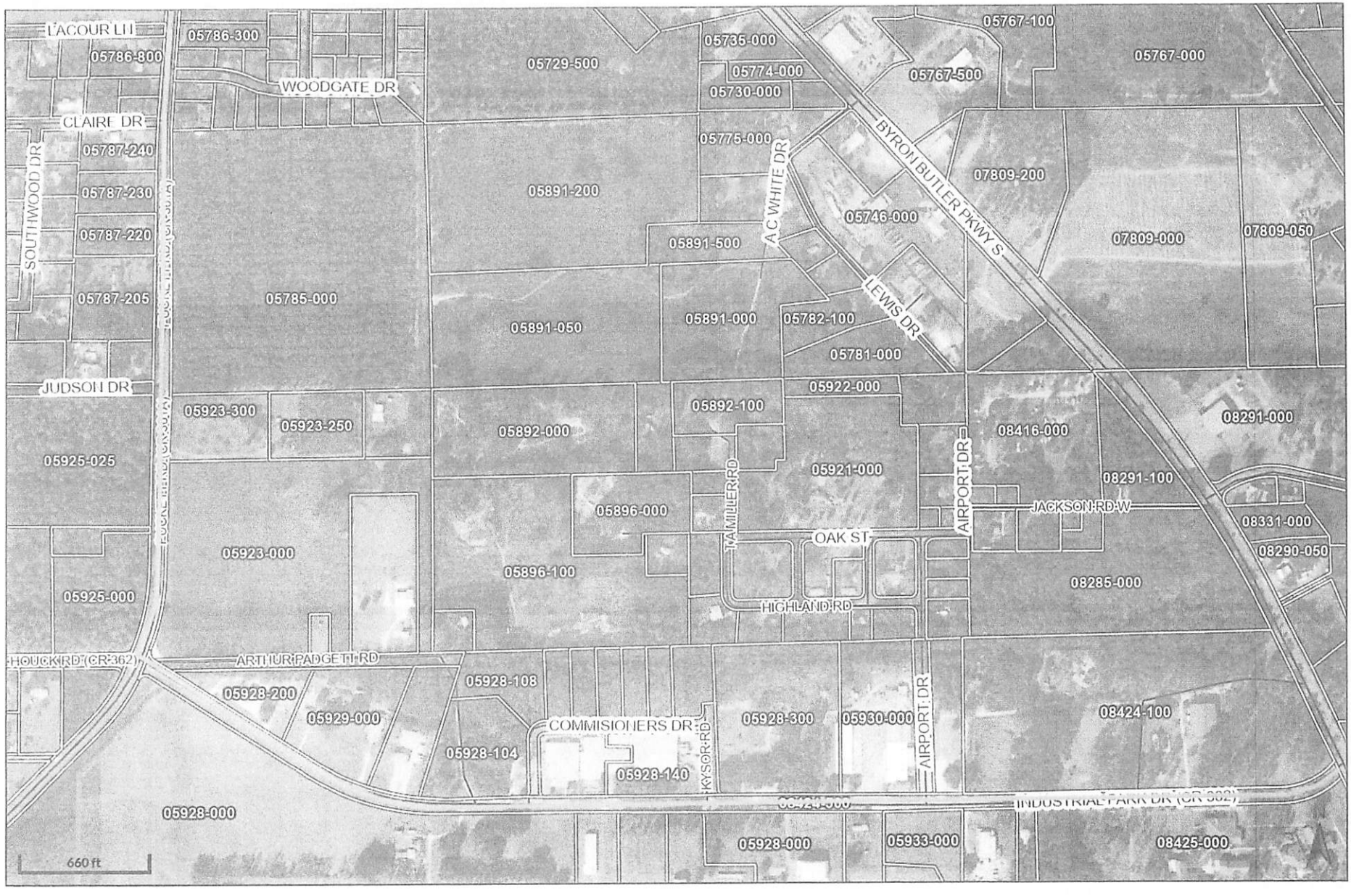
January 21, 2025

Date

* This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

Transportation Alternatives Program FY31

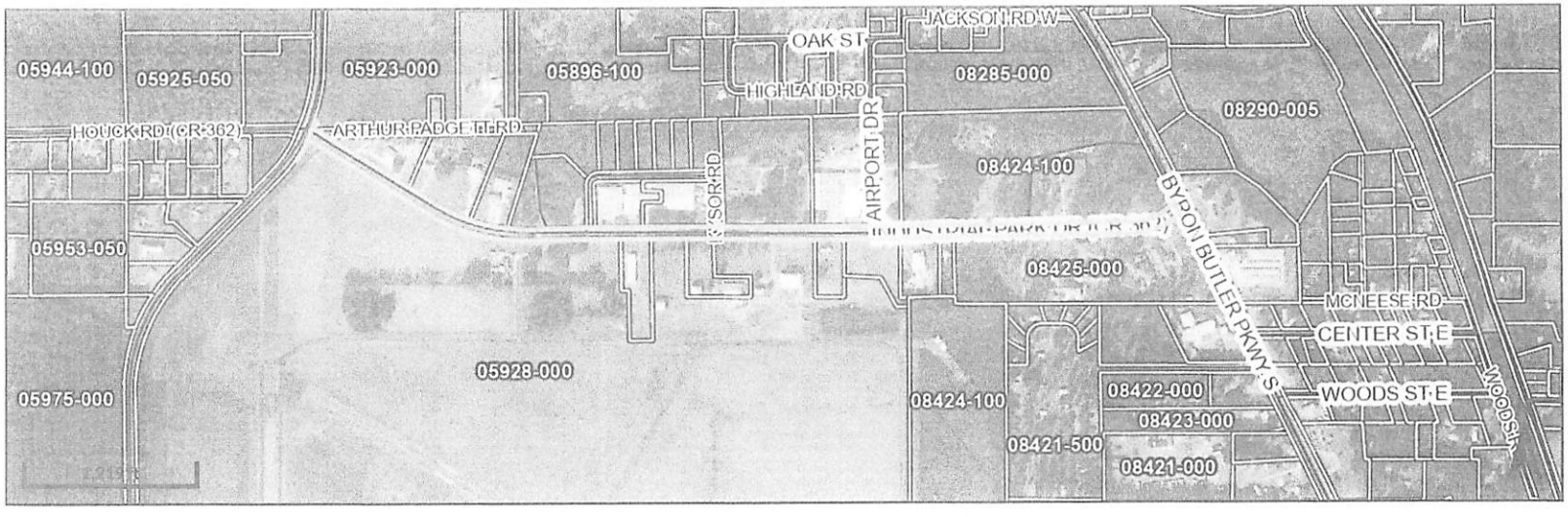
Industrial Park Drive/Puckett Road Sidewalk Project 9,278 LF



