

**SUGGESTED AGENDA**

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

**TUESDAY, MARCH 16, 2021  
9:00 A.M.**

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

**IN AN EFFORT TO PROTECT THE PUBLIC AND THE BOARD OF COUNTY  
COMMISSIONERS, A CONFERENCE LINE HAS BEEN SET UP TO  
ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.**

**CONFERENCE LINE: 1-817-900-1022  
ACCESS CODE: 922474**

**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.

**THIS MEETING WILL ALSO BE LIVE STREAMED ON THE TAYLOR  
COUNTY BOARD OF COUNTY COMMISSIONERS FACEBOOK PAGE  
<https://www.facebook.com/taylor.bocc>**

**If you wish to view the meeting on Facebook** you must have a Facebook profile. Search under  
Taylor Bocc and you can view the meeting at 9:00 AM. The Facebook livestream will not be  
monitored for questions or comments, please call the conference call number if you wish to  
speak.

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE SEALED PROPOSALS FOR [REDACTED], SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO RECEIVE BIDS FOR [REDACTED], SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO HANGAR LEASE AGREEMENT WITH BIG TOP MANUFACTURING, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER APPROVAL OF CONTRACTUAL AGREEMENT FOR THE PLANNING BOARD ATTORNEY POSITION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER FUNDS FOR WATERWAY SAFETY MANAGEMENT, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

10. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS/ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF GAS PLANT ROAD, UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY OUTREACH PROGRAM, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
11. THE BOARD TO CONSIDER APPROVAL OF THE TRANSPORTATION DISADVANTAGED SERVICE PLAN (TDSP) 2016-2021 ANNUAL UPDATE FOR FISCAL YEAR 2020-2021, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
12. THE BOARD TO CONSIDER APPROVAL OF 2021 SPRING E911 RURAL COUNTY MAINTENANCE GRANT APPLICATION, AS AGENDAED BY KATIE MORRISON, 911 COORDINATOR.
13. THE BOARD TO CONSIDER APPROVAL OF REIMBURSEMENT FOR 2020 FALL MAINTENANCE E911 GRANT, AND REQUEST TO KEEP SAID FUNDS, AS AGENDAED BY THE 911 COORDINATOR.

PUBLIC REQUESTS:

14. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT #2 TO COOPERATIVE AGREEMENT 69A36519500410INFFL FOR THE TAYLOR COUNTY, FLORIDA COMPETITIVENESS AND EMPLOYMENT BY RAIL PROJECT (CEBYR), AS AGENDAED BY HEATHER PULLEN, GRANT ADMINISTRATOR, LANGTON ASSOCIATES, INC.
15. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH LANGTON ASSOCIATES, INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

16. THE BOARD TO CONSIDER APPROVAL OF THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN (LHAP), CERTIFICATION AND REQUEST TO ADOPT THE AUTHORIZING RESOLUTION, FOR STATE FISCAL YEARS 2021-2022, 2022-2023, AND 2023-2024, AS AGENDAED BY MELODY COX, GRANTS WRITER.

GENERAL BUSINESS:

17. THE BOARD TO DISCUSS THE NAMING OF THE SPORTS COMPLEX, AS AGENDAED BY COMMISSIONER MOODY.

18. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO WAIVE BOAT RAMP FEES FOR THE "HOOKED ON HEROES - TAKE A VETERAN FISHING" EVENT TO BE HELD ON SATURDAY, APRIL 10, 2021, AS AGENDAED BY COMMISSIONER NEWMAN.

COUNTY ADMINISTRATOR ITEMS:

19. THE BOARD TO CONSIDER THE RE-APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY THE COUNTY ADMINISTRATOR.
20. THE BOARD TO CONSIDER THE SALE OF COUNTY OWNED LOTS IN KEATON BEACH, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
21. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
22. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
23. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

**FOR YOUR INFORMATION:**

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

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

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



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:** The Board to consider approval of amendment to Hangar Lease with Big Top Manufacturing.



**MEETING DATE REQUESTED:** March 16, 2021

**Statement of Issue:** To allow use of hangar and airport property for drive through COVID-19 vaccinations by the County Health Department.

**Recommended Action:** Approve

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** 850-838-3500 ext. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County Health Department has requested the use of the Airport property and the hangar owned by Big Top Manufacturing for drive through COVID-19 vaccinations. The owner has provided verbal approval for the use of the hangar for this purpose. The County Health Department feels they would be able to reach a throughput of 30 vaccinations every 15 minutes with this drive through clinic. Upon approval of the Board of County Commissioners, the hangar owner and the County Health Department and partners would plan a drive through clinic.

**Options:** Approve/not approve

**Attachments:** Partially executed Hangar Lease Agreement  
Lease addendum  
Letter from County Attorney



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### Perry-Foley Airport Corporate Lease Agreement Ramp Space for Shade Hangar

This **Ramp Space for Shade Hangar Agreement** (the "Agreement") entered into as of this 1<sup>st</sup> day of March, 2021 by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and Big Top Manufacturing ("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. **Ramp Space for Shade Hangar:**

Lessor hereby leases to Lessee an area of 4,900 square feet for the use of parking and tie down space located at Perry-Foley Airport, 517 Industrial Park Drive Perry, Florida 32348. The aircraft shade hangar, hereinafter called the "Hangar," erected in this location will be purchased by the Lessee. The Hangar shall be used and occupied by Lessee solely for the storage of aircraft which will be stored in the shade hangar as listed in "Attachment A". Lessee will inform Lessor immediately if there are changes to "Attachment A". Exception will be granted for aircraft owned by a customer/client of Big Top Manufacturing, Inc. and for medical transport aircraft and/or helicopters for a period of no more than seven (7) days.

2. **Term:**

The term of this agreement shall be a two (2) year period, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Payable on the 1<sup>st</sup> day of each month, during the term of this lease. This lease agreement may be renewed for additional terms.

3. **Rent:**

Lessee shall pay the Lessor \$0.07 per square foot for Lessee Owned Hangar and additional parking and aircraft ramp space. Lease shall be for 4,900 sq. ft x \$0.07 = \$343.00 x .07% tax = \$367.00 per month, payable in advance by the first day of each month. This rate shall be reviewed annually by the Airport Manager, Airport Advisory Committee, and the Taylor County Board of Commissioners. The rental rates shall be re-determined based on the change in the Consumer Price Index, as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be changed 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 (11<sup>th</sup>) 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 401 Industrial Park Drive, Perry, Florida 32348.

4. **Hangar Relocation:**

In the event there is a need to relocate the Hangar to a different location on the airport ramp, a suitable location will be provided and at least a 180 day notification will be given. The subsequent relocation will be paid for by the Lessor which would include the cost of any disassembly, ramp repairs, new site preparation, and re-assembly. Hangar relocation will only be requested in an emergency situation if requested prior to the end of lease or point of renewal.

5. **First Right of Refusal:**

In the event the Lessee decides to sell the Hangar, the Lessor will have the right to purchase the hangar at the fair market value. If the parties are unable to agree on fair market value then an independent appraiser shall be appointed to render an opinion of fair market value. If the parties

cannot agree on an appraiser, one shall be appointed by the Circuit Court in and for Taylor County, Florida.

**6. Manner of Giving Notice:**

Notice given pursuant to the provisions of the Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person whom the notice is to be given, or mailed postage prepaid addresses to such person. Lessor's address for this purpose is 401 Industrial Park Drive Perry, Fl. 32348.

**7. Termination:**

This Lease may be terminated if the Lessee does not pay the monthly rent installment or by decision of the Taylor County Board of Commissioners. A written notice shall be given thirty (30) days before termination. If the Lease is terminated for non payment, it is the Lessee's responsibility to remove the Hangar from the Lessor's property.

**8. Obligations of the Lessee:**

- a. **Storage:** The Shade Hangar shall be used only for storage of the Aircraft or owners vehicle(s) while aircraft is in use as identified in "Attachment A".
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Shade 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. 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:** Shade Hangars are for storage of aircraft only, or owner vehicle(s) when aircraft(s) are in use. Maintenance and repairs of aircraft may be conducted on site; however the shade hangars may not be used as a maintenance repair shop on a regular basis. Other then preventative maintenance performed by an owner, maintenance must be completed by a licensed A. & P. or I.A. mechanic. 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**, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Commercial activity may be conducted on site directly related to Big Top Manufacturing, Inc. Commercial activity not related to Big Top Manufacturing, Inc. is not permissible. 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 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. Lessee may not lease shade hangar space to current (as of date of lease agreement execution) lessee's of t-hangars and/or shade hangars at Perry Foley Airport without prior written consent of Lessor.
- f. If Perry Foley Airport has shade or t-hangar lease space available, Lessee may not lease to potential airport Lessee's.
- g. Environmental Laws:
  - 1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment

and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

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

h. Fire and Building Codes/Extinguisher:

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.

i. Regulatory Review:

Copies of the above regulations can be viewed at the Airport Manager's office.

9. Sublease/Assignments:

**Lessee agrees not to assign this Agreement without prior written approval of Lessor.**

10. 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. 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.

**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. 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 general aviation 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 Shade 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 filed 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.

**Governing Law:**

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



**14. 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.

**15. 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.

**16. 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.

- a. 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

401 INDUSTRIAL PARK DR

PERRY, FL. 32348

2. If to Lessee, address to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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/Director

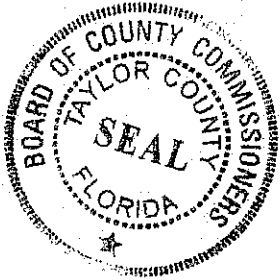
Lessee: \_\_\_\_\_

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

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

By: Gary Knowles  
Attested by ~~Annie Mae Murphy~~ Clerk of Court  
Gary Knowles

By: Thomas O'neal  
County Administrator or  
Chairman of the Board of Commissioners



**ATTACHMENT A**

**ADDITIONAL AIRCRAFT WHICH ARE AUTHORIZED TO USE LEASED SHADE HANGAR SPACE  
AND/OR PARKING SPACE LEASED BY BIG TOP MANUFACTURING, INC.**

**Make/Model/Color:** \_\_\_\_\_

**Registration No.** \_\_\_\_\_

**Make/Model/Color** \_\_\_\_\_

**Registration No.** \_\_\_\_\_

**Make/Model/Color** \_\_\_\_\_

**Registration No.** \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2021

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

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

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue  Daytona Beach FL 32114		<b>CONTACT NAME:</b> Joy Glaug <b>PHONE (A/C, No, Ext):</b> (386) 239-4070 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jglaug@bbdaytona.com	
<b>INSURED</b> BIG TOP MANUFACTURING, INC. 3255 US Highway 19 North  Perry FL 32347		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Valley Forge Insurance Company <b>INSURER B:</b> The Continental Insurance Company <b>INSURER C:</b> XL Specialty Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20508 35289 37885	

**COVERAGES****CERTIFICATE NUMBER:** 21-22**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6043353139	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> <b>CONTRACTUAL LIAB</b>	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MED EXP (Any one person) \$ 15,000				
	OTHER:	PERSONAL & ADV INJURY \$ 1,000,000				
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		6043353111	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6043353125	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000
		AGGREGATE \$ 10,000,000				
		PROD/C-OPS \$ 10,000,000				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC643596224	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	<b>INLAND MARINE</b>		UM00032865MA21A	01/01/2021	01/01/2022	LEASED/RENTED 550,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

**CERTIFICATE HOLDER****CANCELLATION**

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
C/O PERRY-FOLEY AIRPORT  
401 INDUSTRIAL PARK DRIVE  
PERRY FL 32348

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> Brown & Brown of Florida, Inc.		<b>NAMED INSURED</b> BIG TOP MANUFACTURING, INC.
<b>POLICY NUMBER</b> See Page 1		
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1	<b>EFFECTIVE DATE:</b>

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**CURRENT BLANKET POLICY FORMS****GENERAL LIABILITY:**

- 1.) CNA75061XX 0115-GENERAL AGGREGATE LIMIT-PER PROJECT ENDORSEMENT
- 2.) CNA75079XX 0115-BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE ENDORSEMENT (ADDITIONAL INSURED- ONGOING AND COMPLETED OPERATIONS, PRIMARY & NON-CONTRIBUTORY)
- 3.) CNA75101XX 0115-MANUFACTURERS GENERAL LIABILITY EXTENSION ENDORSEMENT (WAIVER OF SUBROGATION, ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MANAGER OR LESSOR OF PREMISES, ADDITIONAL INSURED-STATE OR POLITICAL, ADDITIONAL INSURED-ENGINEERS, ARCHITECTS, SURVEYORS EMPLOYED BY OTHER)
- 4.) CNA74736XX 0115-ADDITIONAL INSURED-ENGINEERS, ARCHITECTS, SURVEYORS (EMPLOYED BY INSURED)

**AUTO LIABILITY:**

- 1.) SCA23500D09 1011-EXTENDED COVERAGE ENDORSEMENT - BA PLUS (ADDITIONAL INSURED)
- 2.) CA0444 1013-WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 3.) CNA71527XX 1012-ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY

**UMBRELLA LIABILITY:**

- 1.) CNA75504XX 0315-PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

**WORKERS COMPENSATION:**

- 1.) WC000313 0484-WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
- 2.) WC420304B - TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

**INLAND MARINE:**

- 1.) HCM050 -0112 -CONTRACTORS EQUIPMENT COVERAGE SOLUTION (LOSS PAYEE)

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

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

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

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

March 2, 2021

VIA E-MAIL

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

Re: Space Lease Addendum Big Top

Dear LaWanda:

Attached please find an Addendum to the Airport Lease with Big Top.

If you approve, don't forget to attach Exhibit "A" which is the Lease signed by Honorable Thomas Demps and whoever signed for Big Top.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

attachment

**ADDENDUM TO HANGAR LEASE  
WITH BIG TOP MANUFACTURING**

On, \_\_\_\_\_, 2021, the Lessor, Taylor County Board of County Commissioners) leased to Lessee, Big Top Manufacturing, a copy of which is attached and marked Exhibit "A".

1. Pursuant to said Exhibit "A"; paragraph 9 of said Lease prohibited the assignment of this Lease without prior written approval of the Lessor.
2. The Taylor County Health Department has requested and the Lessee has agreed to allow said space of the Lease to use the space for vaccinating citizens for the Covid-19 vaccinations.
3. The Lessor is in agreement for the above to be done.
4. Pursuant to said Exhibit "A", the Lessor agrees for the Lessee to allow the Taylor County Health Department to use the space for the vaccinations mentioned above.
5. This Addendum shall terminate upon the Lessees Notice to the Lessor.

DATED this \_\_\_\_ day of March, 2021.

BIG TOP MANUFACTURING

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

TAYLOR COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_  
Chairperson

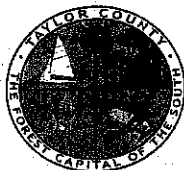


# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## ***County Commission Agenda Item***

**SUBJECT/TITLE:**

**The Board to consider approval of contractual agreement for the Planning Board Attorney.**



**MEETING DATE REQUESTED:**

**March 16, 2021**

**Statement of Issue:** To renew current contractual agreement for one year.

**Recommended Action:** Approve

**Fiscal Impact:** Legal fees for services.

**Budgeted Expense:** Partially budgeted.

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** 850-838-3500 ext. 6

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board of County Commissioners approved a contractual agreement with Leenette Mc Millan in May of 2020 for Planning Board legal services. The original agreement allows the agreement to be renewed annually at the Board's discretion.

**Staff respectfully requests the renewal of the current agreement with Ms. McMillan.**

**Options:** Approve/not approve

**Attachments:** Original contractual agreement  
Draft Contract  
Letter from County Attorney

## **AGREEMENT**

TAYLOR COUNTY, hereinafter referred to as the "County" and  
LEENETTE McMILLAN, Attorney at Law, hereinafter referred to as "Attorney"  
enter into the following Agreement:

### **WITNESSETH**

1. The County is in need of an attorney to advise and meet with the  
Taylor County Planning Board.
2. That the "Attorney" has agreed to be that attorney and attend the  
Planning Board Meetings and advise the Board on matters that come  
before the Board.
3. That this Agreement shall be for the period of time from April 1, 2020  
until March 31, 2021 and may be renewable each year at the  
discretion of the County.
4. In return for these services, the County agrees to pay Leenette  
McMillan as articulated on the attached fee schedule.
5. That the "Attorney's" responsibilities include but are not limited to:
  - a. Attending the Planning Board's meetings.
  - b. Offering advice to the Planning Board on the interpretation of  
the County's Land Development Regulations and  
Comprehensive Plan.

- c. Research questions on planning that come before the Board and giving the Board legal advice.
6. That either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of the intention to terminate this Agreement.
7. The Agreement cannot be assigned by either party without the other party's written consent.

THIS AGREEMENT dated this 17 day of June, 2020.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: Pam Feagle  
PAM FEAGLE, Chairperson

ATTEST:

Gary Kroul, D.C.  
for ANNIE MAE MURPHY, Clerk

Leenette McMILLAN  
LEENETTE McMILLAN, Attorney at Law

## FEE SCHEDULE

1. \$500 per meeting. This includes up to 1.5 hours for the meeting and any travel to and from Perry.
2. For meetings lasting in excess of 1.5 hours, a fee of \$160.00 per hour will be charged in increments of .25 hours (\$40.00 per every .25 hours over 1.5 hours)
3. \$160.00 per hour for research, before or after the meeting, or meeting preparation.
4. County will be invoiced once each month.

**Leenette W. McMillan**

McMillan Law Office, PA  
152 W Main Street, Suite C  
Post Office Box 1388  
Mayo, Florida 32066  
386-294-1688

mcmillanlaw@windstream.net  
Florida Bar Number: 0075779

**QUALIFICATIONS AND BACKGROUND**

---

**Professional Experience**

**MCMILLAN LAW OFFICE, PA**  
**(Established 1998-Mayo, Florida)**

**General Practice with emphasis in the areas of real estate and real property, estate planning, probate, local government, employment law, contracts, Florida corporations and LLCs.**

**Work with or have worked with the following:**

Lafayette District School Board, Board Attorney/General Counsel  
Dixie District School Board, Board Attorney/General Counsel  
Three Rivers Regional Library, Board Attorney/General Counsel  
City of Perry, General Magistrate  
Lafayette County Board of County Commissioners, Board Attorney/General Counsel  
Dixie County Board of County Commissioners, Board Attorney/General Counsel  
Steinhatchee Water Association, Board Attorney  
Office of the State Attorney, 3<sup>rd</sup> Judicial Circuit, Assistant State Attorney  
Federal District Court, Tallahassee, Law Clerk to Federal Judge Maurice Paul

**EDUCATIONAL BACKGROUND**

**Florida State University**  
**College of Law, JD 1995**

**Oxford University College of Law**  
**England, 1993**

**Florida State University**  
**B.S. Magna Cum Laude 1991**

**Admitted to the Florida Bar 1996**

**Church and Community  
Involvement**

**Mayo Methodist Church**

*Pianist*

*Chairman of the Board*

**Mayo Rotary**

*Secretary/Program Chair – current*

*Past President*

*RYLA: Youth Leadership Awards Advisor  
& Group Leader 2006-current*

*LHS Interact Advisor*

*(Youth Service Organization) 2008-2014*

*2009 Rotary Service of Above Self Award*

**Florida United Methodist Children's Home**

*Board of Trustees, 2010-2014, Past Vice Chair  
Organization that serves at risk youth*

**Florida Association of County Board Attorneys**

*Board of Directors, 2010-2018*

**North Florida Community College**

*Foundation Board of Directors 2008-2014*

*2008 Outstanding Alumni*

*Commencement Speaker 2012*

**Third Circuit Bar Association**

*Past President*

**Lafayette County Chamber of Commerce**

*Past President*

**FSU College of Law**

*Student Bar Association President*

**Pro Bono Legal Work**

**2012 Florida Bar Pro Bono Award**

**Active Member Voluntary Pro Bono Attorney  
Program**

*Three Rivers Legal Services*

**Elder Law & Non Profit Organizations**

*1998 – current*

*Provide free legal services to the elderly in the  
areas of basic estate planning & real estate;*

*Provide free legal services to non-profit  
organizations and churches in the areas of  
incorporation and basic litigation.*



**Hobbies & Interests**

**Travel**

**Spending time in North Carolina**

**Piano**

**Basketball**

*(hold LHS high school single game scoring record)*

**Quilting**

REFERENCES AVAILABLE UPON REQUEST

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

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

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

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

March 8, 2021

VIA E-MAIL

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

Re: Planning Board Attorney Contract

Dear LaWanda:

Pursuant to your request, please find a draft of a new Contract for Attorney McMillan. You will notice that I made the Agreement to run from April 1, 2021 to March 31, 2022.