1 inch = 660 feet

Taylor County Property Appraiser
Shawna Beach, CFA

Taylor County, FL



Overview



Legend

- Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

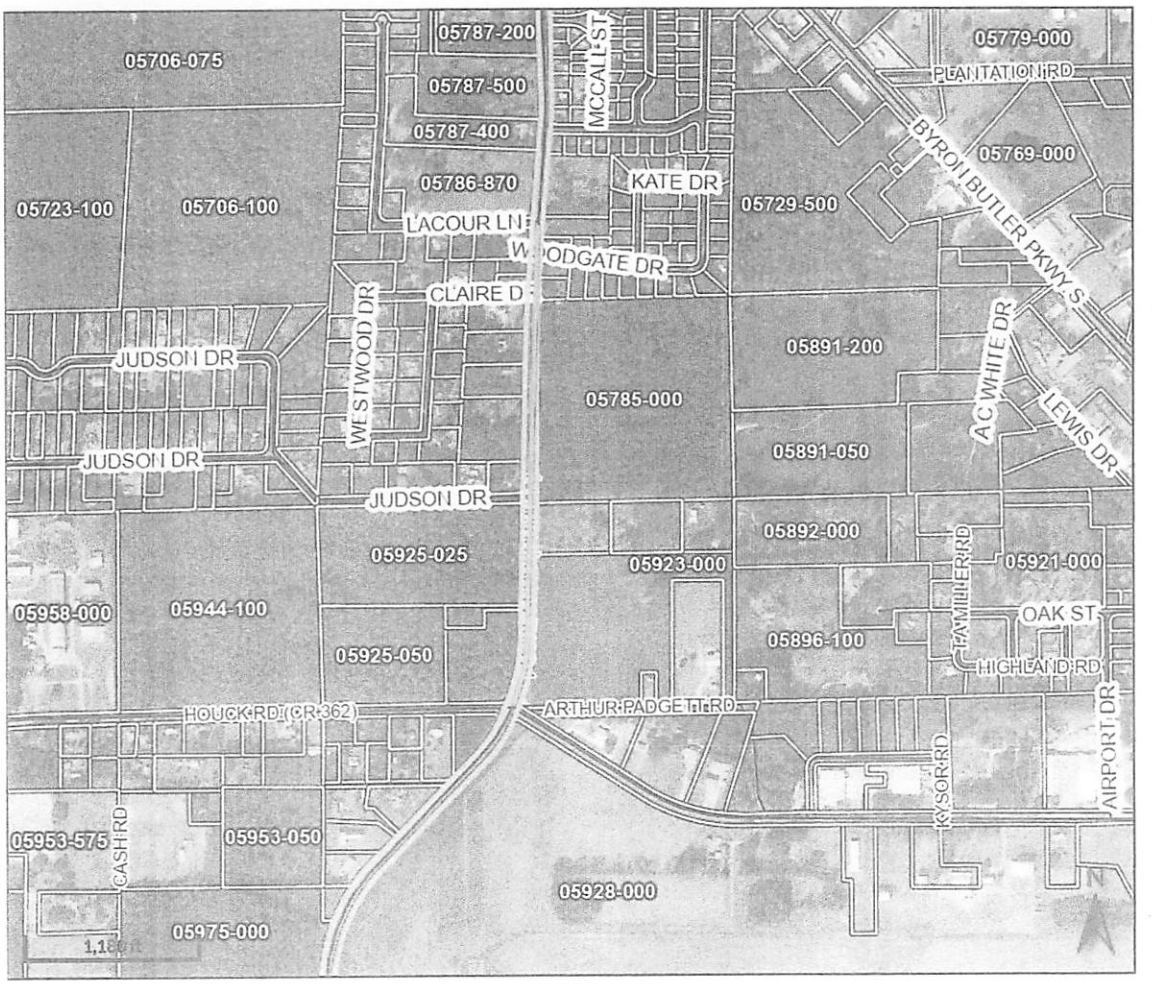
Parcel ID	08424-500	Alternate ID	n/a	Owner Address	TAYLOR COUNTY
Sec/Twp/Rng	06-05-08	Class	n/a		P O BOX 620
Property Address	Unassigned Location RE CO	Acreage	n/a		PERRY FL 32348
District	CO				
Brief Tax Description	LEG 0011.30 ACRES - RIGHT OF WAY - INDUSTRIAL PARK DR -				

Date created: 1/13/2025
Last Data Uploaded: 1/10/2025 6:26:32 PM

Developed by SCHNEIDER

Taylor County Property Appraiser
Shawna Beach, CFA

Taylor County, FL



Overview



Legend

- Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	05925-500	Alternate ID	n/a	Owner Address	TAYLOR COUNTY
Sec/Twp/Rng	01-05-07	Class	n/a		P O BOX 620
Property Address	Unassigned Location RE CO	Acreage	n/a		PERRY FL 32348
District	CO				
Brief Tax Description	LEG 0149.05 ACRES - RIGHT OF WAY - PUCKETT RD RUNNING FROM US 19 S TO - SPRING WARRIOR RD				

Date created: 1/14/2025
Last Data Uploaded: 1/13/2025 6:24:18 PM

Developed by SCHNEIDER

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to review and approve the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and Resolution in the amount of $650,000 for Financial Project Number 446364-1-94-25 which is for the Design and Construction of Hangar Buildings at Perry-Foley Airport.**
MEETING DATE REQUESTED:	January 21, 2025

Statement of Issue: The Board to approve the FDOT Public Transportation Grant Agreement (FP 446364-1-94-25) and required Resolution for the Perry- Foley Airport's Design and Construction of Hangar Buildings.

Recommended Action: Approve the FDOT Public Transportation Grant Agreement and Resolution.

Fiscal Impact: The Grant Agreement is in the amount of $650,000. The County requested and received the Rural Economic Development Initiative (REDI) waiver. No match will be provided by the County.

Budgeted Expense: Will be budgeted FY 2024-2025. There is no match required for this grant.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County anticipates receiving funding in the amount of $3,350,000 over the next six years for the construction of hangars at Perry-Foley Airport. The first phase is for the design and engineering of the new hangars. The new hangars are included in the Airport Layout Plan (ALP). When the existing newer hangar facilities were constructed, the storm water facilities were designed to accommodate additional structures. The additional grant amounts anticipated to be received are:

2026	$500,000	2027	$950,000
2028	$250,000	2029	$500,000
2030	$500,000		

Attachments: **FDOT Public Transportation Grant Agreement and Resolution.**

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court
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

Upon motion of Commissioner_____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The ***Taylor County Board of Commissioners***, and the ***State of Florida Department of Transportation (FDOT)*** have determined it to be in their mutual interest to facilitate the development of the herein described project at the ***Perry Foley Airport***, to wit:

Design & Construction of Hangar Buildings
Perry-Foley Airport
Financial Project No: 446364-1-94-25

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of $625,000 and, FDOT will be funding a maximum of $650,000 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement.

NOW THEREFORE, be it resolved, as follows:

1. The ***TAYLOR COUNTY BOARD OF COMMISSIONERS*** confirms its desire to enter into a Public Transportation Grant Agreement with the ***State of Florida Department of Transportation;***
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI);*
3. The Chairman, Jamie English or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Jamie English or his authorized designee, is herein specifically authorized to enter in to and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 21st day of January 2025 in Regular Session by the ***Taylor County Board of Commissioners.***

Board of County Commissioners
Taylor County, Florida

By: _____
Jamie English, Chairman

Attest: _____
Gary Knowles, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
446364-1-94-25		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55022020228
				Vendor Number:	VF596000879004
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Taylor County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the Design & Construction of Hangar Buildings at Perry-Foley Airport. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices

__ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 31, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $650,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $650,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred

after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email:

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency 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 or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

   Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

   Pursuant to Section 216.1366, F.S., the term:

   iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
   iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Taylor County

By: _____

Name: Jamie English

Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construction of Hangar Buildings

B. Project Location (limits, city, county, map): Perry-Foley Airport/Perry, FL/Taylor

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances.