Also, I changed 5.a. to "Attending the Planning Board's meetings upon request and notification from the County."

I don't know if she will agree to this but this is what I think you wanted.

Please let me know.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

Enclosure

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

## **AGREEMENT**

TAYLOR COUNTY, hereinafter referred to as the "County" and  
LEENETTE McMILLAN, Attorney at Law, hereinafter referred to as "Attorney"  
enter into the following Agreement:

### **WITNESSETH**

1. The County is in need of an attorney to advise and meet with the  
Taylor County Planning Board.
2. That the "Attorney" has agreed to be that attorney and attend the  
Planning Board Meetings and advise the Board on matters that come  
before the Board.
3. That this Agreement shall be for the period of time from April 1, 2021  
until March 31, 2022 and may be renewable each year at the  
discretion of the County.
4. In return for these services, the County agrees to pay Leenette  
McMillan as articulated on the attached fee schedule.
5. That the "Attorney's" responsibilities include but are not limited to:
  - a. Attending the Planning Board's meetings upon request and  
notification from the County.



- b. Offering advice to the Planning Board on the interpretation of the County's Land Development Regulations and Comprehensive Plan.
  - c. Research questions on planning that come before the Board and giving the Board legal advice.
6. That either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of the intention to terminate this Agreement.
7. The Agreement cannot be assigned by either party without the other party's written consent.

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
THOMAS DEMPS, Chairperson

ATTEST:

\_\_\_\_\_  
GARY KNOWLES, Clerk

\_\_\_\_\_  
LEENETTE McMILLAN, Attorney at Law

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER REQUEST TO TRANSFER FUNDS  
FOR WATERWAY SAFETY MANAGEMENT.



**MEETING DATE REQUESTED:**

MARCH 16, 2021

**Statement of Issue:** TO INSTALL AND REPAIR SIGNAGE IN COUNTY  
WATERWAYS.

**Recommended Action:** APPROVE TRANSFER OF FUNDS

**Fiscal Impact:** \$12,715

**Budgeted Expense:** NO

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE COUNTY MARINE AGENT HAS IDENTIFIED MULTIPLE  
WATERWAY MARKERS THAT ARE IN NEED OF REPLACEMENT. THE CURRENT  
BUDGET IS NOT SUFFICIENT TO FUND THE NEEDED REPAIR/REPLACEMENT.

THE COUNTY ADMINISTRATOR REQUESTS CONSIDERATION OF A BUDGET  
TRANSFER FOR \$5,000 FROM THE FLORIDA BOATING AND IMPROVEMENT FUNDS  
RESERVES AND THE REMAINING BALANCE OF \$7,715 TO BE FUNDED FROM 3<sup>RD</sup>  
CENT TOURISM/TAX SINKING FUND/RESERVES.

**Options:** APPROVE/NOT APPROVE

**Attachments:** WATERWAYS SAFETY MANAGEMENT FUNDING PLAN  
EXPENDITURE REPORT FUND 629 3<sup>RD</sup> CENT TOURISM  
EXPENDITURE REPORT BOATING/IMPROVEMENT FUND

# **2021 TAYLOR COUNTY WATERWAY SAFETY MANAGEMENT**

	ACTIVITY	CONTRACTOR	DESCRIPTION	AMOUNT	YEARLY	Status	Due Date
1	River light maintenance service	Ken's Concrete	Quarterly maintenance. Contract issued for 3 years. Expires March 2021.	2,375	9,500	Update PO	Quarterly / all year
2	Steinhatchee river waterway signage	D&L Contracting	Remove and relocate Marker #7. Replace signage	4,400 + 2,000	6,400	PO issued	Early April
3	Spring Warrior waterway signage	D&L Contracting	Install poles and signage at boat ramp and install new buoys	6,750 + 3,100	9,850	PO issued	Mid May
4	Econfina waterway signage	TBD	Replace signage, replace buoys, install new buoys, fix Marker #2	11,265	11,265	Quotes received	TBD
5	Econfina river light system parts and repair labor	Ken's Concrete	Request parts to light system manufacturer and replace parts	2,500	2,500	Completed. Waiting for Invoice	Completed
6	Keaton Beach waterway signage	TBD	Replace buoys at canal	2,200	2,200	Request quotes	Early June
7	Keaton Beach Safety navigation	County	Install safety navigation signs at Keaton's dock rails	0	0	To be installed by road Dept.	ASAP

**TOTAL                    41,715**

NOTE: All required signs and buoys are in stock in the county extension office and county warehouse

Total 4007-53401	20,000
Budget 2021	
Total 4007-53401	16,250
Budget Committed	
4007-53401	3,750
Remaining Balance	
Reserve available money	5,000
4007-55240	4,000
transfer money	
<b>Requested money to cover all expenses</b>	<b>12,715</b>

SUNGARD PENTAMATION, INC.  
 DATE: 03/09/2021  
 TIME: 11:10:18

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 7  
 AUDIT21

SELECTION CRITERIA: orgn.fund='004'  
 ACCOUNTING PERIODS: 1/21 THRU 6/21

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 004 - FL BOATING & IMPROVMT FD  
 FD/DEPT - 9004 - BOAT/IMPROVMT FD RESERVES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
004-570-579-9004-9004 - BOAT/IMPROVMT FD RESERVES									
53401			CONTRACTUAL SERVICES		.00	.00		.00 BEGINNING BALANCE	
10/01/20			11-1		.00			POSTED FROM BUDGET SYSTEM	
TOTAL			CONTRACTUAL SERVICES		.00	.00	.00		.00
54610			R&M BUILDINGS & GROUNDS		.00	.00		.00 BEGINNING BALANCE	
10/01/20			11-1		.00			POSTED FROM BUDGET SYSTEM	
TOTAL			R&M BUILDINGS & GROUNDS		.00	.00	.00		.00
59150			TRANSFER TO GENERAL FD		.00	.00		.00 BEGINNING BALANCE	
10/01/20			11-1		.00			POSTED FROM BUDGET SYSTEM	
TOTAL			TRANSFER TO GENERAL FD		.00	.00	.00		.00
59915			RESERVE-CAPITAL PROJECTS		.00	.00		.00 BEGINNING BALANCE	
10/01/20			11-1		5,000.00			POSTED FROM BUDGET SYSTEM	
TOTAL			RESERVE-CAPITAL PROJECTS		5,000.00	.00	.00		5,000.00
TOTAL TOTL/DEPT - BOAT/IMPROVMT FD RESERVES					5,000.00	.00	.00		5,000.00
TOTAL FUND - FL BOATING & IMPROVMT FD					31,500.00	.00	16,329.64		15,170.36
TOTAL REPORT					31,500.00	.00	16,329.64		15,170.36

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.  
DATE: 03/09/2021  
TIME: 10:43:41

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 4  
AUDIT21

SELECTION CRITERIA: orgn.fund='629'  
ACCOUNTING PERIODS: 1/21 THRU 6/21

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 629 - 3RD% TOURISM TAX/INFRASTR  
FD/DEPT - 1362 - 3RD CENT TOURISM TRANSFER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
629-580-581-1362-1362 - 3RD CENT TOURISM TRANSFER									
59150			TRANSFER TO GENERAL FD		.00	.00		.00 BEGINNING BALANCE	
10/01/20	11-1				172,377.00			POSTED FROM BUDGET SYSTEM	
TOTAL			TRANSFER TO GENERAL FD		172,377.00	.00	.00		172,377.00
59922			SINKING FUND/RESERVE		.00	.00		.00 BEGINNING BALANCE	
10/01/20	11-1				168,623.00			POSTED FROM BUDGET SYSTEM	
TOTAL			SINKING FUND/RESERVE		168,623.00	.00	.00		168,623.00
TOTAL TOTL/DEPT - 3RD CENT TOURISM TRANSFER					341,000.00	.00	.00		341,000.00
TOTAL FUND - 3RD% TOURISM TAX/INFRASTR					341,000.00	.00	.00		341,000.00
TOTAL REPORT					341,000.00	.00	.00		341,000.00

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**


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

**MEETING DATE REQUESTED:**

March 16, 2021

**Statement of Issue:** Under the direction of the Board, a plans and specifications package was prepared for the improvement of Gas Plant Road from McDaniel Road to Pisgah Road under the Florida Department of Transportation's Small County Outreach Program (SCOP). This information will be presented as a Request For Proposals (RFP) and will be advertised upon receiving approval from the Board and the remaining jurisdictions.

**Recommended Action:** The Board should approve soliciting RFPs for the proposed widening/resurfacing scope of work to be received on April 30, 2021, and opened May 3, 2021. Subsequent approval of received proposals will be contingent upon available funding.

**Fiscal Impact:** FISCAL YR 2020/21 - \$529,768 SCOP Funding remaining

**Budgeted Expense:** YES (Partial)

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### **History, Facts & Issues:**

By the direction of the Board, plans and specifications for the improvement of Gas Plant Road from McDaniel Road at its West end to Pisgah Road at its North end under the FDOT's Small County Outreach Program were prepared. These plans and specifications have been incorporated into a Request for Proposals (RFP) package that will be advertised upon receiving Board approval. The project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 1.02 miles of roadway from 18 ft to 22 ft wide. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications.

The Board previously entered into and approved a Reimbursement Agreement with FDOT in the amount of \$700,000 for the Gas Plant Road project. With the expected CEI expense and the estimated construction cost, Staff is confident and has relayed to FDOT that the remaining funding will be insufficient to complete the entire project as proposed without additional money from FDOT or the Board. Of course, a last resort would be to reduce the project's scope of work. Staff will discuss the funding issue with FDOT once the Board has received known proposals and not calculated estimates.

Once the Board has approved the proposed scope of work, Staff will solicit for proposals. It is intended that proposals for this project be received on April 30, 2021, and opened at the May 3, 2021, regular Board meeting.

**Options:**

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

**Attachments:**

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

## **BID DOCUMENTS**

---

# **Gas Plant Road Widening/Resurfacing FDOT SCOP Project Taylor County, Florida 2016-011-ENG**

---

**March 2021**

**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**

**George & Associates Consulting Eng, Inc.  
1967 Commonwealth Lane, Suite 200  
Tallahassee, FL 32303  
850.521.0344**





## **TABLE OF CONTENTS**

### **PART 1 - BIDDING REQUIREMENTS**

- Invitation to Bid**
- Instructions to Bidders**
- Bid Forms**
- Hold Harmless, Release and Indemnity Agreement**
- Public Entity Crimes Statement**
- Non-Collusion Affidavit**

### **PART 2 - CONTRACT FORMS**

- Agreement between Owner and Contractor**
- Bid Bond**
- Performance and Payment Bond**

### **PART 3 – CONDITIONS OF THE CONTRACT**

- Standard General Conditions**
- Supplementary Conditions**

### **PART 4 – SUPPLEMENTAL SPECIFICATIONS**

### **PART 5 – DRAWINGS (Bound Separately)**

# **PART 1 – BIDDING REQUIREMENTS**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### INVITATION TO BID

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

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for Gas Plant Road Widening/Resurfacing**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than **4:00 P.M.**, local time, on **April 30, 2021**. **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 **May 3, 2021**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

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

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

Additional Information may be obtained from:

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

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

## INSTRUCTIONS TO BIDDERS

### TABLE OF CONTENTS

ARTICLE 1 - DEFINED TERMS.....	1
ARTICLE 2 - COPIES OF BIDDING DOCUMENTS.....	1
ARTICLE 3 - QUALIFICATIONS OF BIDDERS.....	2
ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE.....	2
ARTICLE 5 - PRE-BID CONFERENCE.....	4
ARTICLE 6 - SITE AND OTHER AREAS.....	4
ARTICLE 7 - INTERPRETATIONS AND ADDENDA.....	4
ARTICLE 8 - BID SECURITY.....	5
ARTICLE 9 - CONTRACT TIMES.....	5
ARTICLE 10 - LIQUIDATED DAMAGES.....	5
ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS.....	5
ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS.....	5
ARTICLE 13 - PREPARATION OF BID.....	6
ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS.....	7
ARTICLE 15 - SUBMITTAL OF BID.....	7
ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID.....	8
ARTICLE 17 - OPENING OF BIDS.....	8
ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	9
ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT.....	9
ARTICLE 20 - CONTRACT SECURITY AND INSURANCE.....	9
ARTICLE 21 - SIGNING OF AGREEMENT.....	10
ARTICLE 22 - SALES AND USE TAXES.....	10
ARTICLE 23 - RETAINAGE.....	10
ARTICLE 24 - CONTRACTS TO BE ASSIGNED.....	10

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

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

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

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

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

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

---

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

[A. Valid Business/Contractor Licensing/Registration Information]

[B. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]

[C. The successful Contractor and any subcontractors shall enroll in and be in compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system prior to contract execution.]

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

---

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

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

5.01 Due to recent Florida Governor's Executive Order(s), a pre-Bid conference will not be scheduled for this project. Bidders shall submit all requests for additional information and clarification in writing by email to Engineer at [county.engineer@taylorcountygov.com](mailto:county.engineer@taylorcountygov.com) by 5:00 P.M. local time on Wednesday, April 21, 2021. 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, April 23, 2021. Oral statements may not be relied upon and will not be binding or legally effective.

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

---

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

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

---

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



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

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

---

## **ARTICLE 8 - BID SECURITY**

---

8.01 Bid security will be required for this project.

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

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

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

---

## **ARTICLE 9 - CONTRACT TIMES**

---

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

---

## **ARTICLE 10 - LIQUIDATED DAMAGES**

---

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

---

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

---

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

---

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

---

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

---

### **14.01 *Lump Sum***

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

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

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

## **ARTICLE 15 - SUBMITTAL OF BID**

---

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

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

- [H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]
- [I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.]
- [J. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)]
- [K. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)]
- [L. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)]

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

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

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

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

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

---

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

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

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

---

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

---

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

---

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

---

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

---

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

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

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

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

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

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

---

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

---

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

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

## ARTICLE 21 - SIGNING OF AGREEMENT

---

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

## ARTICLE 22 - SALES AND USE TAXES

---

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

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

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

## ARTICLE 23 - RETAINAGE

---

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

## ARTICLE 24 - CONTRACTS TO BE ASSIGNED

---

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

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

# BID FORM

## East & North Ellison Road Widening/Resurfacing

2016-011-ENG

### TABLE OF ARTICLES

<u>Article</u>	<u>Article No.</u>
ARTICLE 1 – BID RECIPIENT .....	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS .....	1
ARTICLE 3 – BIDDER'S REPRESENTATIONS .....	1
ARTICLE 4 – FURTHER REPRESENTATIONS .....	2
ARTICLE 5 – BASIS OF BID .....	3
ARTICLE 6 – TIME OF COMPLETION .....	3
ARTICLE 7 – ATTACHMENTS TO THIS BID .....	3
ARTICLE 8 – DEFINED TERMS .....	4
ARTICLE 9 – BID SUBMITTAL .....	4

#### ARTICLE 1 – BID RECIPIENT

**1.01** This Bid is submitted to:

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

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

#### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

#### ARTICLE 3 – BIDDER'S REPRESENTATIONS

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

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

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

_____	_____
_____	_____

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

## **ARTICLE 4 – FURTHER REPRESENTATIONS**

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

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



**ARTICLE 5 – BASIS OF BID**

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

Gas Plant Road Widening/Resurfacing Project

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

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

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

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

**ARTICLE 6 – TIME OF COMPLETION**

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

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

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

- I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- J. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- K. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- L. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)

## ARTICLE 8 – DEFINED TERMS

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

## ARTICLE 9 – BID SUBMITTAL

**9.01** This Bid submitted by:

If Bidder is:

### An Individual

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

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

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

### A Partnership

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

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

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

### A Corporation

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

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

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

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

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

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

Attest \_\_\_\_\_

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

A Joint Venture

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

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

*Gas Plant Road Widening/Resurfacing  
Taylor County, Florida*

**Contract:** The intent of this contract is to secure all labor and equipment required for the Gas Plant Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 22 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

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

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

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

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

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

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

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

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

WITNESS:

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

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

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,

(Name of individual signing)

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

of \_\_\_\_\_, \_\_\_\_\_.

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

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

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
WitnessBy: \_\_\_\_\_  
Signature\_\_\_\_\_  
Witness\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced



## **PART 2– CONTRACT FORMS**

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

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

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

**ARTICLE 1 - WORK**

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

*Gas Plant Road Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the Gas Plant Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 22 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

**ARTICLE 2 - THE PROJECT**

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

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

**ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION**

3.01 The Project has been designed by:

**George & Associates Consulting Engineers, Inc.**  
201 East Green Street  
Perry, Florida 32347  
850.838.3500

3.02 The Project will be administered by:

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

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

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Time of the Essence

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

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

A. The Work will be substantially completed within 140 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 150 days after the date when the Contract Times commence to run.

### 4.03 Liquidated Damages

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

### 4.04 Correction Period/Warranty

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

## ARTICLE 5 - CONTRACT PRICE

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

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

	(\$ _____)
(words)	(numerals)

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

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

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

## 6.02 Progress Payments; Retainage

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

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

- a. 90% percent of Work completed (with the balance being retainage); and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

## 6.03 Final Payment

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

## ARTICLE 7 - INTEREST

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

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 81 sheets with each sheet bearing the following general title: Gas Plant Road Widening & Resurfacing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

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

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

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

## **ARTICLE 10 - MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

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

### **10.03 Successors and Assigns**

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

### **10.04 Severability**

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

### **10.05 Preference To State Residents**

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

### **10.06 Public Records Provision**

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

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

#### 10.07 Other Provisions

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

**IN WITNESS WHEREOF**, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

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

**OWNER:**
**CONTRACTOR:**

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

[COUNTY SEAL]

Attest: Gary Knowles

Title: Taylor County Clerk of Court

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

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

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

[CORPORATE SEAL]

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

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

Address for giving notices:

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

(Where applicable)

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

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

**BID BOND**

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

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

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

**BID**

Bid Due Date: April 30, 2021

Project (Brief Description Including Location): *Gas Plant Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Gas Plant Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 22 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number:

Date (Not later than Bid due date):

Penal Sum: \_\_\_\_\_

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER****SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**PERFORMANCE BOND**

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

**CONTRACT**

Date:

Amount:

Description (Name and Location): *Gas Plant Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Gas Plant Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 22 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

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

Attest:

Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

**EJCDC No. C-610 (2002 Edition)**

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

## PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

### CONTRACT

Date:

Amount:

Description (Name and Location): *Gas Plant Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Gas Plant Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 22 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

### BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

#### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

#### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

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

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

Signature and Title

#### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

#### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

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

Signature and Title:

EJCDC No. C-615 (2002 Edition)

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

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

#### 15. DEFINITIONS

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

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

## **PART 3 – CONDITIONS OF THE CONTRACT**

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



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

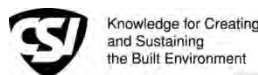
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

Copyright ©2002

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).



## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i> .....	6
1.02 <i>Terminology</i> .....	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i> .....	9
2.02 <i>Copies of Documents</i> .....	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i> .....	9
2.04 <i>Starting the Work</i> .....	9
2.05 <i>Before Starting Construction</i> .....	9
2.06 <i>Preconstruction Conference</i> .....	9
2.07 <i>Initial Acceptance of Schedules</i> .....	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	9
3.01 <i>Intent</i> .....	9
3.02 <i>Reference Standards</i> .....	10
3.03 <i>Reporting and Resolving Discrepancies</i> .....	10
3.04 <i>Amending and Supplementing Contract Documents</i> .....	10
3.05 <i>Reuse of Documents</i> .....	10
3.06 <i>Electronic Data</i> .....	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS	11
4.01 <i>Availability of Lands</i> .....	11
4.02 <i>Subsurface and Physical Conditions</i> .....	11
4.03 <i>Differing Subsurface or Physical Conditions</i> .....	11
4.04 <i>Underground Facilities</i> .....	12
4.05 <i>Reference Points</i> .....	13
4.06 <i>Hazardous Environmental Condition at Site</i> .....	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i> .....	14
5.02 <i>Licensed Sureties and Insurers</i> .....	14
5.03 <i>Certificates of Insurance</i> .....	14
5.04 <i>Contractor's Liability Insurance</i> .....	14
5.05 <i>Owner's Liability Insurance</i> .....	15
5.06 <i>Property Insurance</i> .....	15
5.07 <i>Waiver of Rights</i> .....	16
5.08 <i>Receipt and Application of Insurance Proceeds</i> .....	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i> .....	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i> .....	17
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	17
6.01 <i>Supervision and Superintendence</i> .....	17
6.02 <i>Labor; Working Hours</i> .....	17
6.03 <i>Services, Materials, and Equipment</i> .....	17
6.04 <i>Progress Schedule</i> .....	18
6.05 <i>Substitutes and "Or-Equals"</i> .....	18
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i> .....	19
6.07 <i>Patent Fees and Royalties</i> .....	20
6.08 <i>Permits</i> .....	20
6.09 <i>Laws and Regulations</i> .....	20
6.10 <i>Taxes</i> .....	21
6.11 <i>Use of Site and Other Areas</i> .....	21
6.12 <i>Record Documents</i> .....	21
6.13 <i>Safety and Protection</i> .....	21
6.14 <i>Safety Representative</i> .....	22
6.15 <i>Hazard Communication Programs</i> .....	22
6.16 <i>Emergencies</i> .....	22
6.17 <i>Shop Drawings and Samples</i> .....	22

6.18	<i>Continuing the Work</i> .....	23
6.19	<i>Contractor's General Warranty and Guarantee</i> .....	23
6.20	<i>Indemnification</i> .....	23
6.21	<i>Delegation of Professional Design Services</i> .....	24
ARTICLE 7 - OTHER WORK AT THE SITE .....		24
7.01	<i>Related Work at Site</i> .....	24
7.02	<i>Coordination</i> .....	25
7.03	<i>Legal Relationships</i> .....	25
ARTICLE 8 - OWNER'S RESPONSIBILITIES .....		25
8.01	<i>Communications to Contractor</i> .....	25
8.02	<i>Replacement of Engineer</i> .....	25
8.03	<i>Furnish Data</i> .....	25
8.04	<i>Pay When Due</i> .....	25
8.05	<i>Lands and Easements; Reports and Tests</i> .....	25
8.06	<i>Insurance</i> .....	25
8.07	<i>Change Orders</i> .....	25
8.08	<i>Inspections, Tests, and Approvals</i> .....	25
8.09	<i>Limitations on Owner's Responsibilities</i> .....	25
8.10	<i>Undisclosed Hazardous Environmental Condition</i> .....	26
8.11	<i>Evidence of Financial Arrangements</i> .....	26
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION .....		26
9.01	<i>Owner's Representative</i> .....	26
9.02	<i>Visits to Site</i> .....	26
9.03	<i>Project Representative</i> .....	26
9.04	<i>Authorized Variations in Work</i> .....	26
9.05	<i>Rejecting Defective Work</i> .....	26
9.06	<i>Shop Drawings, Change Orders and Payments</i> .....	26
9.07	<i>Determinations for Unit Price Work</i> .....	27
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i> .....	27
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i> .....	27
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS .....		27
10.01	<i>Authorized Changes in the Work</i> .....	27
10.02	<i>Unauthorized Changes in the Work</i> .....	27
10.03	<i>Execution of Change Orders</i> .....	28
10.04	<i>Notification to Surety</i> .....	28
10.05	<i>Claims</i> .....	28
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK .....		28
11.01	<i>Cost of the Work</i> .....	28
11.02	<i>Allowances</i> .....	30
11.03	<i>Unit Price Work</i> .....	30
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES .....		30
12.01	<i>Change of Contract Price</i> .....	30
12.02	<i>Change of Contract Times</i> .....	31
12.03	<i>Delays</i> .....	31
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK .....		32
13.01	<i>Notice of Defects</i> .....	32
13.02	<i>Access to Work</i> .....	32
13.03	<i>Tests and Inspections</i> .....	32
13.04	<i>Uncovering Work</i> .....	32
13.05	<i>Owner May Stop the Work</i> .....	33
13.06	<i>Correction or Removal of Defective Work</i> .....	33
13.07	<i>Correction Period</i> .....	33
13.08	<i>Acceptance of Defective Work</i> .....	33
13.09	<i>Owner May Correct Defective Work</i> .....	34
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION .....		34
14.01	<i>Schedule of Values</i> .....	34
14.02	<i>Progress Payments</i> .....	34
14.03	<i>Contractor's Warranty of Title</i> .....	36
14.04	<i>Substantial Completion</i> .....	36

14.05	<i>Partial Utilization</i>	36
14.06	<i>Final Inspection</i>	36
14.07	<i>Final Payment</i>	36
14.08	<i>Final Completion Delayed</i>	37
14.09	<i>Waiver of Claims</i>	37
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION		37
15.01	<i>Owner May Suspend Work</i>	37
15.02	<i>Owner May Terminate for Cause</i>	38
15.03	<i>Owner May Terminate For Convenience</i>	38
15.04	<i>Contractor May Stop Work or Terminate</i>	38
ARTICLE 16 - DISPUTE RESOLUTION		39
16.01	<i>Methods and Procedures</i>	39
ARTICLE 17 - MISCELLANEOUS		39
17.01	<i>Giving Notice</i>	39
17.02	<i>Computation of Times</i>	39
17.03	<i>Cumulative Remedies</i>	39
17.04	<i>Survival of Obligations</i>	39
17.05	<i>Controlling Law</i>	39
17.06	<i>Headings</i>	39

**GENERAL CONDITIONS****ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

---

**1.01 Defined Terms**

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract

Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the Scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or

circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a

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 complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor,

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

---

### 2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### 2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

### 2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### 2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

### 2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

---

### 3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### 3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or

discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:



1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent

structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

#### C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the

Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor

may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree

as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the Scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the

Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

### 5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone

directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the

coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically

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, 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 communications given to or received from the superintendent shall be binding on Contractor.

#### 6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

#### 6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools,

appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or

all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

#### 2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:



a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

**B. Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

**C. Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data

about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

**D. Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**E. Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

**F. Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and

Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11 Use of Site and Other Areas

##### A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written

certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

#### D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

#### E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

#### 6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending

resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

#### 6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

#### 6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if

prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 - OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other

contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

### ARTICLE 8 - OWNER'S RESPONSIBILITIES

---

#### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

#### 8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

#### 8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

#### 8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

#### 8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

#### 8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

#### 8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

### **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

---

#### 9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

#### 9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.



D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

#### 9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

#### 9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

#### 9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other

individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

### ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

---

#### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency

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 the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### 11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items,

and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

**B. Costs Excluded:** The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be

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 allowances, and the Contract Price shall be correspondingly adjusted.

## 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease

in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

---

### *13.01 Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

### *13.03 Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### *13.04 Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

### 13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

### 13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not

defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the

acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

### 14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments

and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### A. Applications for Payments

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

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

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

#### B. Review of Applications

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### *C. Payment Becomes Due*

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

#### *D. Reduction in Payment*

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

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

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

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

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

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

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

#### 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.

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

#### 14.05 *Partial Utilization*

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

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

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

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

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

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

##### A. Application for Payment

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

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

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

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

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

#### B. Engineer's Review of Application and Acceptance

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

#### C. Payment Becomes Due

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

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

#### 14.08 *Final Completion Delayed*

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

#### 14.09 *Waiver of Claims*

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

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

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

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

#### 15.01 *Owner May Suspend Work*

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

**15.02 Owner May Terminate for Cause**

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

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

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

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

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

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

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

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

3. complete the Work as Owner may deem expedient.

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

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

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

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

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

**15.03 Owner May Terminate For Convenience**

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

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

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

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

4. reasonable expenses directly attributable to termination.

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

**15.04 Contractor May Stop Work or Terminate**

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

suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 - DISPUTE RESOLUTION

### 16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 - MISCELLANEOUS

### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

**SC-2.02      Delete Paragraph 2.02.A in its entirety and insert the following:**

- A. *Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.*

**SC-4.06      Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A. *No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B. *Not Used.*

**SC-5.04      Add the following new paragraph immediately after Paragraph 5.04.B:**

- C. *The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
  - 1. *Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*

a. <i>State</i>	<i>Statutory</i>
b. <i>Applicable Federal (e.g., Longshoreman's)</i>	<i>Statutory</i>
c. <i>Employer's Liability</i>	<i>\$100,000</i>
  - 2. *Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*

a. <i>General Aggregate</i>	<i>\$1,000,000</i>
b. <i>Products – Completed Operations Aggregate</i>	<i>\$1,000,000</i>
c. <i>Personal and Advertising Injury</i>	<i>\$1,000,000</i>
d. <i>Each Occurrence (Bodily Injury and Property Damage)</i>	<i>\$1,000,000</i>
e. <i>Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.</i>	
f. <i>Excess or Umbrella Liability</i>	
1) <i>General Aggregate</i>	<i>\$1,000,000</i>
2) <i>Each Occurrence</i>	<i>\$1,000,000</i>
  - 3. *Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:*

- a. *Bodily Injury:*
    - 1) *Each person* \$1,000,000
    - 2) *Each Accident* \$1,000,000
  - b. *Property Damage:*
    - 1) *Each Accident* \$ 500,000
  - c. *Combined Single Limit of* \$1,000,000
4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*
- a. *Bodily Injury:*
    - 1) *Each Accident* \$1,000,000
    - 2) *Annual Aggregate* \$1,000,000
  - b. *Property Damage:*
    - 1) *Each Accident* \$1,000,000
    - 2) *Annual Aggregate* \$1,000,000

**5.04.B.1. Additional Insureds:**

***Taylor County Board of County Commissioners***

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

- H. *The Contractor shall not award work valued at more than forty (40%) percent of the Contract Amount to Subcontractor(s), without prior written approval of the Owner.*

**SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:**

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
- 1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
  - 2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

**SC-6.13**

*Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.*

**SC-9.03.A. Add the following language at the end of paragraph 9.03.A:**

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
  - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
  - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Kenneth Dudley, County Engineer  
Hank Evans, Public Works Department Director  
LaWanda Pemberton, County Administrator*

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

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

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

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

**SC-16**

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



## **PART 4— SUPPLEMENTAL SPECIFICATIONS**

## SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving Gas Plant Road under the terms of an FDOT SCOP Agreement. Such improvements include widening and resurfacing an existing approximately 18 ft wide road to a 22 ft wide paved roadway by installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing and adding stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with “Florida Department of Transportation (FDOT) Standard Plans for Road and Bridge Construction”, latest edition or “FDOT Standard Specifications for Road and Bridge Construction”, latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When “FDOT Standard Plans for Road and Bridge Construction” or “FDOT Standard Specifications for Road and Bridge Construction” refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When “FDOT Standard Plans for Road and Bridge Construction” or “FDOT Standard Specifications for Road and Bridge Construction” refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation FDOT Standard Plans for Road and Bridge Construction, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor’s expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference points shall be installed and documentation provided to the County upon project completion.

7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements. All asphalt testing shall be based on a 2,000 ton Lot size.
9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional width or thickness of base material.
12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. AEP is the preferred Prime material. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Unless otherwise authorized, NTSS-1hm, Trackless Tack, will not be permitted as a prime material. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.
13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.
15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

## **PART 5 – DRAWINGS (BOUND SEPARATELY)**

CALL 2 BUSINESS  
DAYS BEFORE  
YOU DIG  
IT'S THE LAW!  
DIAL 811



Know what's below.  
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS

GAS PLANT ROAD (CR 359A)  
WIDENING / RESURFACING PROJECT CONTRACT PLANS

TAYLOR COUNTY PROJECT NO.: 2016-011-ENG

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4-5	TYPICAL SECTIONS
6	GENERAL NOTES
7-16	ROADWAY PLAN-PROFILE
17-18	DRAINAGE STRUCTURES
19-56	CROSS SECTIONS
57-58	STORMWATER POLLUTION PREVENTION PLAN
59	TEMPORARY TRAFFIC CONTROL PLAN
60-64	UTILITY ADJUSTMENTS
SQ-1 - SQ-9	SUMMARY OF QUANTITIES
GR-1	ROADWAY SOIL SURVEY
S-1	TABULATION OF QUANTITIES
S-2 - S-5	SIGNING AND PAVEMENT MARKING PLAN
S-6 - S-7	GUIDE SIGN WORKSHEET

FLORIDA DEPARTMENT OF TRANSPORTATION PROGRAM  
SMALL COUNTY ROAD ASSISTANCE PROGRAM  
GAS PLANT ROAD FDOT FIN ID: 436448-1-54-01; GOW47

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, FY2020-21 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS).

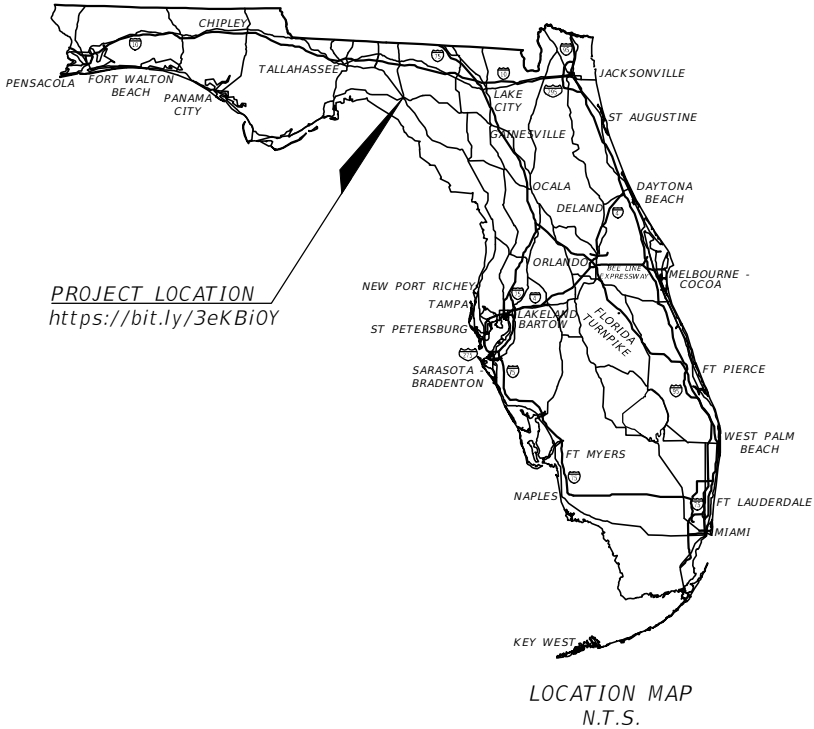
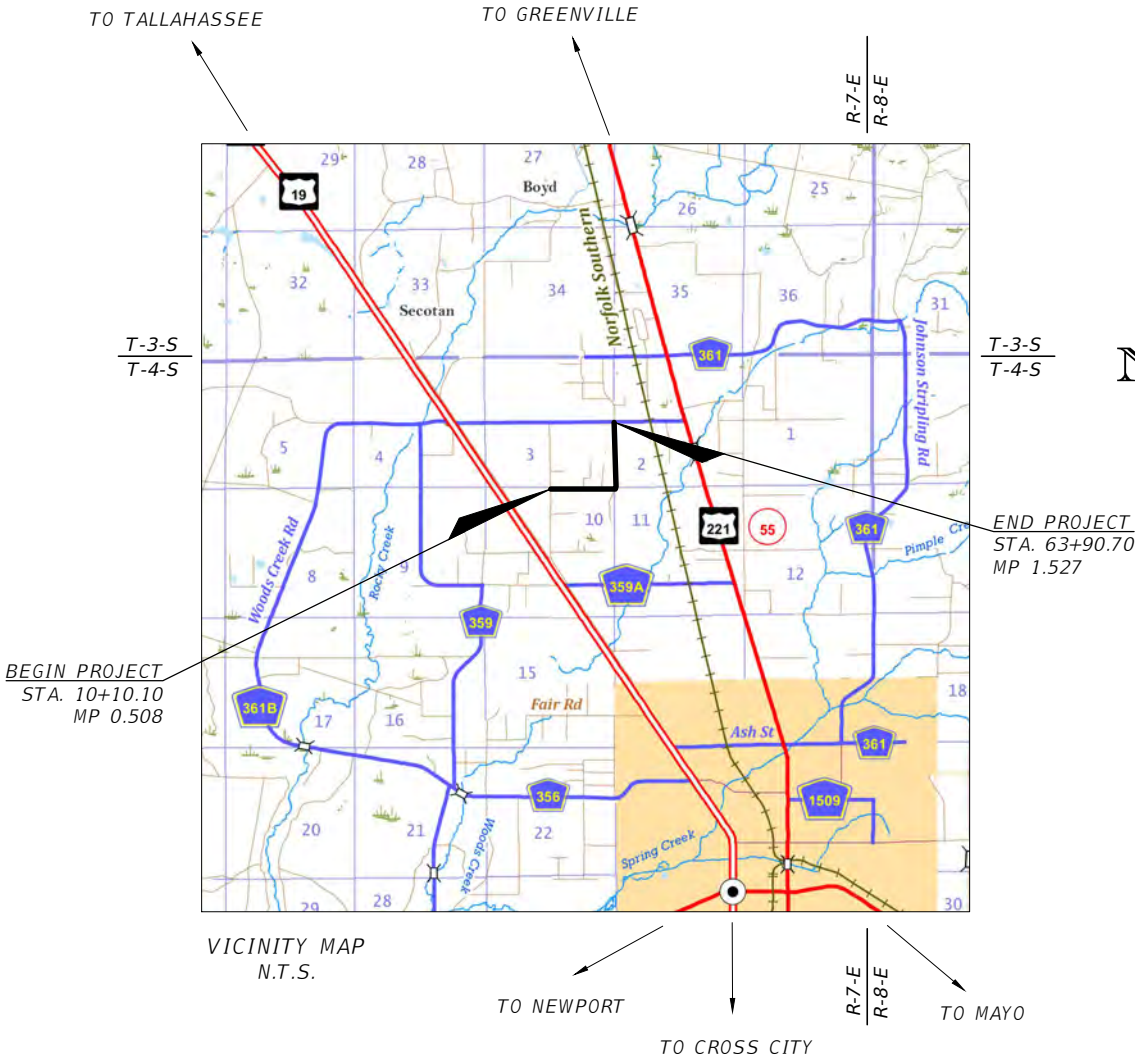
STANDARD PLANS FOR ROAD CONSTRUCTION AND ASSOCIATED IRS ARE AVAILABLE AT THE FOLLOWING WEBSITE:

<http://www.fdot.gov/design/Standardplans.shtm>

FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2020 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

TAYLOR COUNTY CODE OF ORDINANCES  
ALL AS AMENDED BY CONTRACT DOCUMENTS.

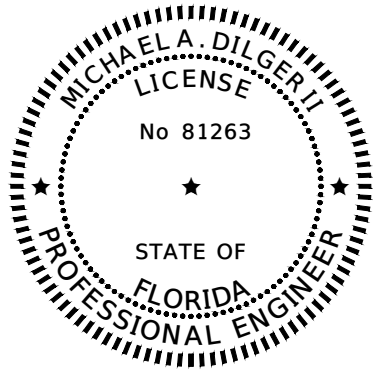


ROADWAY PLANS  
ENGINEER OF RECORD:

MICHAEL A. DILGER II, P.E.  
P.E. NO.: 81263  
GEORGE & ASSOCIATES CONSULTING ENGINEERS, INC.  
1967 COMMONWEALTH LANE, SUITE 200  
TALLAHASSEE, FL 32303  
(850) 521-0344  
VENDOR NO.: 593477859  
CERTIFICATE OF AUTHORIZATION NO.: 7879

TAYLOR COUNTY ENGINEER  
KENNETH DUDLEY, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	20	1



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY

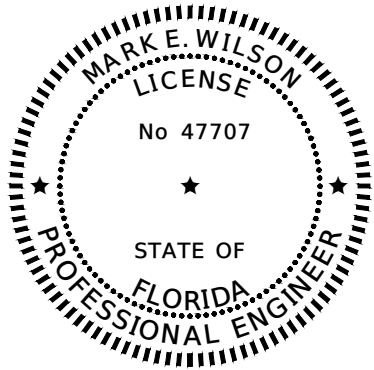
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED  
AND THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

GEORGE & ASSOCIATES CONSULTING ENGINEERS, INC.  
1967 COMMONWEALTH LANE, SUITE 200  
TALLAHASSEE, FL 32303  
MICHAEL A. DILGER II, P.E. NO. 81263

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4-5	TYPICAL SECTIONS
6	GENERAL NOTES
7-16	ROADWAY PLAN-PROFILE
17-18	DRAINAGE STRUCTURES
19-56	CROSS SECTIONS
57-58	STORMWATER POLLUTION PREVENTION PLAN
59	TEMPORARY TRAFFIC CONTROL PLAN
60-64	UTILITY ADJUSTMENTS
SQ-1 - SQ-9	SUMMARY OF QUANTITIES
S-1	TABULATION OF QUANTITIES
S-2 - S-5	SIGNING AND PAVEMENT MARKING PLAN
S-6 - S-7	GUIDE SIGN WORKSHEET



THIS ITEM HAS BEEN DIGITALLY  
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED  
AND THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

SOUTHERN EARTH SCIENCES, INC.  
3642 PEDDIE DRIVE  
TALLAHASSEE, FL 32303  
MARK E. WILSON, P.E. NO. 47707

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
2	SIGNATURE SHEET
GR-1	ROADWAY SOIL SURVEY

R E V I S I O N S				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 359A	TAYLOR	436448-1-54-01		2

TAYLOR COUNTY PROPOSAL SUMMARY OF PAY ITEMS FOR PROPOSAL: GOW47						
LEAD PROJECT: 436448-1-54-01				COUNTY/SECTION:		
PROJECT(S): 43644815401				COUNTY: TAYLOR		
0001 SUMMARY OF ROADWAY						
SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	43644815401	QUANTITY TOTAL
		0101-1	MOBILIZATION 43644815401	LS	1.000	1.000
		0102-1	MAINTENANCE OF TRAFFIC 43644815401	LS	1.000	1.000
		0102-3	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE	CY	157.000	157.000
		0104-10-3	SEDIMENT BARRIER	LF	1774.000	1774.000
		0107-2	MOWING	AC	25.820	25.820
		0110-1-1	CLEARING AND GRUBBING	AC	4.720	4.720
		0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	101.000	101.000
		0110-7-1	MAILBOX, F&I SINGLE	EA	14.000	14.000
		0120-1	REGULAR EXCAVATION	CY	2519.900	2519.900
		0120-6	EMBANKMENT	CY	4488.600	4488.600
		0160-4	TYPE B STABILIZATION	SY	11818.600	11818.600
		0210-1	REWORKING LIMEROCK BASE, 8"	SY	9338.200	9338.200
		0210-2	LIMEROCK-NEW MATERIAL FOR REWORKING BASE	CY	213.500	213.500
		0285-706	OPTIONAL BASE, BASE GROUP 06	SY	3047.200	3047.200
		0286-1	TURNOUT CONSTRUCTION/DRIVEWAY BASE - OPTIONAL MATERIALS	SY	1311.000	1311.000
		0327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	1966.800	1966.800
		0334-1-11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	1833.800	1833.800
		0430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	424.000	424.000
		0430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	LF	22.000	22.000
		0430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 18" SD	LF	38.000	38.000
		0430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	38.000	38.000
		0430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD	LF	10.000	10.000
		0430-524-100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA	6.000	6.000
		0430-524-200	STRAIGHT CONCRETE ENDWALLS, 24", DOUBLE, 0 DEGREES, ROUND	EA	2.000	2.000
		0430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA	2.000	2.000
		0430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	32.000	32.000
		0430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	2.000	2.000
		0430-984-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL/ARCH, 18" SD	EA	2.000	2.000
		0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	118.000	118.000
		0550-10110	FENCING, TYPE A, 0.6'-5.0', STANDARD	LF	715.000	715.000
		570-1-1	PERFORMANCE TURF	SY	20118.000	20118.000
		570-1-2	PERFORMANCE TURF, SGD	SY	2942.000	2942.000

TAYLOR COUNTY PROPOSAL SUMMARY OF PAY ITEMS FOR PROPOSAL: GOW47						
LEAD PROJECT: 436448-1-54-01					COUNTY/SECTION:	
PROJECT(S): 43644815401					COUNTY: TAYLOR	
0002 SUMMARY OF SIGNING						
SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	43644815401	QUANTITY TOTAL
		0700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	18.000	18.000
		0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1.000	1.000
		0700-1-60	SINGLE POST SIGN, REMOVE	AS	13.000	13.000
		0705-10-1	OBJECT MARKER, TYPE 1	EA	3.000	3.000
		0705-10-2	OBJECT MARKER, TYPE 2	EA	10.000	10.000
		0711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	93.000	93.000
		0711-16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.049	2.049
		0711-16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.560	0.560
		0711-16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.912	0.912

PAY ITEM NOTES

THESE QUANTITIES ARE ESTIMATES AND MAY BE ADJUSTED BASED ON ACTUAL FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL FIELD CONDITIONS AND JOB REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL.

- 0102-1

SHALL INCLUDE ALL NECESSARY WORK ZONE SIGNAGE REQUIRED BY THESE PLANS AND/OR THE MUTCD. THIS ITEM SHALL INCLUDE ALL COSTS ASSOCIATED WITH TEMPORARY STRIPING ALONG THE ROADWAY.
- 0110-1-1

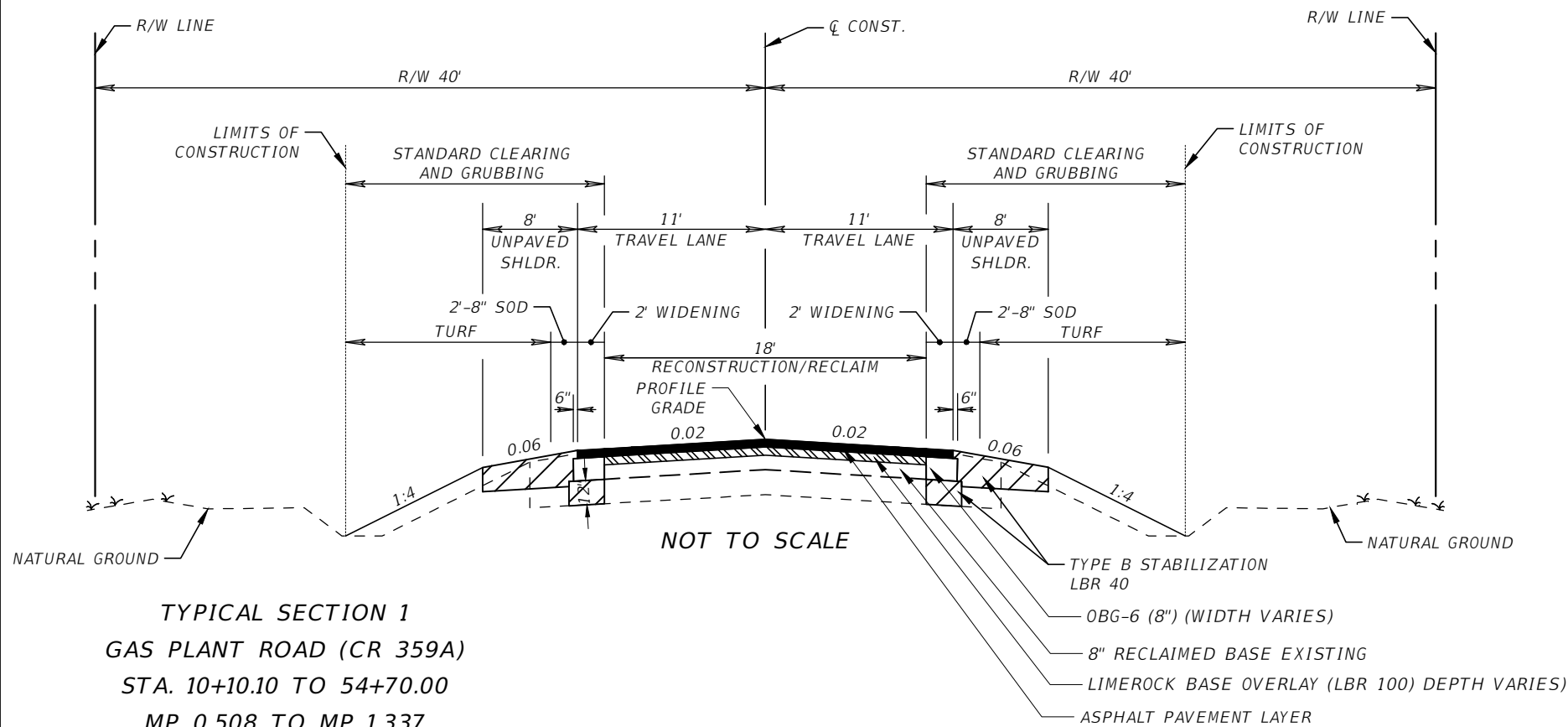
SHALL INCLUDE THE REMOVAL OF ALL OBSTRUCTIONS, TREES, VEGETATION, ETC., WITHIN THE LIMITS OF CONSTRUCTION/DISTURBANCE UNLESS NOTED TO REMAIN.
- 0210-1

SHALL INCLUDE FULL DEPTH RECLAMATION TO A DEPTH OF 8" BY PULVERIZING EXISTING ASPHALT PAVEMENT AND BASE MATERIAL BY A METHOD THAT DOES NOT DAMAGE THE MATERIAL BELOW THE DESIGN DEPTH.
- 0210-2

SHALL INCLUDE THE HAULING, SPREADING, MIXING (ADDED LIMEROCK BASE INTO THE PREVIOUSLY RECLAIMED MATERIAL) AT 10" MINIMUM DEPTH, COMPACTING, PRIME COAT APPLICATION, AND FINISHING ALL LIMEROCK STABILIZING MATERIAL. UTILIZE A MOTOR GRADER OF SUFFICIENT SIZE AND HORSEPOWER TO ADEQUATELY ROUGH GRADE THE PULVERIZED BASE AND FINISH GRADE THE MIXED AND COMPACTED BASE. THE EQUIPMENT SHALL BE IN GOOD WORKING ORDER FREE FROM LEAKS AND CAPABLE OF MAINTAINING AN ACCURATE GRADE AND CROSS-SLOPE.
- 0711-16XXX

SHALL INCLUDE FINAL RAISED PAVEMENT MARKERS (RPMS) PER STANDARD PLANS INDEX 706-001.

R E V I S I O N S				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF PAY ITEMS	SHEET NO.	
DATE	DESCRIPTION		DATE		DESCRIPTION		ROAD NO.		COUNTY	FINANCIAL PROJECT ID
							CR 359A		TAYLOR	436448-1-54-01



**TYPICAL SECTION 1**  
**GAS PLANT ROAD (CR 359A)**  
**STA. 10+10.10 TO 54+70.00**  
**MP 0.508 TO MP 1.337**

**RECONSTRUCTION / RECLAIM**  
**STA. 10+10.10 TO STA. 37+50.00**

RECLAIM EXISTING ASPHALT WITH EXISTING BASE (8" FULL DEPTH RECLAMATION)  
VARIABLE DEPTH LIMEROCK OVERLAY WITH  
TYPE SP STRUCTURAL COURSE (TRAFFIC A) (2")

**RECONSTRUCTION / RECLAIM**  
**STA. 37+50.00 TO STA. 54+70.00**

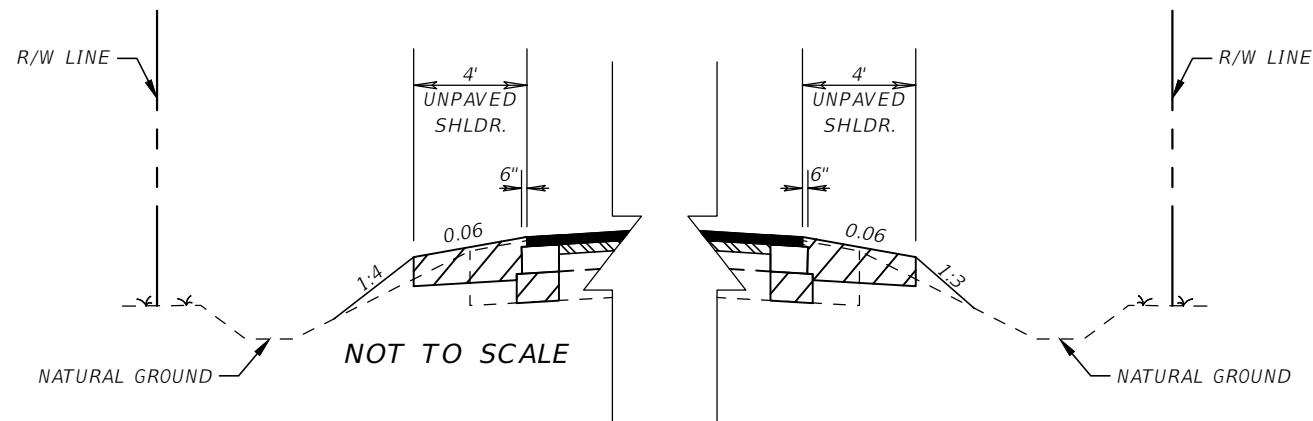
RECLAIM EXISTING ASPHALT WITH EXISTING BASE (8" FULL DEPTH RECLAMATION)  
VARIABLE DEPTH LIMEROCK OVERLAY WITH  
TYPE SP STRUCTURAL COURSE (TRAFFIC A) (3")

**WIDENING**

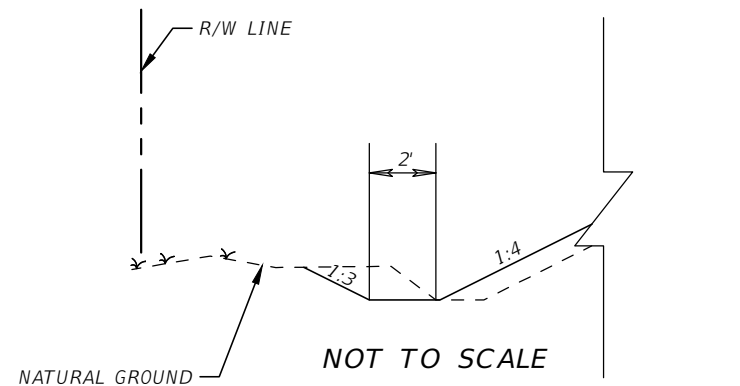
TYPE B STABILIZATION LBR 40  
OPTIONAL BASE GROUP 6 (8") WITH  
TYPE SP STRUCTURAL COURSE (TRAFFIC A) (2")

**TRAFFIC DATA**

CURRENT YEAR = 2020 AADT = 500  
ESTIMATED OPENING YEAR = 2021 AADT = 505  
ESTIMATED DESIGN YEAR = 2041 AADT = 616  
K = % D = % T = 15% (24 HOUR)  
DESIGN HOUR T = N/A  
DESIGN SPEED = 40 MPH  
POSTED SPEED = 35 MPH+  
CLEAR ZONE = 10 FT.  
STOPPING SIGHT DISTANCE = 305 FT.  
PASSING SIGHT DISTANCE = 600 FT.

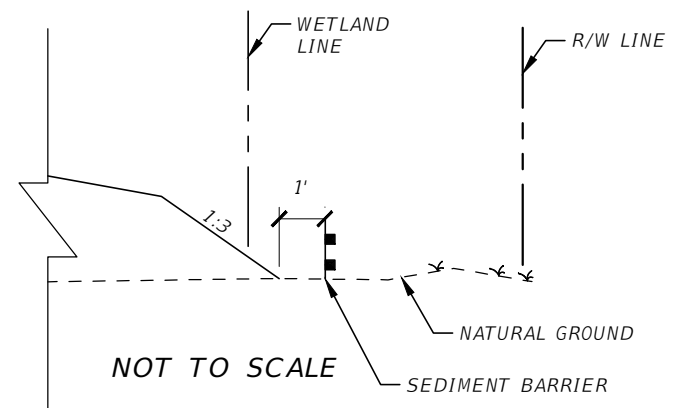


**TYPICAL DITCH SECTION STA. 10+10.10 TO 11+00.00**

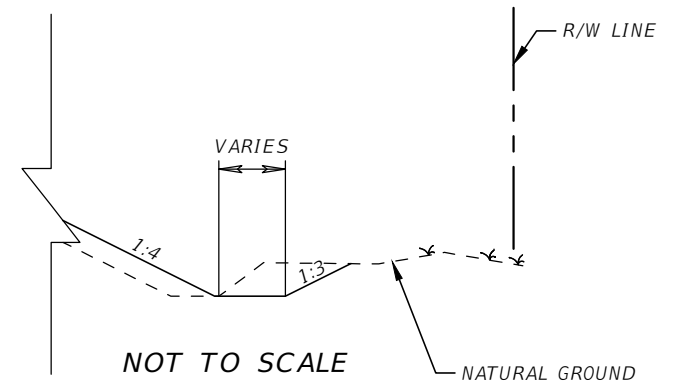


**TYPICAL DITCH SECTION LT**

STA. 11+00.00 TO 34+90.00  
STA. 44+20.00 TO 46+50.00  
STA. 52+30.00 TO 54+00.00  
STA. 55+10.00 TO 62+50.00



**DETAIL RT. STA. 23+00 TO 35+50**



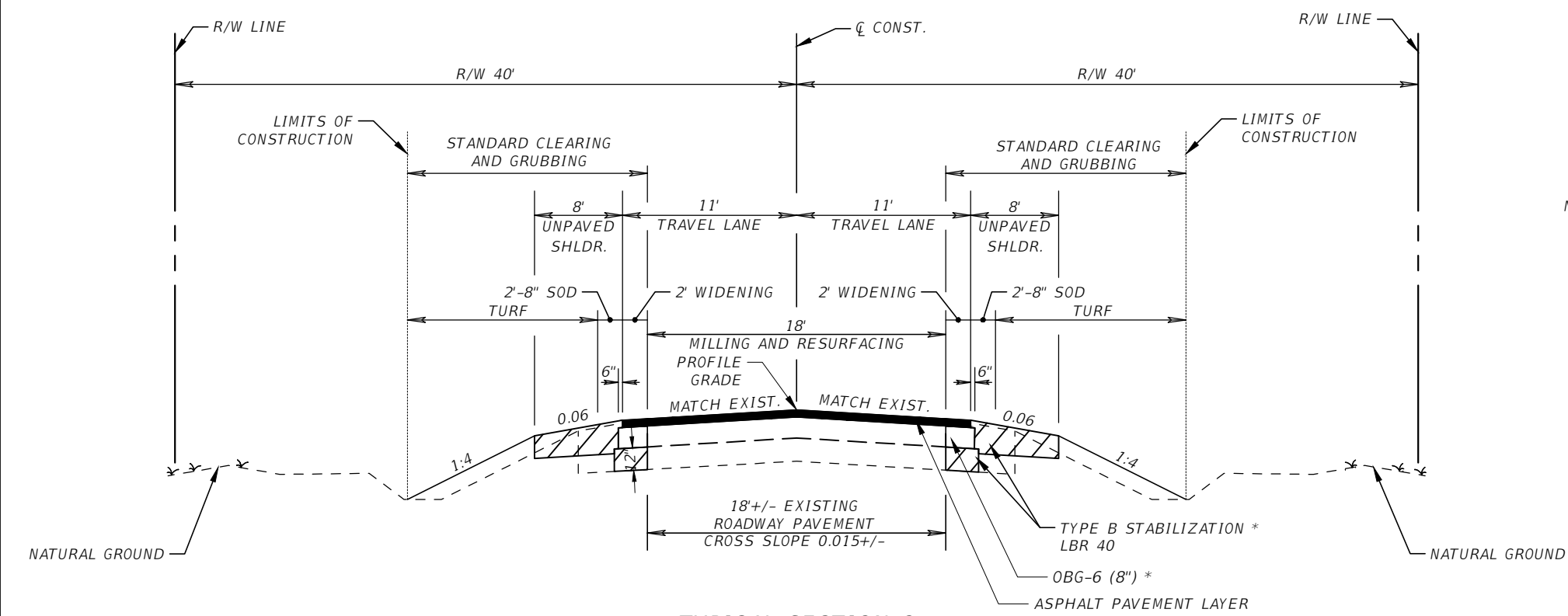
**TYPICAL DITCH SECTION RT**

\*STA. 11+00.00 TO 19+00.00  
STA. 39+50.00 TO 47+60.00  
STA. 51+50.00 TO 53+00.00

\* NOTE: V-DITCH WITH 1:2 BACK SLOPE  
(SEE CROSS SECTIONS FOR DETAILS).