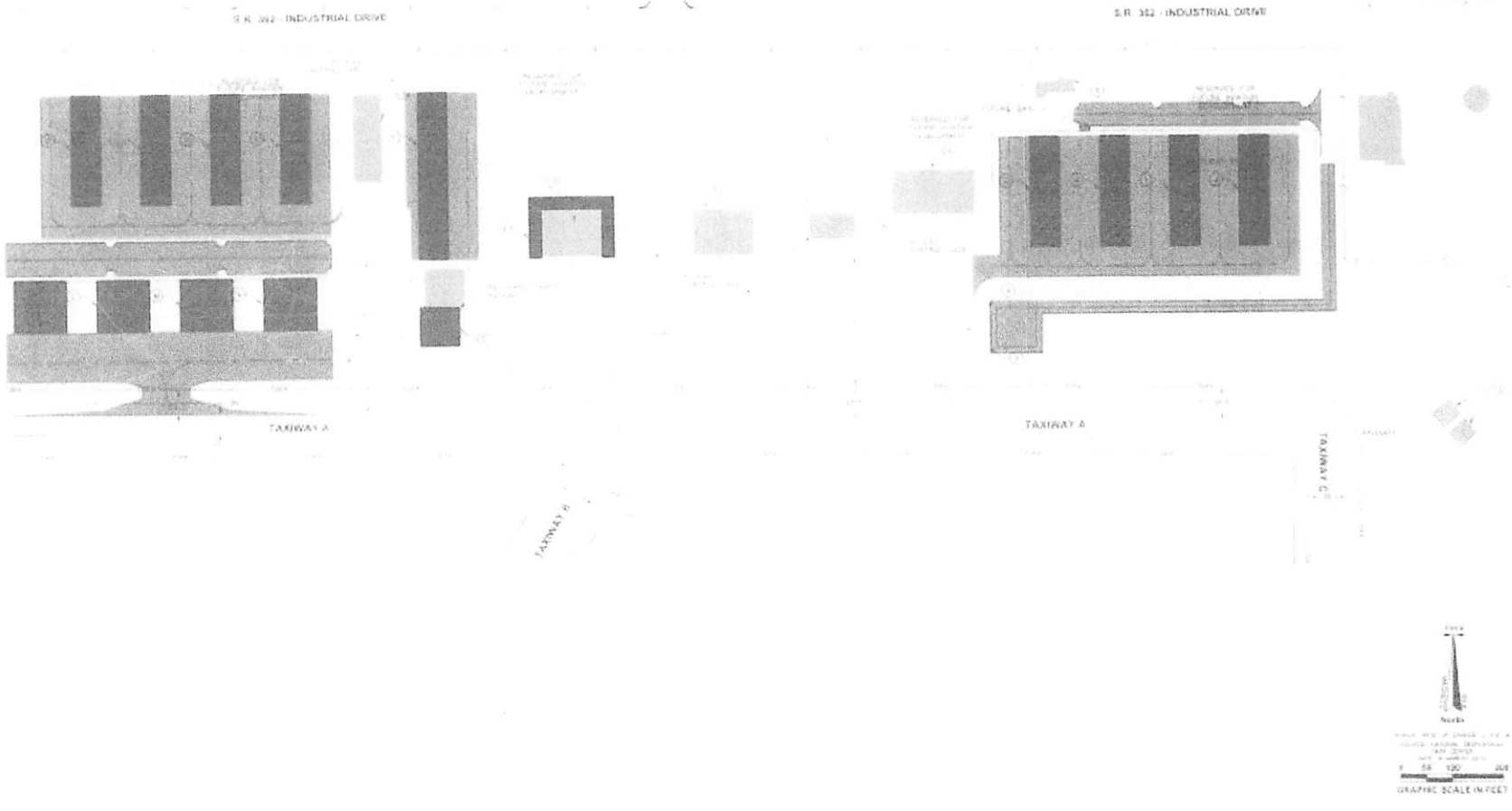
D. Deliverable(s): Design & Construction of Hangar Buildings

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



NOTE:

FUTURE FACILITY DATA

ID NUMBER	DESCRIPTION	ELEVATION IN FEET (AGL) (NAVD88)

EXISTING FACILITY DATA

ID NUMBER	DESCRIPTION	ELEVATION IN FEET (AGL) (NAVD88)

LEGEND

DESCRIPTION	EXISTING	FUTURE	TO BE REMOVED

PERRY-FOLEY AIRPORT

AIRPORT LAYOUT PLAN SET

GENERAL AVIATION BUILDING AREA PLAN

SCALE:

REVISION NO.	DATE	BY	DESCRIPTION

DESIGNED BY: M.S.
DRAWN BY: M.A.
CHECKED BY: M.S.
APPROVED BY: J.R.A.
DATE: JULY 2017

FAA A/P NO: 3-12-0052-013-2014
FDOT FM NO: 421351-1-94-01
AVCON PROJECT NO: 2016.169.01

SHEET NUMBER

5

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446364-1-94-25	DPTO	088719	2025	751000	55.004	Aviation Grant Program	$650,000.00
	Total Financial Assistance						$650,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$650,000.00	$0.00	$0.00	$650,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$650,000.00	$0.00	$0.00	$650,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: Donna.Whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

c. Department Requirements
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. **Airport Financial Plan.**

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure.**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. **Public-Private Partnership for Aeronautical Uses.**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. **Economic Nondiscrimination.**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests.**The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs.**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. **Planning Projects**. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.

b. **Administration**. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. **Project Certifications**. Certify Project compliances, including:

   1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
   2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
   3) Completed construction complies with all applicable local building codes.
   4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. **Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

   1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
   2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
   3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
   4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval.** The Agency assures that:

   1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
   2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
   3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. **Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. **Private Agreements.** For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $650,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at:

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:

The State Projects Compliance Supplement is provided at:

(20)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to review and approve Budget Narrative request to amend the original project budget from $1,075,161 to $1,801,665 for the rehabilitation and/or reconstruction of Hodges Park using Pot 3 RESTORE Act funds. The County is requesting an increase in funding to contract with a consulting/engineering firm for the design/build portion of the project and for additional funding to ensure there is sufficient monies available to construct the park amenities and facilities to coastal resilient standards.**
MEETING DATE REQUESTED:	**January 22, 2025**

Statement of Issue: Board to approve Budget Narrative to increase the original budget by $726,504 for the rehabilitation of Hodges Park with Pot 3 RESTORE Act funds.

Recommended Action: Approve Budget Narrative and increase in budget.

Fiscal Impact: The Hodges Park rehabilitation budget will be increased by $726,504. This will provide the County funding in the amount of $1,765,495 for the project with the Gulf Consortium/Balmoral Group retaining $36,170 for contract administration. No funding will be required from the County.

Budgeted Expense: Yes, a budget amendment will be submitted to Finance to increase the current budgeted amount.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was originally awarded a grant in the amount of $1,075,161 for the rehabilitation of Hodges Park with the County actually receiving $1,032,095. The County is requesting the additional funding to contract with a firm for the design/build portion of the project as well as additional funding to construct the park facilities to coastal resiliency standards. The County recently received an extension of the grant award from March 31, 2025 to March 31, 2027.