REVISIONS				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTIONS	SHEET NO.  4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 359A	TAYLOR	436448-1-54-01		





NOT TO SCALE

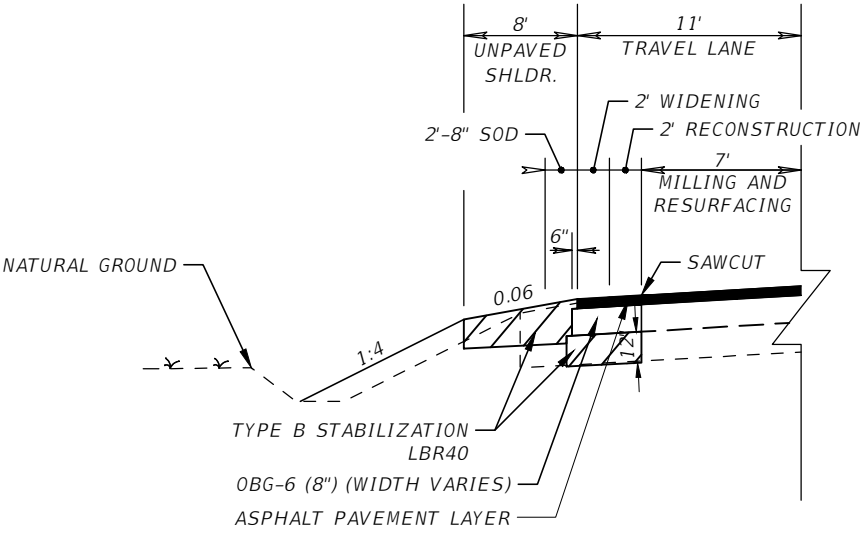
**TYPICAL SECTION 2**  
**GAS PLANT ROAD (CR 359A)**  
**STA. 54+70.00 TO 63+90.70**  
**MP 1.337 TO MP 1.508**  
\* WIDTH VARIES. SEE DETAILS THIS SHEET.

**MILLING & RESURFACING**  
MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1 1/2")  
TYPE SP STRUCTURAL COURSE (TRAFFIC A) (3")

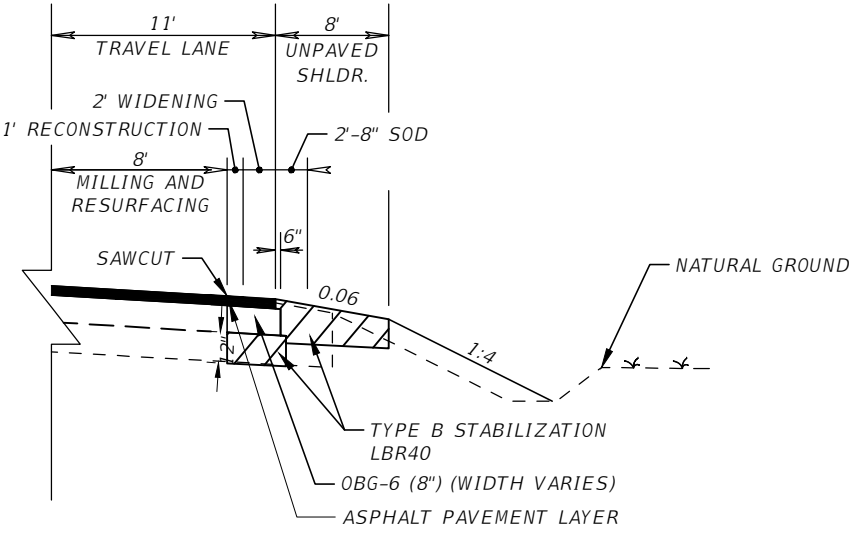
**WIDENING**  
TYPE B STABILIZATION LBR 40  
OPTIONAL BASE GROUP 6 (8") WITH  
TYPE SP STRUCTURAL COURSE (TRAFFIC A) (2")

**TRAFFIC DATA**

CURRENT YEAR = 2020 AADT = 500  
ESTIMATED OPENING YEAR = 2021 AADT = 505  
ESTIMATED DESIGN YEAR = 2041 AADT = 616  
K = % D = % T = 15% (24 HOUR)  
DESIGN HOUR T = N/A  
DESIGN SPEED = 40 MPH  
POSTED SPEED = 35 MPH  
CLEAR ZONE = 10FT.  
STOPPING SIGHT DISTANCE = 305 FT.  
PASSING SIGHT DISTANCE = 600 FT.



**TYPICAL RECONSTRUCTION DETAIL LT**  
STA. 56+40.00 TO STA. 59+00.00  
STA. 60+20.00 TO STA. 61+20.00

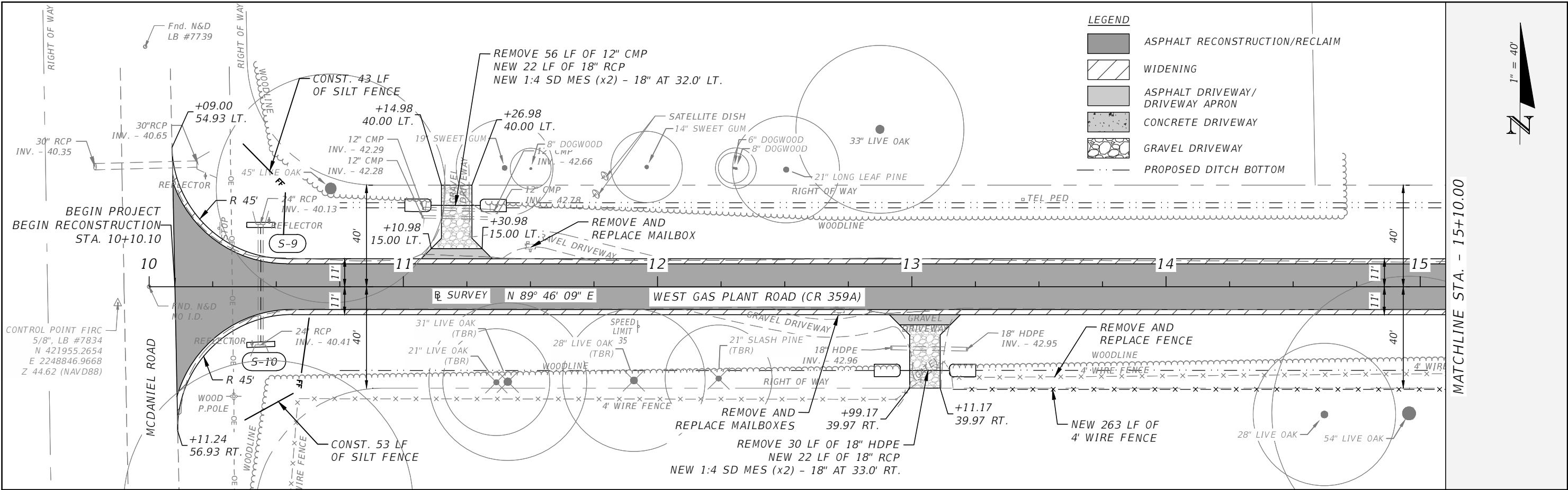


**TYPICAL RECONSTRUCTION DETAIL RT**  
STA. 58+40.00 TO STA. 59+40.00

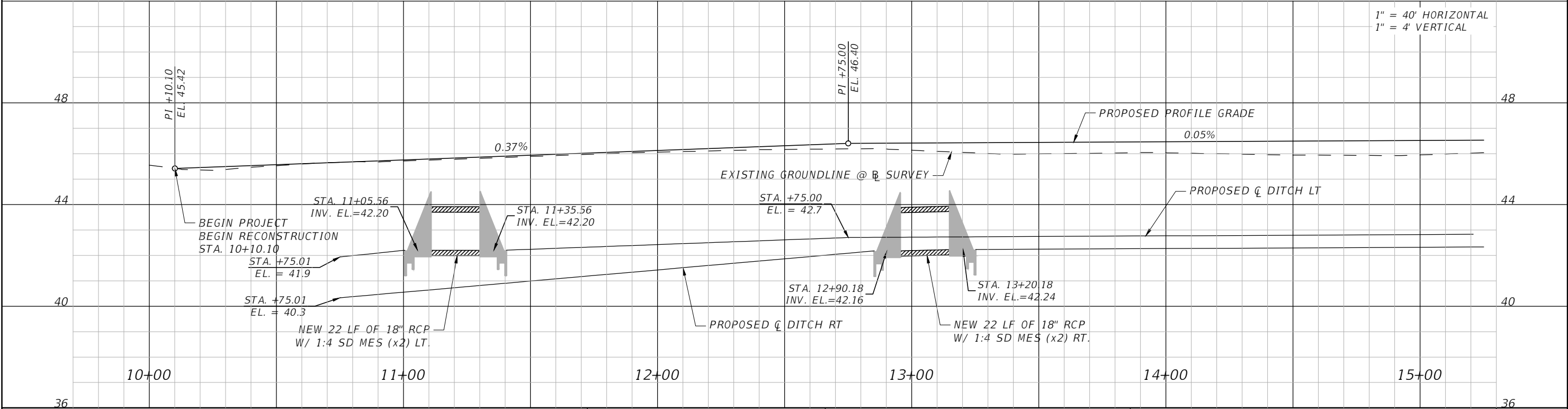
**RECONSTRUCTION**  
TYPE B STABILIZATION LBR 40  
OPTIONAL BASE GROUP 6 (8") WITH  
TYPE SP STRUCTURAL COURSE (TRAFFIC A) (1 1/2")

REVISIONS				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 359A	TAYLOR	436448-1-54-01		5

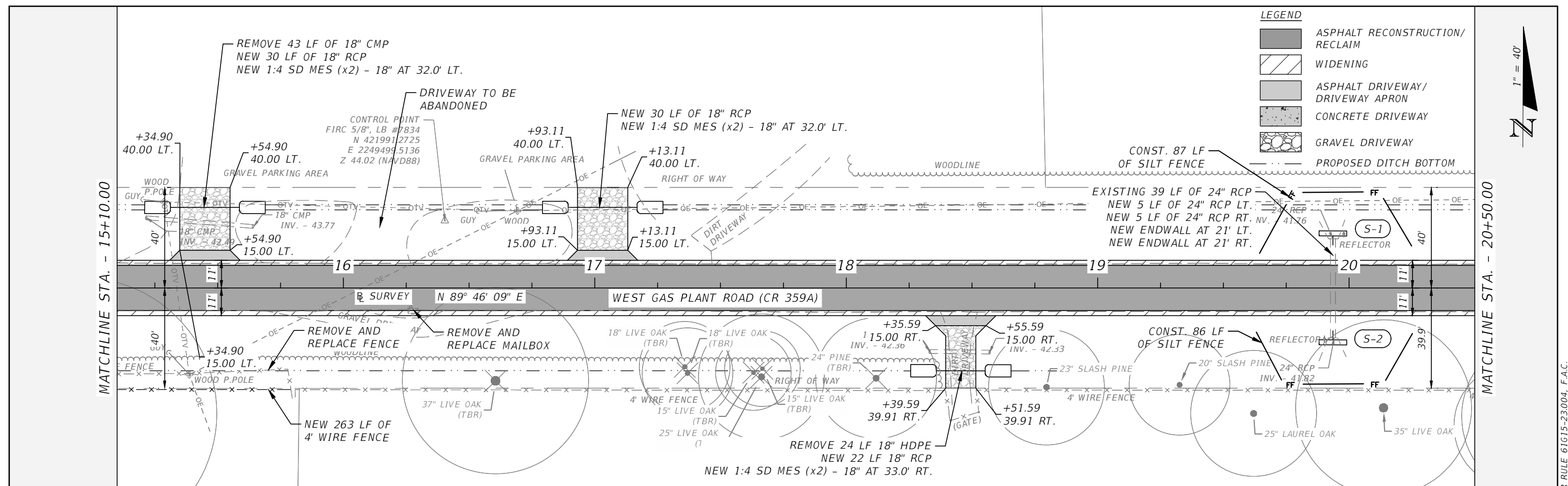




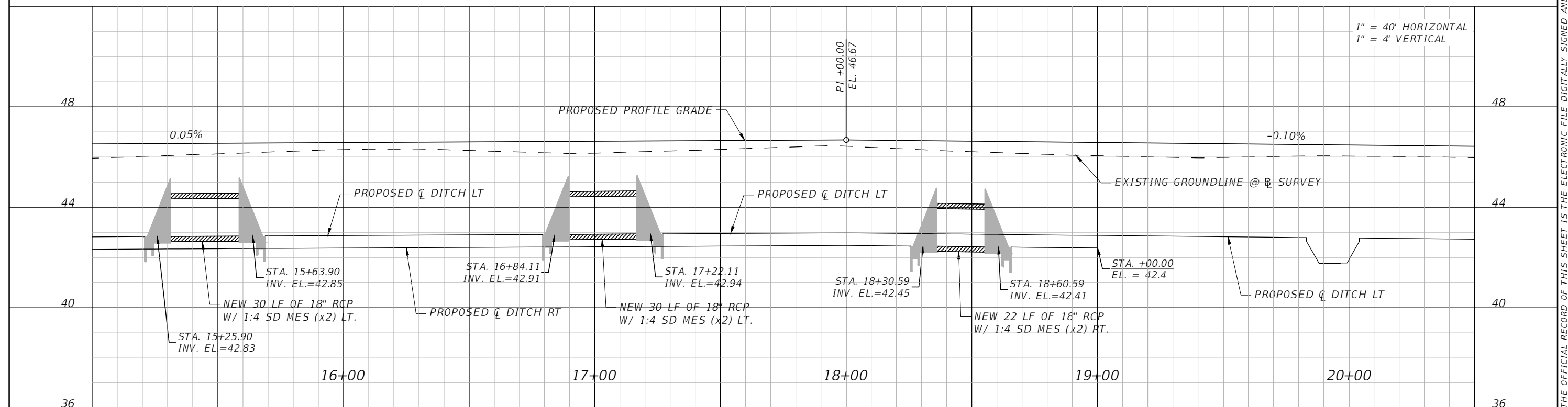
NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS, TREES, ETC., WITHIN THE LIMITS OF DISTURBANCE UNLESS NOTED TO REMAIN. TREES SHOWN ON SURVEY ARE ONLY THOSE OF: DOGWOODS 5" DBH OR GREATER, REDBUD 5" DBH OR GREATER, SOUTHERN MAGNOLIA, RED CEDAR, LIVE OAK, MYRTLE OAK, SWEET GUM, SYCAMORE, PECAN, FLORIDA ELM, RED MAPLE, WATER TUPELO, BLACK WALNUT, AND HICKORY 18" DBH OR GREATER.



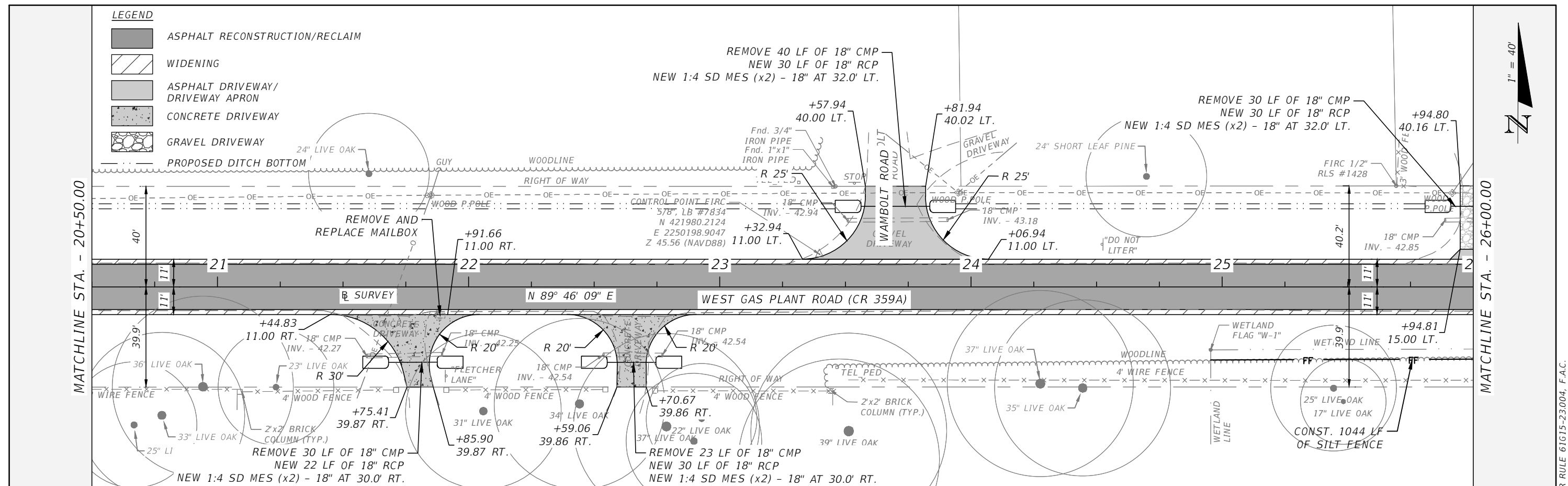
REVISIONS				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (1)	SHEET NO.  7
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 359A	TAYLOR	436448-1-54-01		



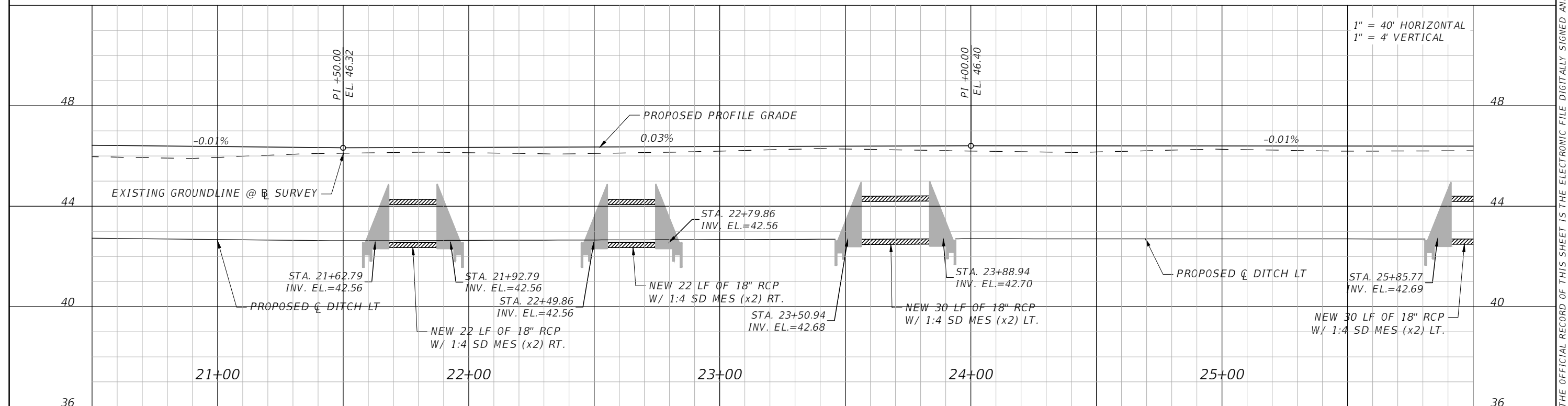
NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS, TREES, ETC., WITHIN THE LIMITS OF DISTURBANCE UNLESS NOTED TO REMAIN. TREES SHOWN ON SURVEY ARE ONLY THOSE OF: DOGWOODS 5" DBH OR GREATER, REDBUD 5" DBH OR GREATER, SOUTHERN MAGNOLIA, RED CEDAR, LIVE OAK, MYRTLE OAK, SWEET GUM, SYCAMORE, PECAN, FLORIDA ELM, RED MAPLE, WATER TUPELO, BLACK WALNUT, AND HICKORY 18" DBH OR GREATER.