Attachments: Budget Narrative

BUDGET NARRATIVE

Notes: The Award budget controls. Any inconsistencies/discrepancies between the budget narrative and the Award budget are resolved in favor of the Approved Budget included in the Notice of Grant Award (NGA). If additional space is needed for any budget category table, please list the total cost for that category in the corresponding table and then complete and attach an itemized list using a blank budget table.

Reset Form

Recipient Name: **Gulf Consortium** Project or Program Name: **Rehabilitation of Hodges Park**

Type: **Subrecipient** FAIN: **GNSSP22FL0037-01-00**

Subrecipient Name, if applicable: **Taylor County**

Project Workplan Name, if applicable: **Not applicable**

Co-Funding Source Name, if applicable: **Not Applicable**

1. FUNDING SUMMARY

Total Amount of Pre-Award Costs Requested	**$ 6,600.00**
Total Amount of Direct Costs Requested	**$ 1,795,065.00**
Total Amount of Indirect Costs Requested	**$ 0.00**
Total Amount of Federal Funding Requested	**$ 1,801,665.00**
Total Amount of Co-Funding Being Provided	**$ 0.00**
Total Amount of Anticipated Program Income	**$ 0.00**
Total Project/Program Costs (including co-funding and program income)	**$ 1,801,665.00**

Provide a brief summary of funding necessary to achieve the proposed scope of work. Summary should provide information regarding direct and indirect costs, potential co-funding if necessary to complete scope of work, and any program income earned during the period of performance.

The rehabilitation of Hodges Park will include: construction of restrooms; construction of a large picnic pavilion; construction and installation of a playground; construction of boardwalk to fishing pier; sidewalks; parking facilities; native vegetation; security lighting; and beach re-nourishment. The facilities will be constructed for resiliency as Hodges Park is located directly on the Gulf. Funding is also being requested for professional services to include engineering, permitting, and design/build and project management services. There will be no in-direct costs incurred. Co-funding will not be necessary to complete the scope of work. There will be no program income earned during the performance period. Hodges Park at Keaton Beach is a key tourism location and of the ONLY County owned public beach. Resiliency is essential due to coastal storms, hurricanes, and potential storm surge.

Amount requested as pre-award costs: $ 6,600

Which entity will be incurring the costs prior to award: **Recipient**

Pre-award costs incurred by the Gulf Consortium (Recipient) and/or the Balmoral Group who provides administrative over site of the sub-recipient on behalf of the Gulf Consortium.

Please provide the date pre-award costs incurred:_____

Justification and purpose for incurring costs prior to award: (e.g., activities conducted and why those activities are/were needed prior to award).

The Gulf Consortium is the Recipient and the Balmoral Group provides administrative over site of the funding received by the grant sub-recipient. The Balmoral Group reviews all grant applications and associated documents prepared by the County (sub-recipient) and submits said documents to the Gulf Ecosystem Restoration Council for funding approval.

A. Personnel Costs:

Position/Role	Unit	# of positions	Unit Cost	% Time (devoted to project)	Quantity	Quantity Description	Total
NOT APPLICABLE	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
	N/A			0.00%		N/A	**$ 0.00**
						Total Personnel:	**$ 0.00**

Provide a brief justification, including description of duties and responsibilities, for each position listed inthe Personnel table above.

No Personnel Costs will be incurred for the project.

Not applicable .

Describe whether the proposed compensation is consistent with that paid to other personnel engaged in similar work both within and outside your organization.

Briefly describe the methodology that will be used to track and allocate each employee's time to the project, or program. (e.g., does the agency use automated time and attendance tracking systems with unique project specific tracking codes, will hours be tracked manually, or will another method be used).

Not applicable.

B. Fringe Benefits:

Position(s)	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)
Not applicable .		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		0.00%	**$ 0.00**
		Total Fringe:	**$ 0.00**

Describe the basis used for calculation of fringe benefits. Refer to Budget Preparation Guidance for additional information regarding fringe benefits.

Not applicable .

C. Travel:

Purpose of Travel	Destination	# of Trips	# of Travelers	Item	Quantity or Rate	Unit Cost	Total
Not applicable.				N/A			$ 0.00
				Lodging			$ 0.00
				Lodging			$ 0.00
				Lodging			$ 0.00
				Lodging			$ 0.00
				Lodging			$ 0.00
				Lodging			$ 0.00
				Lodging			$ 0.00
				Lodging			$ 0.00
						Total Travel:	$ 0.00

Provide description for Other Travel Item if selected in the table above:

Not applicable.

Provide a brief justification indicating how proposed travel is needed to achieve the goals and objectives of the project or program.

Not applicable.

D. Construction:

Note: For projects in which acquisition of real property is required, include costs for due diligence and acquisition in the Land Acquisition category below.

Budget Category	Item Name/Description	Unit Cost	Quantity or Rate	Total
Construction Management and Legal Expenses	Construction Management fees have an estimated cost of $150,000. Project inspection fees are included in this.			**$ 150,000.00**
Architectural and Engineering Fees	Estimated engineering design/build costs will be $250,000.			**$ 250,000.00**
Other Architectural and Engineering Fees	Not applicable.			**$ 0.00**
Project Inspection Fees	Inspection fees are included in Construction Management			**$ 0.00**
Site Work	A new parking facility, sidewalks, beach re-nourishment,			**$ 557,095.00**
Demolition and Removal	Existing structures have been removed from the site.			**$ 20,000.00**
Construction	Restrooms, picnic pavilion, boardwalk to fishing pier, and			**$ 748,400.00**
Contingencies	Unknown additional costs or rising costs.			**$ 40,000.00**
Other				**$ 0.00**
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
			Total Construction:	**$ 1,765,495.00**

Provide justification for all Construction related expenditures detailed on the Construction Table above. Include how the estimated Construction costs were determined.

Hodges Park at Keaton Beach is essential for tourism development in the County as it is the only public beach and heavily used year round. All elements of the scope of work are critical for the park to offer recreational opportunities to all ages and abilities. The sub-recipient is requesting an increase to the original budget to ensure the infrastructure and park amenities are constructed to be resilient and withstand coastal weather. The engineering, design/build, and project management costs were estimated by the County's primary engineer. Construction costs were estimated by the engineer when submitting the original budget and additional costs were added to harden the structures and ensure for resiliency.

Select the type of construction project proposed:

- [x] New Construction
- [ ] Renovation
- [ ] Linear Infrastructure
- [ ] Ecosystem Restoration
- [ ] Other (provide description below)

Existing structures and infrastructure have been removed from the project site. The budget includes minimal demolition costs for the removal of remaining concrete and/or debris.

If engineering and design is included in the project, what is the target level of design to be achieved under the award? **100% Design**

What is the estimated useful life of the project? (Provide description if different components have different estimated useful lives)

With the exception of the playground, the project will have an estimated useful life of 30+ years . With adequate maintenance , the playground will have an estimated useful life of approximately 25+ years.

How was the estimated useful life determined?

The estimated useful life was determined by the previous lifespan of structures, infrastructure and amenities located at Hodges Park as well as information obtained from vendors. In addition, the useful life of other park sites in Taylor County was taken into consideration . As the park site is located directly on the Gulf, hurricane resiliency measures will be taken into account in all aspects of the construction.

Who will hold title to the land where the construction will occur? **Subrecipient**

If Other, provide the name and relationship, if any, to Recipient or Subrecipient.

Not applicable.

Will the recipient or subrecipient have control of the land for the estimated useful life of the project? **Yes**

If the recipient or subrecipient will not have title or otherwise have control of the land, who will control the land?

The Sub-recipient (Taylor County) will have control of the land and the park site.

If the Recipient or Subrecipient does not hold title to the land, what type of agreement(s) will be in place to ensure that the Recipient or Subrecipient can operate and maintain the project for its estimated useful life?

Taylor County will hold title to the land and will operate and maintain the project site for it's estimated useful life.

If the project is for construction or renovation of a building, who will occupy the building? **Subrecipient**

The project includes the construction of restrooms and a large picnic pavilion. The County will operate and maintain the facilities. The restroom and pavilion will be for recreational use and will not be "occupied".

What is the Flood Zone designation? Please attach a Flood Zone Map showing the location of the project to the application.

Flood Zone VE. The Flood Zone Map is an attachment to the Budget Narrative.

E. Land Acquisition and Improvements to Real Property

Note: Amounts for Land Structures, Rights of Way, Easements, and Due Diligence will be added together on the SF-424C. Include costs for construction improvements in the Construction section above.

Budget Category	Item Name/Description	Unit Cost	Quantity or Rate	Total
Legal Expenses				**$ 0.00**
Land, Structure, Rights of Way, Easements				**$ 0.00**
Appraisals and Other Due Diligence				**$ 0.00**
Relocation Expenses and Payments				**$ 0.00**
Site Work				**$ 0.00**
Demolition and Removal				**$ 0.00**
Other				**$ 0.00**
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
			Total Land Acquisition:	**$ 0.00**

Type of acquisition: **Select Acquisition Type**

Have one or more specific parcels been identified for acquisition or improvement and, if so, have these parcels been described in the application? **N/A**

Note: If parcels have not been identified, provide a description of the selection process in the application narrative.

Has the entity who will hold title to the acquired properties been identified? N/A

If yes, provide entity name(s) below.

Not applicable. Land Acquisition is not required for the project.

For acquisition with improvement projects, who will hold title and maintain properties according to the approved use for at least the estimated useful life of the improvement project?

Not applicable.

Has the current owner(s) of the parcel(s) been identified? Select Interest Type

If yes, provide entity name(s) below.

Not applicable.

What interest does the current owner hold? Select Interest Type

Not applicable.

What interest is proposed for acquisition? (i.e., fee simple ownership, conservation easement, etc.).

- ☐ Fee Simple
- ☐ Conservation Easement
- ☐ Easement for purposes other than Conservation (e.g., Rights-of-Ways)
- ☐ Other (provide description below)
- ☐ Unknown

Not applicable.

For improvements, what is the estimated useful life of improvements?

Not applicable.

For conservation projects, will the property or interest in property be held by the identified entity in perpetuity? If not, enter the anticipated length of time that the property is expected to be held. Explain in the application narrative how the purpose of the project/program will be fulfilled in the timeframe identified.

Not applicable. Hodges Park is not a conservation project.

Does any other person or entity hold an interest in the property or have the right to occupy or use the property? If yes, indicate entity and interest or right held. N/A

Not applicable.

Have mineral rights been severed from the parcel(s), (i.e., oil and gas; sand; clay; gravel; or other hard minerals; etc.), or does the application discuss whether mineral rights are expected to be acquired?

Not applicable.

Is the property currently occupied by an individual, business, or farm? N/A

Has any due diligence been completed yet? If yes, please describe what has been completed and when it was completed below. N/A

Not applicable.