				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (2)			SHEET NO.	
DATE		DESCRIPTION		DATE		DESCRIPTION		ROAD NO.	COUNTY				FINANCIAL PROJECT ID	
								CR 359A	TAYLOR	436448-1-54-01				8

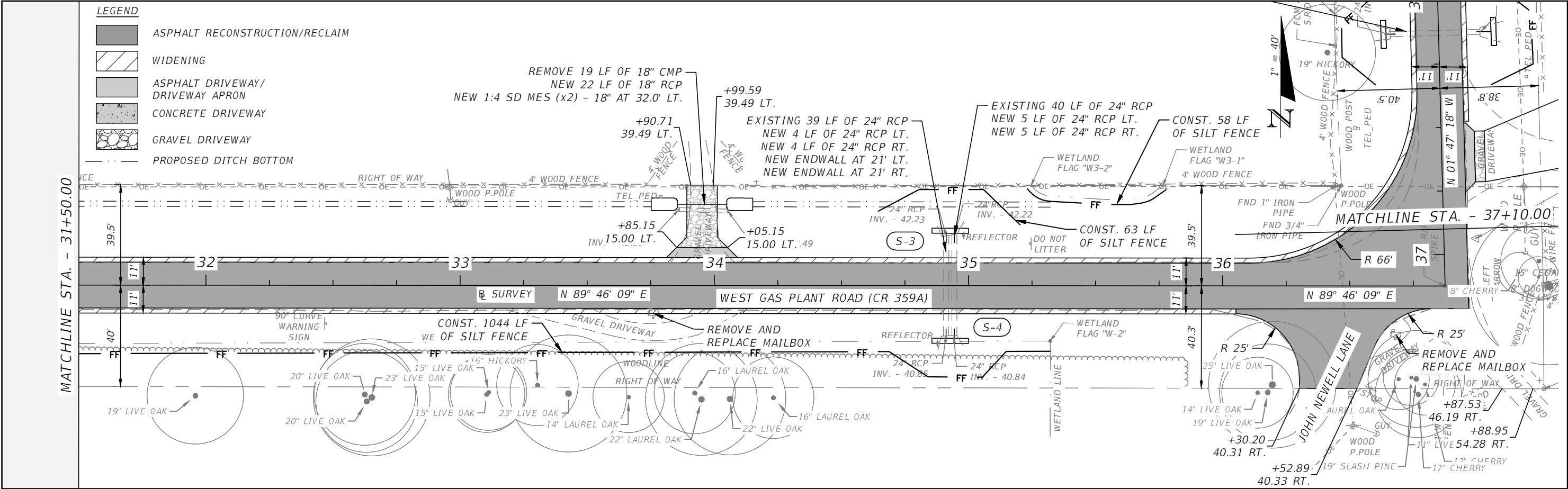


NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS, TREES, ETC., WITHIN THE LIMITS OF DISTURBANCE UNLESS NOTED TO REMAIN. TREES SHOWN ON SURVEY ARE ONLY THOSE OF: DOGWOODS 5" DBH OR GREATER, REDBUD 5" DBH OR GREATER, SOUTHERN MAGNOLIA, RED CEDAR, LIVE OAK, MYRTLE OAK, SWEET GUM, SYCAMORE, PECAN, FLORIDA ELM, RED MAPLE, WATER TUPELO, BLACK WALNUT, AND HICKORY 18" DBH OR GREATER.

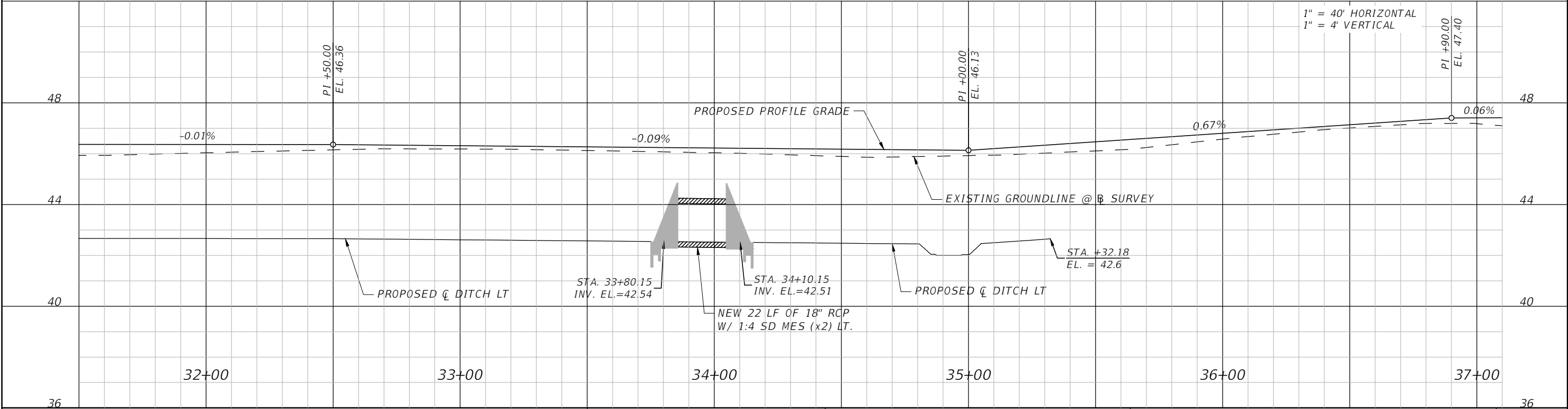


REVISIONS				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (3)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 359A	TAYLOR	436448-1-54-01		9

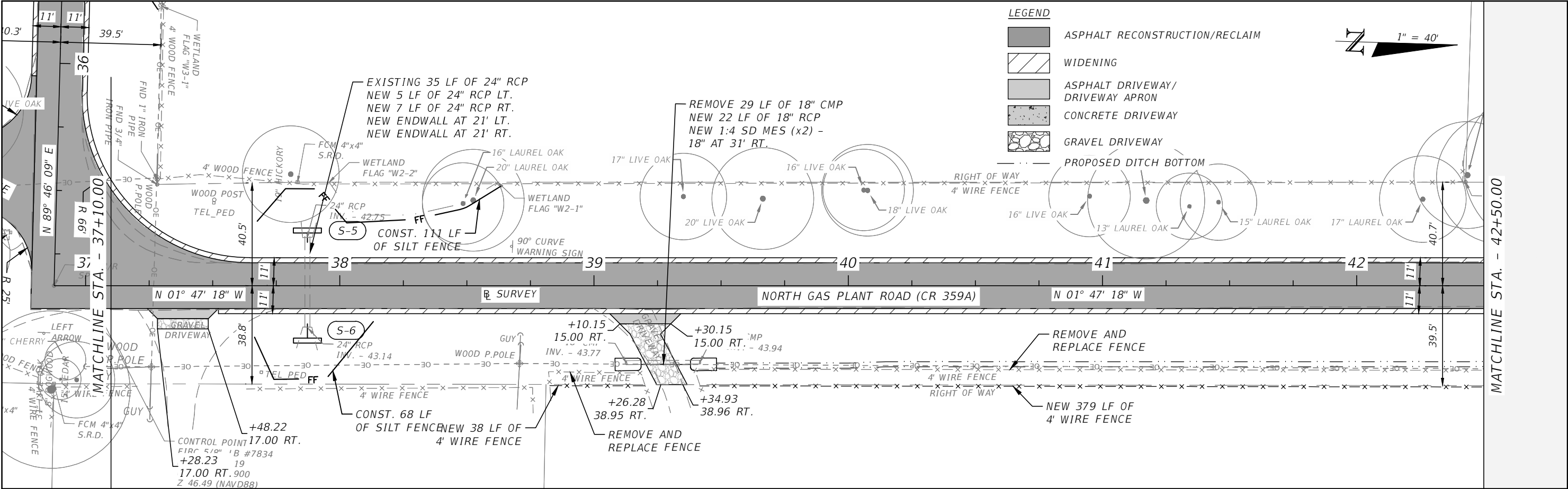




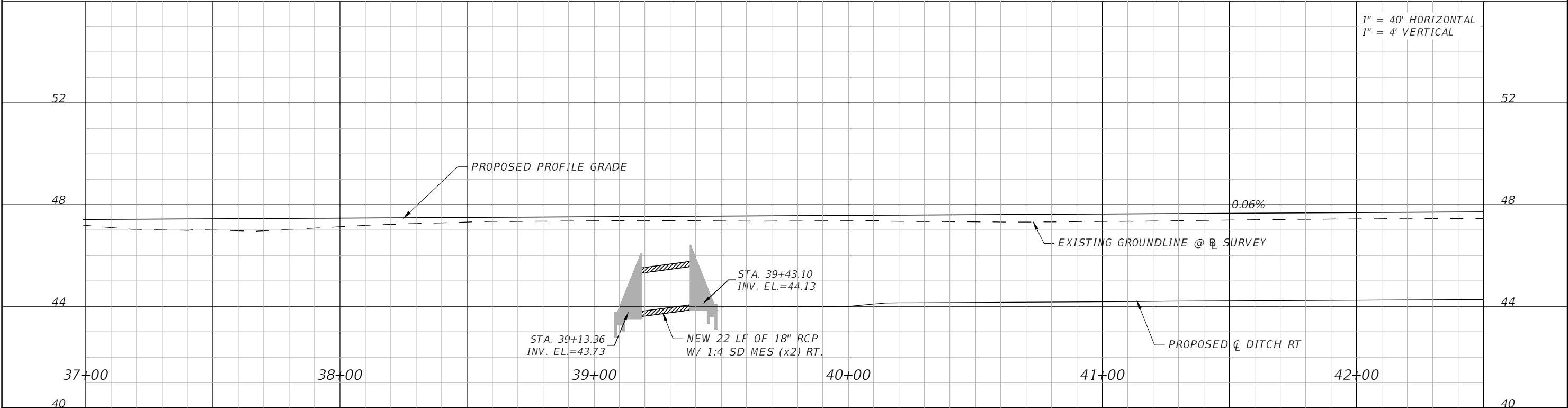
NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS, TREES, ETC., WITHIN THE LIMITS OF DISTURBANCE UNLESS NOTED TO REMAIN. TREES SHOWN ON SURVEY ARE ONLY THOSE OF: DOGWOODS 5" DBH OR GREATER, REDBUD 5" DBH OR GREATER, SOUTHERN MAGNOLIA, RED CEDAR, LIVE OAK, MYRTLE OAK, SWEET GUM, SYCAMORE, PECAN, FLORIDA ELM, RED MAPLE, WATER TUPELO, BLACK WALNUT, AND HICKORY 18" DBH OR GREATER.



REVISIONS				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (5)	SHEET NO.  11
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 359A	TAYLOR	436448-1-54-01		

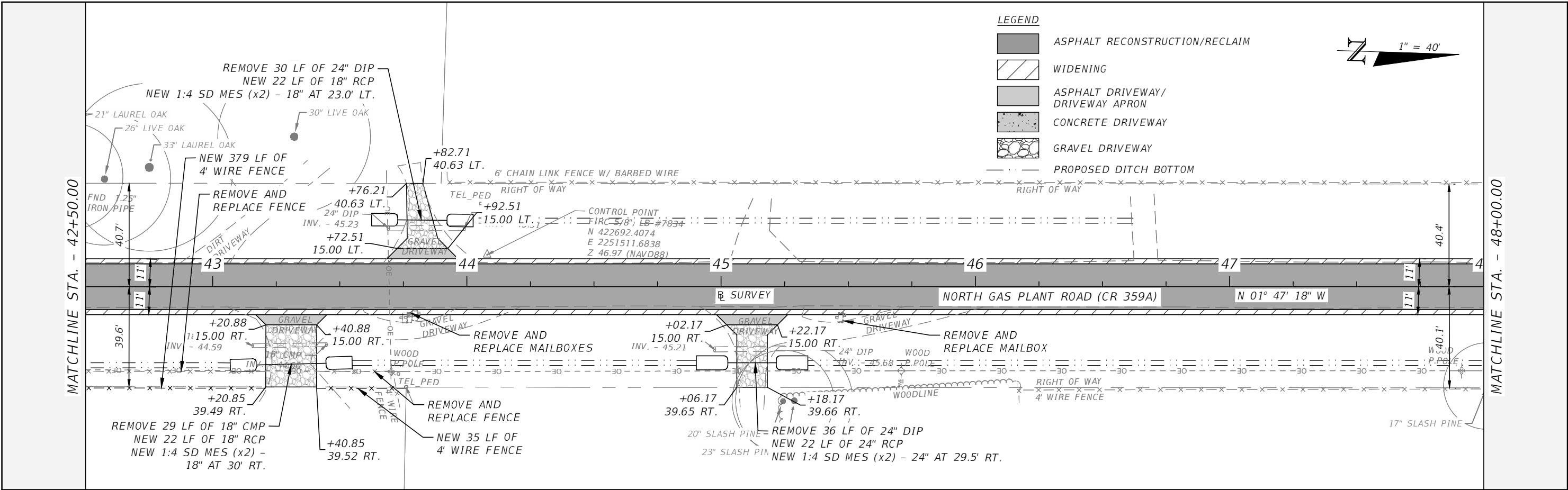


NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS, TREES, ETC., WITHIN THE LIMITS OF DISTURBANCE UNLESS NOTED TO REMAIN. TREES SHOWN ON SURVEY ARE ONLY THOSE OF: DOGWOODS 5" DBH OR GREATER, REDBUD 5" DBH OR GREATER, SOUTHERN MAGNOLIA, RED CEDAR, LIVE OAK, MYRTLE OAK, SWEET GUM, SYCAMORE, PECAN, FLORIDA ELM, RED MAPLE, WATER TUPELO, BLACK WALNUT, AND HICKORY 18" DBH OR GREATER.

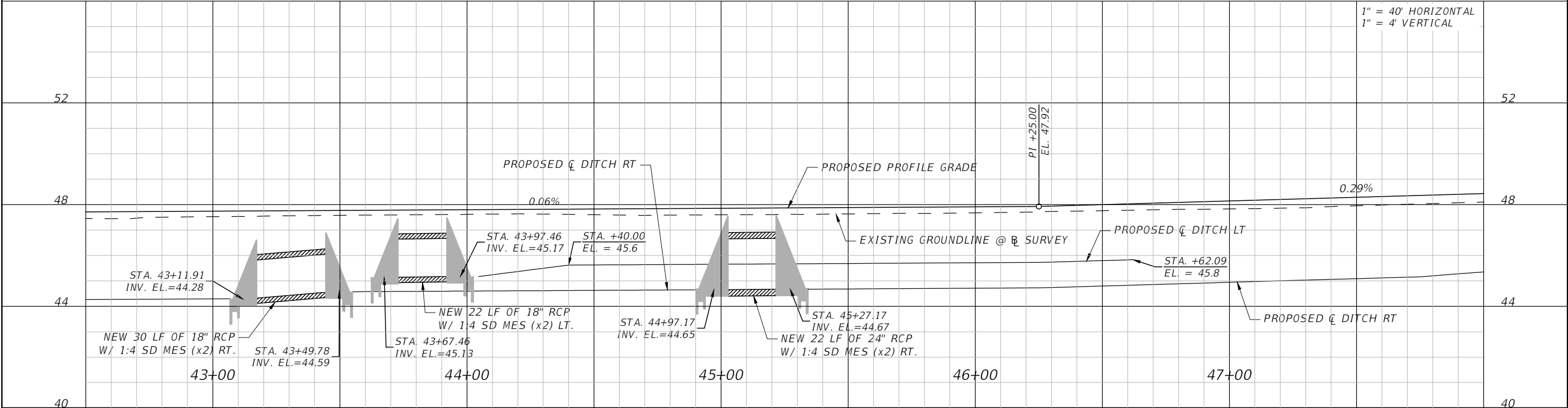


REVISIONS				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (6)		SHEET NO.  12
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					CR 359A	TAYLOR	436448-1-54-01			



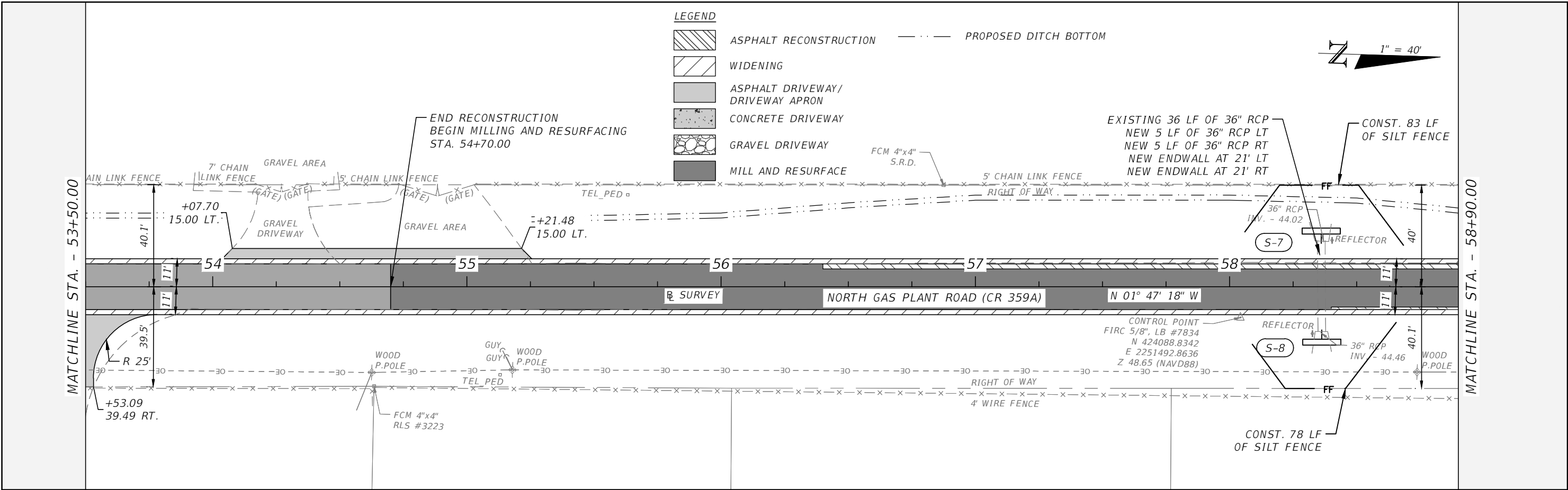


NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS, TREES, ETC., WITHIN THE LIMITS OF DISTURBANCE UNLESS NOTED TO REMAIN. TREES SHOWN ON SURVEY ARE ONLY THOSE OF: DOGWOODS 5" DBH OR GREATER, REDBUD 5" DBH OR GREATER, SOUTHERN MAGNOLIA, RED CEDAR, LIVE OAK, MYRTLE OAK, SWEET GUM, SYCAMORE, PECAN, FLORIDA ELM, RED MAPLE, WATER TUPELO, BLACK WALNUT, AND HICKORY 18" DBH OR GREATER.

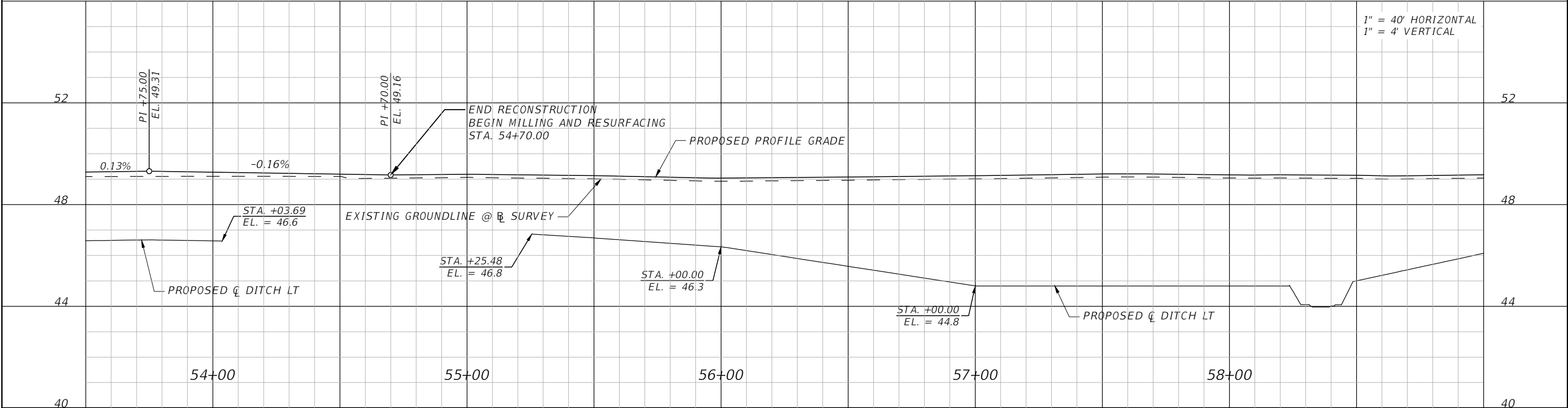


REVISIONS				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (7)	SHEET NO.  13
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 359A	TAYLOR	436448-1-54-01		





NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS, TREES, ETC., WITHIN THE LIMITS OF DISTURBANCE UNLESS NOTED TO REMAIN. TREES SHOWN ON SURVEY ARE ONLY THOSE OF: DOGWOODS 5" DBH OR GREATER, REDBUD 5" DBH OR GREATER, SOUTHERN MAGNOLIA, RED CEDAR, LIVE OAK, MYRTLE OAK, SWEET GUM, SYCAMORE, PECAN, FLORIDA ELM, RED MAPLE, WATER TUPELO, BLACK WALNUT, AND HICKORY 18" DBH OR GREATER.



REVISIONS				Michael A. Dilger II, P.E. P.E. License Number: 81263 George & Associates Consulting Engineers, Inc. 1967 Commonwealth Lane, Suite 200 Tallahassee, FL 32303 Certificate of Authorization: 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN-PROFILE (9)	SHEET NO.  15
DATE	DESCRIPTION		DATE		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 359A	TAYLOR	436448-1-54-01		



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**

**Board to review and approve the Transportation Disadvantaged Service Plan (TDSP) 2016-2021 Annual Update for FY 2020-2021.**



**MEETING DATE REQUESTED:**

**March 16, 2021**

**Statement of Issue:**

**Board to review and approve the TDSP 2016-2021 annual update for the local transportation disadvantaged programs.**

**Recommended Action:**

**Approve TDSP 2016-2021 annual update.**

**Budgeted Expense:**

**The TDSP annual update is a requirement to receive funding for the local transportation programs from the Florida Commission for the Transportation Disadvantaged program and FDOT programs which assist in funding transportation ridership programs.**

**Submitted By:**

**Jami Evans**

**Contact:**

**Jami Evans**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

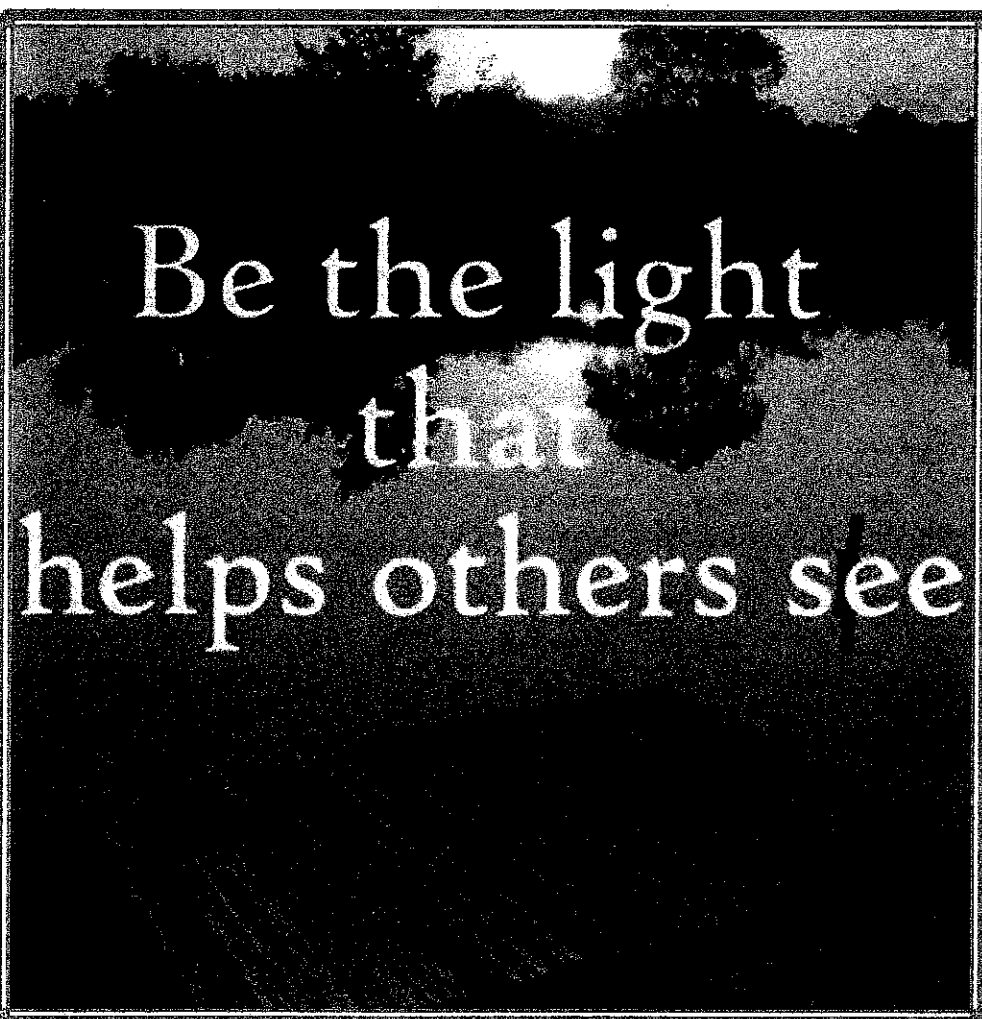
**Per the terms of the Memorandum of Agreement (MOA) and the Planning Grant Agreement between the Florida Commission for the Transportation Disadvantaged, Big Bend Transit, and the County, the TDSP is a requirement. Though the County approved a new TDSP in October 2016, the TD Commission still requires an annual update. This update is for FY 2020-2021. The Local Coordinating Board for the Transportation Disadvantaged approved the TDSP update at the March 4, 2021 meeting.**

**Attachments:**

**Transportation Disadvantaged Service Plan 2016-2021 Update for FY 2020-2021.**

**TAYLOR COUNTY  
TRANSPORTATION DISADVANTAGED  
SERVICE PLAN UPDATE 5  
2016-2021**

Taylor County Board of Commissioners



Updated: March 2021

Completed and Approved by the:

Taylor County Board of County Commissioners-The Official Planning Agency

Taylor County Transportation Disadvantaged Local Coordinating Board

Big Bend Transit, Incorporated-The Community Transportation Coordinator

**TRANSPORTATION DISADVANTAGED  
SERVICE PLAN  
TAYLOR COUNTY BOARD OF COMMISSIONERS  
2016-2021**

**TABLE OF CONTENTS**

**SECTION I                      DEVELOPMENT PLAN**

**A. Introduction to Service Area.**

1. Background of the Transportation Disadvantaged Program
2. Designation & History
3. Organizational Chart
4. Consistency Review of Other Plans
  - a. Local Applicable Government Comprehensive Plan Elements
  - b. Commission of the Transportation Disadvantaged 5 Year/20 Year Plan
  - c. Local Coordinating Board Bylaws

**5. Public Participation**

**B. County Profile/Demographics**

**C. Service Analysis**

1. Forecast of Transportation Disadvantaged Population
2. Needs Assessment
3. Barriers to Coordination

**D. Goals and Objectives**

**E. Implementation Plan/ Capital Improvement Plan**

**SECTION II                      SERVICE PLAN**

**A. Operations**

1. Types, Hours and Days of Service
2. Accessing Services
3. Transportation Operators and Coordination Contractors
4. Public Transit Utilization
5. School Bus Utilization
6. Vehicle Inventory
7. System Safety Program Plan

- 8. Intercounty Services
- 9. Natural Disaster/Emergency Preparedness
- 10. Marketing
- 11. Acceptable Alternatives
- 12. Service Standards
- 13. Passenger Code of Conduct
- 14. Appeals
- 15. Complaints
- B. Cost Revenue Allocation and Rate Structure Justification

## SECTION III. QUALITY ASSURANCE

- A. Service Standards Requirements
- B. Evaluation Process Utilized at the Local Level to Ensure Quality
- C. Additional Quality Assurance Standards

## Appendices

- Appendix A Local Coordinating Board Membership Certification
  - Roll Call Voting Sheet
  - Membership Roster
- Appendix B Service Standards and Eligibility Application Form
- Appendix C Grievance Procedures and Big Bend Transit Complaint Form
- Appendix D Forecast of General and Critical Need
  - Transportation Disadvantaged Population Spreadsheet
- Appendix E Service Plan Attachments
  - E – 1: Vehicle Inventory
  - E – 2: CTC Annual Safety and Security Certification
- Appendix F Actual Expenditure Report
- Appendix G CTC Annual Operations Report
- Appendix H Rate Model Worksheets
- Appendix I LCB By-Laws
- Appendix J CTC Selection Process Documentation



## SECTION I – DEVELOPMENT PLAN

### A. INTRODUCTION TO THE SERVICE AREA

#### 1. Background of the Transportation Disadvantaged Program

##### **Mission Statement:**

##### Mission Statement

##### Florida Commission for the Transportation Disadvantaged

“To ensure the coordination of transportation services that enhance access to employment, health care, education and other life-sustaining activities for older adults, persons with disabilities, people with low income and at risk children who are dependent upon others for transportation.”

Transportation is often the vital link between not only the quality of life, but jobs, access to medical care, and other life sustaining needs for some of the most vulnerable citizens. The Florida Coordinated Transportation System (FCTS) was created in 1979 with the enactment of Chapter 427, F.S. Chapter defines transportation disadvantaged as:

“...those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or children who are handicapped or high-risk or at-risk as defined in Section 411.202, Florida Statutes.”

The statewide Transportation Disadvantaged Program (TD) was developed to improve coordination among transportation disadvantaged services sponsored by social and human service agencies. The program's purpose was to address concerns about duplication and fragmentation of transportation services. The initial Chapter 427 legislation created the Coordinating Council for the Transportation Disadvantaged within the Florida Department of Transportation (FDOT) for the purpose of coordinating TD transportation services throughout the state. Chapter 427 was revised in 1989 to replace the Coordinating

Council with the Commission for the Transportation Disadvantaged (CTD) which was established as an independent commission authorized to hire its own staff and allocate funding for specialized transportation services available through the new Transportation Disadvantaged Trust Fund (TDTF). The 1989 legislation revisions also established Community Transportation Coordinators (CTCs) and Local Coordinating Boards (LCBs) to administer and monitor the TD program at the local level. The Transportation Planning Organization (TPO) or designated official planning agency (DOPA) performs long-range planning and assists the CTD and LCB in implementing the TD program within the designated service area.



## 2. Designation and History

Since August 1994, the Taylor County Board of County Commissioners (TBOCC) has been designated the Official Planning Agency for Taylor County. The County has received funding from the Transportation Disadvantaged Trust Fund since 1993.

Big Bend Transit, Inc. (BBT) is a private, non-profit corporation, and the Community Transportation Coordinator (CTC) for Taylor County. BBT was incorporated in March 1978 for the primary purpose of coordinating, consolidating, planning for and/or providing efficient and effective paratransit services for the elderly, handicapped, and other transportation disadvantaged persons and to further the public knowledge of paratransit needs, and transportation patterns and opportunities. BBT was selected to serve as the CTC through the competitive procurement process and a Memorandum of Agreement (MOA) with the TD Commission was executed July 1, 2016 and the MOA will expire June 30, 2021.

Big Bend Transit Inc. provides reservation (scheduled at least 24 hours in advance) transportation service, contracted transportation services, an "in town" shuttle program and four transportation programs funded by the Taylor County Board of Commissioners. Two of the programs are for Veterans and one is for the Special Needs Adults Program (SNAP) and the fourth program is for Special Olympics participants. The shuttle provides transportation to employment centers, social services, health, medical, shopping, and recreational facilities. Inter-county transportation service is provided from and between each of the counties in the service area, with predominate inter-county movement being between rural counties contiguous to Leon County, which provides a high concentration of employment opportunities.

All BBT transportation services are scheduled and dispatched by BBT personnel located in the three operations centers. The services are utilized seven days a week, generally between the hours of 6:00 a.m. and until 6:00 p.m. excluding major holidays. Big Bend Transit Inc. services include but are not limited to: intra-county and inter-county reservation, demand, response and contracted service available to the general public and Transportation Disadvantaged sponsored and non-sponsored in Gadsden, Jefferson, Leon, Madison, and Taylor Counties. When applicable BBT contracts with other local providers of specialized transportation services in order to expand the resources available to accomplish the transportation services requirements of the Transportation Disadvantaged.

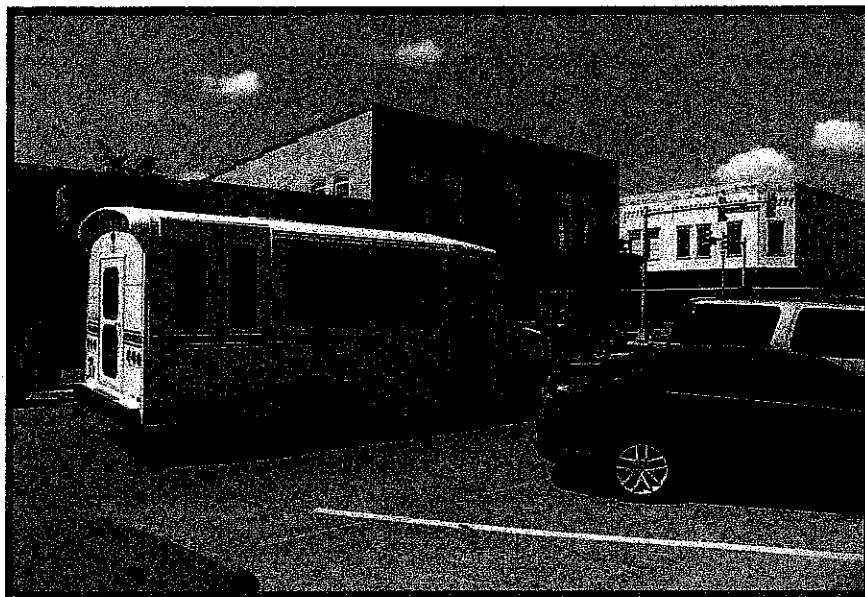
In addition to the general public, users of the coordinated transportation system for Taylor County include:

- Department of Children & Families Developmental Services
- Taylor County Head Start
- Taylor County Health Department
- DOE, Division of Blind Services
- DCF, Disability Determination
- DLES, Wages
- Special Olympics, Taylor County Board of Commissioners
- Taylor County "In Town" Shuttle
- Special Needs Adult Program (SNAP), Taylor County Board of Commissioners
- Community Care of Disabled Adults
- Veteran's Services Program, Taylor County Board of Commissioners
- AHCA, Medicaid
- Various hospitals, clinics and physicians
- Various insurance companies

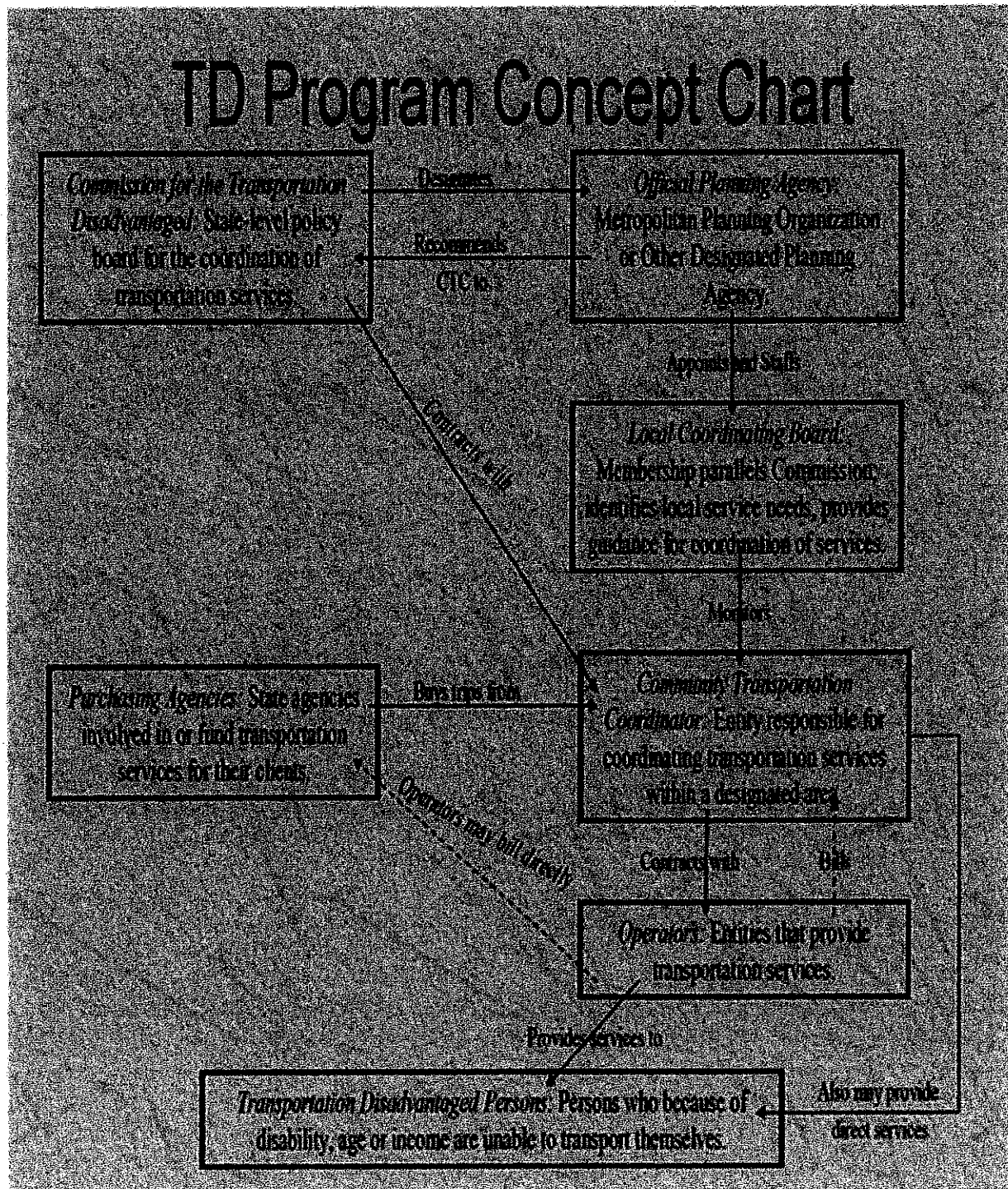
## Transportation Disadvantaged Service Plan Update 5 | 2016 - 2021

---

The active fleet of the coordinated system for the delivery of specialized transportation services consists of 10 and 12-passenger vans, modified vans equipped with wheelchair lifts and securements, modified vans equipped with stretcher transport capability, and school type buses.



### 3. Organizational Chart



## 4. Consistency Review of Other Plans

This Transportation Disadvantaged Service Plan is consistent, to the maximum extent feasible, with the following approved documents:

- a. Local Government Comprehensive Plan. Pursuant to Chapter 163, FS, each local government in Florida must prepare and adopt a comprehensive plan which inventories existing land uses, infrastructures, housing conditions, transportation systems, and establish goals, objectives and policies designed to manage growth. Local comprehensive plans must contain at least one or more specific objectives that would "coordinate with the plans of any appropriate resource and management plan prepared pursuant to Chapter 380, FS and approved by the Governor and Cabinet, and the Florida Department of Transportation's 5-year Transportation Plan".
- b. Commission for the Transportation Disadvantaged 5 Year / 20 Year Plan. The statewide five-year plan, mandated by the Chapter 427, FS, projects the demand for Transportation Disadvantaged services over the next five years and compares the cost of meeting that demand with the projected availability of funds. The plan also develops goals, objectives, and implementation strategies for meeting the needs of the Transportation Disadvantaged.
- c. Taylor County Local Coordinating Board By Laws. The By Laws are updated annually and approved by the Taylor County Board of Commissioners and the Local Coordinating Board. The By Laws meet the Board of Commissioners policies and guidelines as well as all requirements of the Florida Commission of the Transportation Disadvantaged. The By Laws are attached in Appendix J.