Are there any buildings or structures on the property? N/A

Will those buildings or structures remain, be improved, or does the recipient propose removing them?

Not applicable.

If applicable, how will any removal(s) or improvements of those buildings or structures be paid for?

Not applicable.

Has, or will, an environmental site assessment be conducted? If no, please explain why an assessment is not expected, or needed.

Not applicable.

If the property(ies) will be acquired for conservation purposes, is it understood that a plan will be required for long-term management of the property to achieve and maintain the authorized conservation purpose? Describe (1) the conservation purpose and long-term use for the acquisition, and (2) anticipated long term management activities in the application narrative. N/A

Provide justification for all Land Acquisition related expenditures detailed on the Land Acquisition Table above. Include how the estimated Construction costs were determined.

Not applicable. There is no land acquisition involved in the Hodges Park project.

F. Equipment:

Item Name/Description	Procurement Method	Equipment Owner	Unit Cost	Quantity	Total Costs
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
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	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
	Select Procurement Type	Select Equipment Owner			$ 0.00
			Total Equipment Costs:		**$ 0.00**

Provide the basis for cost estimate for each item of equipment.

There will be no equipment purchased for the project. Playground equipment will be purchased and constructed and these costs are included in the construction costs.

Briefly justify the need for each item of equipment to be purchased: (i.e., explain why the equipment is necessary for the project success).

Not applicable.

G. Supplies:

Item Name/Description	Unit Cost	Quantity	Total Costs
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
		Total Supplies:	$ 0.00

Provide the basis for cost estimates or computation: (e.g., vendor quotes, prior purchase of similar or like items, etc.).

No supplies will be purchased.

Provide a justification for the use of each item type or type of item?

Not applicable.

H. Subrecipient(s):

Subrecipient Name	Anticipated Period of Performance	Subrecipient Total Budget Amount
The sub-recipient of the grant is Taylor County.	May 13, 2022 to January 31, 2026	
There are no additional sub-recipients .		
	Total Subrecipient(s):	**$ 0.00**

Note: Please remember to upload a separate Subrecipient Budget Narrative in GrantSolutions that includes expenditures for each object class category. If the Subrecipient is requesting in-direct costs, and has a negotiated in-direct cost agreement, a copy of the Subrecipient's most recent Negotiated In-Direct Cost Agreement must be uploaded in GrantSolutions. A completed Subrecipient and Contractors Worksheet must also be uploaded in GrantSolutions.

Provide the method of selection for each Subrecipient and if known, briefly describe the Subrecipient's qualifications to perform the scope of work.

The grant sub-recipient is a County impacted by the Deepwater Horizon BP Oil Spill of 2010. The County (sub-recipient) has successfully administered multi-million dollar grants for years with no grant administration or audit findings.

Has a Subrecipient Risk Assessment been completed? If not, provide an estimated timeline for completion.

The sub-recipient has completed and submitted a Risk Assessment and annually completes and is in compliance with the Operational Self Assessment (OSA).

If the Subrecipient(s) will be sub-awarding, or passing through funds, provide a description for cost(s) associated with each additional tiered Subrecipient. Description should include information regarding how the requested costs were determined.

The Sub-recipient will not be sub-awarding funds.

Describe the scope of work to be performed by the Subrecipient(s) and relate the services/tasks to the award objectives.

The sub-recipient will be responsible for the complete rehabilitation of Hodges Park and this will include the over site of the professional services including engineering, design/build, and project management services The scope of work also includes the over site of all construction elements as well as site improvements such as beach re-nourishment and planting of coastal friendly vegetation. The sub-recipient will ensure all procurement in the scope of work meets 2 CFR 200 standards. The sub-recipient will prepare and provide all required reporting of the Gulf Coast Ecosystem Restore Council to the Balmoral Group as per the Gulf Consortium Sub -Recipient Agreement.

Describe how the Subrecipient(s) progress and performance will be monitored; identify who is responsible for conducting monitoring and oversight.

The sub-recipient will be completing and submitting progress and performance reports to the Balmoral Group who provides the program administration services and program over site on behalf of the Gulf Coast Ecosystem Restoration Council. The Sub-recipient works closely with the Balmoral Group and obtains advance approval for all expenditures as well as approval of all bid documents and quotes required to be in compliance with 2 CRF 200.

I. **Contractor(s) and Consultant(s):**

Organization	Description	Amount
Balmoral Group	Administrative over site and legal services	**$29, 570.00**
TBD- Included in construction budget	Engineering, design/build, and project management	
TBD- Included in construction budget	Construction Contractor	
	Total Contractual:	**$ 29,570.00**

Note: A completed Subrecipient and Contractors Worksheet must be uploaded in GrantSolutions.

Describe the method of selection of each contractor/consultant and indicate whether the Recipient's formal Procurement Policy or 2 CFR 200.317-327 will be followed. If the contract is sole-sourced, include a detailed justification as to why this organization is the only entity able to perform the contract services.

All services obtained by the sub-recipient will be obtained through the competitive bid process and per 2CFR 200.317-327 and the local procurement process. All bid documents will be approved by the Balmoral Group prior to the County (sub-recipient) advertising for professional and construction services.

Provide a summary justification for the proposed contractor/consultant(s) expenditures listed on the Budget Table document recognizing that the level of detail required will vary with the complexity of the contract and services to be provided. Include how the proposed expenditures were determined.

TBD. Exact expenditures will be determined after the sub-recipient receives and awards bids for professional engineering and construction services. RFP/RFQ's will be advertised, bids received, and contracts will be awarded to the lowest and best bidder. All bid documents, bid results, and awarded contracts will be provided to Balmoral Group by the sub-recipient for review prior to execution thereof.

Describe the specific services/task to be performed by the contractor/consultant and relate them to the accomplishment of program objectives.

Professional Services: Engineering, design /build, and all project management services required for the successful construction and completion of the rehabilitation of Hodges Park.
Construction Contractor: Construction of all facilities, infrastructure, amenities, and improvements as outlined in the Scope of Work for the complete rehabilitation of Hodges Park.

**The Grant Recipient's consultant, Balmoral Group provides all consulting and program over site services.

J. Other Direct Costs:

Item Name/Description	Unit Cost	Quantity	Total Costs
Not applicable.			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
		Total Other Direct Costs:	$ 0.00

Provide a description and the basis for cost estimates or computations for each Other Direct Costs.

Not applicable .

TOTAL DIRECT COSTS (sum of all direct costs A–J)	$ $1,795,065.00

Value of Basis	Rate	Total Indirect Costs
	0.00%	$ 0.00
	Total Indirect Costs:	$ 0.00

Description of Basis: (e.g., total direct costs, MTDC, personnel and fringe only, etc.).

Not applicable .

Note: A copy of the Recipient's or Subrecipient's most recent Negotiated In-Direct Cost Agreement (NICRA) must be uploaded in GrantSolutions if indirect costs are requested. Ensure the Total Calculated In-Direct Costs does not exceed the 3% cap for your organization under the funding source.

Object Class Category	Co-Funding Source	Agreement Type	Co-Funding Amount
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
Select an Object Class Category	Select Co-Funding Source	Select Agreement Type	
		Total Co-Funding:	**$ 0.00**

Other Co-Funding Source description:

Not applicable.

Other Agreement Type description:

Not applicable.

How will co-funding be provided?

- ☐ Cash
- ☐ Goods and Services
- ☐ In-Kind Services
- ☐ Other (provide description below)

Describe how co-funding will be utilized to achieve the purpose of the award. Include a description of whether costs will be shared proportionally across the entire agreement or specific costs, (e.g., subrecipient construction costs), or whether co-funding will be used to pay for specific items of cost in their entirety.

Not applicable.

Note: For each source of co-funding, provide documentation of commitment from the source (e.g., letter of commitment) as an attachment to the application.

$ 0

How will anticipated program income be generated?

Not applicable.

What is the requested methodology to be used in handling program income generated during the period of performance? **Select Methodology**

(12)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to consider approval to hire full time Building Official**
MEETING DATE REQUESTED:	**January 21, 2025**

Statement of Issue: To provide for plan review, permitting, planning and inspection services for Taylor County.

Recommended Action: Approve

Fiscal Impact: $72,200 annual salary range plus partial benefits, Mr. McKeever will waive health insurance coverage.

Budgeted Expense: partially budgeted

Submitted By: LaWanda Pemberton, County Administrator
Contact: (850)838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County Administrator is respectfully requesting approval to hire Mr. George Terry McKeever as full time Building Official. Mr. McKeever has over 40 years experience combined as a building and roofing contractor. His hiring status is contingent upon approval for a Provisional License. If approved he would have two years to obtain his Building Official License.

He will be contacting the Florida Department of Business and Profession Regulation to schedule his appointment to request his Provisional License. Until that time it will be necessary to retain Mr. Bobby Johnson as a part time Building Official. Mr. Johnson will be training Mr. Ellison and will be responsible for plan review and Departmental oversight until Mr. Ellison has obtained his Provisional License. It is anticipated that Mr. Johnson will work 24-28 hours per week until Mr. McKeever is fully trained and licensed.

Options: Approve/Do Not Approve and continue recruitment

Attachments: Resume
Response to offer

January 13, 2025

Tracy Rowell
Taylor County Building Department
224 S. Jefferson St.
Perry, Florida 32347

Tracy,

I know you told me you would be busy with depositions today, so I thought I would email you. I believe you offered me the Building Official position at $28.80 an hour. Thank you for the offer, but it is not quite enough money.

I do not need health benefits, nor do I want them. That should save the county a considerable amount of money.

If the county can start my pay at $ 35.00 an hour I will be happy to start as soon as you would like.

With 43 years as a Building and Roofing Contractor, I know I have the experience and dedication you are looking for.

I look forward to hearing from you at your earliest convenience.

Sincerely,

George Terry McKeever

Traci Rowell

From: Terrance McKeever <t.mckeever@mac.com>
Sent: Monday, January 13, 2025 9:47 AM
To: Traci Rowell
Subject: Building Official Position
Attachments: Tracy Rowell 1-13-25.pdf

George McKeever

4032 Seaview Blvd, Perry, FL 32348
Phone: (850) 371-6319
Email: t.mckeever@mac.com

Objective

I'm a highly meticulous and experienced contractor seeking a challenging position as Building Inspector for a reputable organization. Equipped with over 35 years in conducting detailed inspections, ensuring buildings meet all codes and regulations, and providing comprehensive reports of findings. Excellent knowledge of building construction processes, safety procedures and zoning laws. I'm aiming to utilize my strong problem-solving skills and commitment to ensuring public safety in the built environment.

Ability Summary

Building & Roofing Supervisor
Chief Building Inspector
Building Inspector

Employment History

06/1986 - 12/2022 **President**
Terrance McKeever Enterprises, Inc., Tarpon Springs, FL

Building Contractor
Roofing Contractor
Operated construction and Roofing Company, built houses and commercial buildings
Proficient in all forms of roofing