## 5. Public Participation

Pursuant of Chapter 427.0157, Florida Statutes, LCB Membership consists of stakeholders representing appropriate governmental agencies, human services providers, users/riders, and program advocates, (*See Appendix A for current LCB Roster*). In addition, the LCB invites other stakeholders of interest, to participate and provide additional information or guidance. These stakeholders do not have voting privileges. All LCB meetings are publically advertised. Taylor County LCB holds two (2) public hearings annually to receive public input in reference to the local Transportation Disadvantaged Program and transportation needs in the community.

The Taylor County Planning Agency annually submits the roster/membership certification of the Transportation Disadvantaged Coordinating Board to the Commission. The membership varies periodically due to term expirations, resignations, and member's unavailability to attend meetings on a regular basis. The Taylor County Board of Commissioners reviews and approves the appointment of Local Coordinating Board Members.

## B. COUNTY PROFILE/DEMOGRAPHICS

### Service Area Description

Taylor County has a total population of 21,833 and is one of the largest counties in the state as far as land mass with a total of 1,042 square miles. The County is designated as one of "critical economic concern" and as a "Rural Area of Opportunity." Taylor County is located directly on the Gulf of Mexico and has one of the longest continuous coastlines in Florida at 53.2 miles. The County coastline is largely undeveloped consisting of timberlands or state owned wildlife management areas. The coastal waters adjacent to the county are part of the Big Bend National Seagrass Aquatic Preserve. The counties that border Taylor are Dixie, Lafayette, Madison, and Jefferson and are also rural counties and designated as those of "critical economic concern."

The City of Perry is the county seat and the only incorporated city in the county. Perry has a population of 6,937 with the unincorporated area having a population of 14,896. Sixty-nine percent (68.5%) of the County's population lives in rural unincorporated areas. Per Florida Charts and the current Census figures, there are approximately 21.6 persons per square mile.

The 65 and over age group comprises 18.6% of the County population which is an increase over the previous Census figures. The 45 to 64 year old group is the largest age group within the county. Previously the largest group had been 25-44. The community of Steinhatchee is located at the far south end of the County and the median age is 66.5 years. With this, statistics reflect Taylor County has an increasingly aging population. It is important to note according to the latest Census, of the civilian non-institutionalized population in the County, 22.5% have disabilities with 53% of the population over 65 having disabilities and/or a self-care limitation.

The increased aging and disabled population as well as the population density will play a key role in future transportation planning and determining mobility and transit needs. The elderly and disabled typically are less likely to have access or limited access to a vehicle and are more dependent on public transit systems. Steinhatchee is 40 miles from the City of Perry and the residents must travel outside the small coastal community to access medical, retail, employment, education, and commercial facilities. It will be important for future public transit planning to accommodate the needs of Steinhatchee and the outlying coastal areas which include Keaton Beach, Dekle Beach, and Cedar Island.

## **Land Use**

Taylor County is a rural community with a largely undeveloped land mass of 1,042 square miles. 85% of the county is currently timberlands and is in private business or state ownership. The state lands are designated as wildlife management areas. The County is located in the Big Bend region of Florida and is also known as the Nature Coast. The majority of the County's coastline and associated estuaries are protected and included in the Big Bend National Seagrass Aquatic Preserve.

In May 2008, Taylor County Vision 2060 was adopted by the Board of Commissioners which will be instrumental in future land use decisions concerning protecting, sustaining, and enhancing the quality of life in Taylor County. Vision 2060 was also approved by Florida Department of Economic Opportunity (FDEO) formerly known as the Department of Community Affairs (DCA). The Taylor County Vision 2060 received an Award of Excellence from the American Planning Association Florida Chapter. Adopted by ordinance Vision 2060 along with the County Comprehensive Plan will provide the County long range planning guidelines from all aspects from the development of employment hubs, to coastal residential development, to the protection of the sensitive coastal habitat and wildlife.

## **Transportation**

Big Bend Transit (BBT) is the only public transportation provider in Taylor County which provides daily service. Transportation arrangements are made by reservation service, and the fixed rate "in town" shuttle or the contracted or set programs such as the Veterans shuttle program. The Greyhound bus stops at a local convenience store twice a day, seven days a week, to pick up passengers. The Taylor County Senior Center has a van which provides transportation to seniors who attend events at the center. Medicaid transportation is provided through managed care organizations. The Agency for Health Care Administration should be contacted for additional information regarding Medicaid transportation.

BBT transports Veterans weekly on Tuesdays to the Lake City VA Hospital and on Thursdays to the VA Hospital in Tallahassee. This program is funded by the Board of County Commissioners. BBT transports Special Needs adults to school and Special Olympics participants to practices and this is also funded by the Board of County Commissioners.

According to Department of Highway Safety and Motor Vehicles as of February 7, 2021, Taylor County has 13,660 tagged automobiles and pickup trucks. Fuel costs have fluctuated up and down over the last year. The fluctuating costs have a significant impact on the transportation methods of our citizens, particularly our senior citizens and those with fixed incomes.

There are 15,236 licensed drivers in the County per the Department of Highway Safety and Motor Vehicles, with 50.2% of the drivers being female and 49.8% male. 4,032 (26.5%) of the licensed drivers are 65 and over, with 96 of those being over the age of 90.

The latest Census estimated 7,919 workers over the age of 16 commute to work. 81.7% drove alone and 13.4% used carpools. 1% used public transportation and 1% walked. The remaining 2.9% worked at home. The mean travel time to work in the County is 20.9 minutes per the previous Census.

The US 98, US 19, US 27, and US 221 are the primary routes transportation in Taylor County. In the city limits of Perry, US 221 is known as Jefferson Street. US 19 is known as Byron Butler Parkway within the city limits. The primary roads located in the south end of the County are State Road 51 and County Road 361, also known as Beach Road. As a fiscally constrained county, more than half of the roads in Taylor County are unpaved.

## Major Trip Generators/Attractors

Key commercial and public facility stops of the Taylor County Public Transit users are:

- Walmart
- Winn Dixie
- Doctors' Memorial Hospital
- Taylor County Health Department
- Taylor County Court House
- Senior Center on Ash Street
- Family Dollar
- Perry Post Office
- Big Bend Technical College
- Dollar General/Save A Lot
- Taylor County Public Library
- Taylor County High School
- Taylor County Supervisor of Elections Office
- Veterans Administration Clinic
- Jerkins Community Center
- Premier Medical Clinic
- Perrytown Apartments

## Economic Information

Taylor County is designated as one of "critical economic concern" by the State of Florida. The unemployment rate in Taylor County is currently 3.6% (February 2019) with the state average being 3.8%. The median household income in the County is \$36,907 with the state average being \$47,212. With that, the County's median household income is \$10,300 below the state average. The per capita income is \$16,748; which is well below the state average of \$26,499. It is also important to note the Taylor County mean retirement income is \$18,460, again well below the state average of \$24,602. 23% of the citizens are 100% below poverty level. 30.5% of all children in the County live below poverty level with 36.6% of the children living in a single parent household living below poverty level. Low income households often have limited access to transportation and often have no choice other than public transit. The Board of Commissioners currently fund the local "in town" shuttle service program with Big Bend Transit, Inc. being the service provider. The shuttle makes 27 stops on an hourly schedule 5 days a week at a cost of one dollar (1.00) per person. This has been a tremendous benefit to the community with a shuttle ridership of 13,542 in 2020. In the past the Board of County Commissioners funded the shuttle 100% with no cost for riders during the month of December and anticipates continuing this. The 2019 and 2020 December (holiday) shuttle was funded by a local donor.

\*The economic statistics and information was obtained from the latest U.S. Census Bureau figures, [www.floridacharts.com](http://www.floridacharts.com), and [www.bestplaces.net/economy/county/florida/taylor](http://www.bestplaces.net/economy/county/florida/taylor).



## Transportation Disadvantaged Service Plan Update 5 | 2016 - 2021

### Labor

#### Key Employers for Taylor County

##### Georgia Pacific Cellulose (Pulp Mill)

One Buckeye Way, Perry, FL 32348 850-584-1121

Employees: 595



##### Taylor County School Board (School)

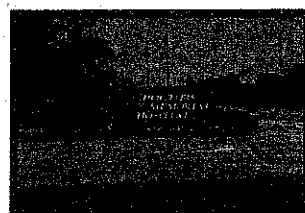
318 North Clark Street, Perry, FL 32347 850-838-2500

Employees: 554

##### Taylor County Correctional Institute (Correctional Facility)

8501 Hampton Springs Road, Perry, FL 32348 850-838-4000

Employees: 562



##### Doctor's Memorial Hospital, Inc. (Hospital)

333 N. Byron Butler Parkway, Perry, FL 32347 850-584-0800

Employees: 309

##### Walmart Super Center (Retail Store)

1900 Jefferson Street, Perry, FL 32348 850-223-4179

Employees: 243

##### Chemring, Inc. (Pyrotechnics)

10625 Puckett Road, Perry, FL 32348 850-584-2634

Employees: 300



##### Thule, Inc. (Aluminum Truck Accessories)

606 Industrial Park Drive, Perry, FL 32348 850-584-3448

Employees: 184

##### Fru-Con Construction Corporation (Engineering & Construction)

3949 Contractor's Road, Perry, FL 32348

Employees: 166

##### West Fraser Timber Co. (Wood Products)

1509 S. Byron Butler Parkway, Perry, FL 32348 850-601-2560

Employees: 130



##### RDS Manufacturing, Inc. (Aluminum Products)

PO Box 1908, Perry, FL 32348 850-584-6898

Employees: 81

##### Taylor County Board of County Commissioners (County Offices)

108 N. Jefferson Street, Perry, FL 32347 850-838-3500

Employees: 107

##### Super-Pufft Snacks.USA, LLC

700 Lance Drive, Perry, FL 32348

Employees: 75

## **Housing**

According to the most recent U.S. Census figures the total number of occupied housing units in Taylor County was 7,920 and the average household size was 2.44. Of the occupied housing units, 6,059 are owner occupied. 32.4% of the households had individuals 65 years and over. The rental vacancy rate is 16.8%. 9.4% of Taylor County residents reside in mobile homes. 75% of homes were constructed prior to 2000 and do not meet current Florida Building Code standards. There have been minimal changes in the local housing market as only 0.2% of the housing units in the County have been constructed after 2010. As reflected in the Service Area Description and Economic Information, a large number of households have residents who are 65 and over. This stresses the importance of the need for transit/transportation planning to ensure adequate transportation options are available for an increased aging population.

## **Health**

Taylor County ranks #60 out of 67 counties in Florida for poor physical and mental health and low birth weight. Cardiovascular disease is the number one cause of death in the County with 28.9% of all deaths being heart/cardiac related. Per the CDC, Taylor County has the highest (twice the state average) Heart Failure Death Rate in the state for adults age 35 and over. The County has one of the highest death rates in Florida for strokes and diabetes. Strokes are 1.5 times over the state average and diabetes is 3 times the state average. 30% of County residents smoke and 35% are considered obese, both well over the state average.

The County has one hospital, Doctors' Memorial Hospital, Inc. (DMH). There are eleven medical offices and clinics. There are 18 licensed medical doctors: 3 pediatricians, 2 urologists, 2 surgeons, 2 osteopathic doctors, 1 orthopedic doctor, 5 doctors of internal medicine, and 3 family practices. There are 4 dentists, 4 chiropractors, 1 optometrist, 3 occupational therapists, 6 physical therapists, and 263 practicing registered, practical and advanced nurses. There are no licensed psychologists in Taylor County. There is one licensed extended/skilled care facility in Taylor County which also offers physical, speech, and occupational therapy. It is important to note DMH offers no cardiac, critical, or trauma care and all of these patients must be transported out of county to Tallahassee or Gainesville. Any type of cancer treatment/care is also out of county.

Taylor County Health Department is located in the City of Perry and offers numerous health care programs to low income and those who do not receive health care due to lack of financial means. The County Health Department offers the following programs: primary care services, immunization programs, Chronic Disease Programs, HIV testing and counseling, AIDs drug and assistance program, Sexually Transmitted Disease Program, Tobacco Cessation, Family Planning Services, Healthy Start Program, and Mom Care Program.

Health issues and access to health care facilities is obviously critical to the welfare of the citizens of Taylor County. Ensuring transportation is available for the disadvantaged and elderly to access medical care and services is essential for the planning of transit services and programs in Taylor County.

The statistics and information for this section were obtained from [www.countyhealthrankings.org](http://www.countyhealthrankings.org), [www.cdc.gov](http://www.cdc.gov), [www.floridacharts.com](http://www.floridacharts.com), [www.bebr.ufl.edu/data/county/Taylor](http://www.bebr.ufl.edu/data/county/Taylor), [www.doh.state.fl.us](http://www.doh.state.fl.us), and [www.quickfacts.census.gov](http://www.quickfacts.census.gov).

## C. SERVICE ANALYSIS

Taylor County is a rural county designated as one of “critical economic concern” by the State of Florida and is a “Rural Area of Opportunity”. The average income is more than \$10,000 below the state average. The County has one of the largest land masses in the state with a total of 1,042 square miles, with more than half of the roads being unpaved. This land is largely undeveloped being 85% timberlands. 69% of the County’s population lives in the outlying areas often making it difficult to provide adequate services to the transportation disadvantaged population. To successfully provide adequate and essential transportation services to our most vulnerable citizens and the disadvantaged population it will be a necessity for the Taylor County Local Coordinating Board, Board of Commissioners, the Transportation Disadvantaged Commission, and the Community Transportation Coordinator to work closely together as a team to address these needs and the potential problems of working within the local demographics and financial constraints.

### 1. Forecast of Transportation Disadvantaged Population

Per the Forecast of General and Critical Need Transportation Disadvantaged Population spreadsheet, the County has an estimated annual growth of less than 1%. Over the next five years the County has an expected growth of 589 new residents. The current population is 21,833. It is important to note Taylor County is a fiscally constrained county and 35.7% of the population qualifies as transportation disadvantaged. The Forecast of General and Critical Need Transportation Disadvantaged Population spreadsheet for Taylor County is included in Appendix D.

### 2. Needs Assessment

Based on local demographics and statistics from the US Census Bureau, Florida Charts, ridership reports from the Community Transportation Coordinator, public input at the LCB meetings and annual public hearings, and direct input from current riders, the key needs over the next five to ten years will be expanding services to the outlying areas. Per the Census, the population within the City of Perry (the only incorporated town/city in Taylor County) has decreased while the population in the rural unincorporated areas has increased. The population increases have mainly been in the coastal areas. In addition to recent growth in the coastal and outlying areas, the Taylor County Comprehensive Plan 2015-2035 and Vision 2060 project a large percentage of the future residential and community development to be in the coastal areas on a corridor from Dekle Beach to Steinhatchee. The Census reflects that the County has a growing Veterans population. As of 2015, 11.5% of the County’s citizens were Veterans. Ensuring our disadvantaged Veterans have adequate transportation to medical facilities in Lake City, Florida and Tallahassee, Florida is also essential in our Needs Assessment. Working with TD funds and the CTC, Taylor County provides a weekly shuttle to the VA Hospital in Lake City and to the VA Medical Center in Tallahassee to Veterans. Taking this into consideration, all aspects of the Needs Assessment, the County and the CTC will target expanding services to the coastal communities and Veteran’s over the next five years. The County and the CTC will also work closely together researching and pursuing funding sources to provide transportation services as well as the capital purchases of vehicles and other necessary equipment. As a fiscally constrained County, funding will continue to be an ongoing issue.

### 3. Barriers to Coordination

As a rural, economically constrained County with a large land mass, the key barriers are travel distance and the availability of funding to provide transportation in the outlying areas. There are 542 miles of roads in Taylor County and 277.5 are unpaved which makes travel in many areas of Taylor County difficult. The coastal community of Steinhatchee, which has an estimated population of 1,800, is more than 40 miles from key services including medical care. Per the US Census figure projections, the population growth in Taylor County is anticipated to be approximately 7% from 2015-2025. Though this is not a substantial figure, per the Taylor County Comprehensive Plan and the Vision 2060 Land Development Plan adopted for Taylor County by the Florida Department of Economic Opportunity, the growth is expected in the outlying coastal areas. Historically, the coastal communities in Taylor County are comprised of an aging population with the current median age being 66.5 years. In addition, per Florida Charts 53% of the citizens over the age of 65 in Taylor County have disabilities and/or physical limitations.

Over the next 10 years, it will be a priority of the Taylor County Local Coordinating Board as well as the Board of Commissioners to work closely with the TD Commission and the Community Transportation Coordinator to expand services to address the transportation disadvantaged needs, especially the elderly and disabled in the outlying areas. This falls directly in line with the Goals and Objectives outlined in Section 1-D of the Service Plan.

## D. GOALS AND OBJECTIVES

### Taylor County Transportation Disadvantaged Program Goals and Objectives

#### Statement of Mission, Goals, and Objectives

The purpose of this chapter is to provide specific direction for this plan by providing a statement of mission, goals, and objectives. The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged has adopted the following mission statement, goals, and objectives.

#### Local Coordinating Board Mission Statement

“To insure the availability of efficient, cost-effective and quality transportation services for transportation disadvantaged persons in Taylor County.”

**Goal 1:** Eliminate physical barriers to the use of transportation services by elderly and the disabled and comply with the requirements of the Americans with Disabilities Act (ADA).

**Objective 1.1:** CTC will ensure service is provided to all persons including the elderly and those with disabilities. The CTC will also ensure the level of service provided to the elderly and to those with disabilities is equivalent to those without disabilities including but not limited to service hours, trips rates, and equipment availability.

**Strategy 1.1.1:** Ensure CTC and the assisting staff understands the American with Disabilities Act (ADA). Documentation of the CTC meeting ADA standards will be included in the CTC annual evaluation.

**Strategy 1.1.2:** CTC will train assisting staff members regarding the utilization of special equipment for the disabled as well as recognizing the abilities of persons with disabilities.

**Strategy 1.1.3:** CTC will ensure that alternative methods will be used for accessing transportation disadvantaged services for the elderly and individuals with disabilities (i.e. Telephone Device for Deaf (TDD), radio advertising, close captioned public service announcements, etc.)

**Strategy 1.1.4:** County Planning staff and/or the LCB to address any lack of service or problem with transportation or services provided to the elderly and those with disabilities quarterly or sooner if so needed.

**Strategy 1.1.5:** Ensure vehicles are properly equipped with features which will assist the elderly such as but not limited to, hand railing, easy to use seat belts, and easily accessible package/bag storage areas.

**Strategy 1.1.6:** Ensure shuttle and van drivers are properly trained to provide assistance to elderly riders if so needed.

**Goal 2:** Monitor the quality of service provided by the CTC and designated transportation provider ensuring transportation needs are met for all citizens.

**Objective 2.1:** Monitor the quality of service and maintain minimum standards.

**Strategy 2.1.1:** CTC will provide ridership reports and information on any complaints or grievances filed on a quarterly basis to the LCB. This will be an agenda item at each LCB meeting.

**Strategy 2.1.2:** On a quarterly basis the CTC will review transportation routes, pick-up locations, and other pertinent information. Make recommendation to LCB as so needed.

**Strategy 2.1.3:** Planning Manager and members of LCB to ride "in town" shuttle quarterly to ensure quality of service and rider needs are being met.

**Objective 2.2:** Maximize customer comfort and safety.

**Strategy 2.2.1:** Regularly inspect vendor vehicles, monitor drivers, and adhere to the drug and alcohol program, and all safety programs.

**Strategy 2.2.2:** Monitor safety related complaints and seek ways to minimize.

**Strategy 2.2.3:** Maintain and review accident records to determine future actions deemed necessary to improve the overall safety record.

**Strategy 2.2.4:** Ensure CTC maintains the quality of the vehicles by replacing older vehicles with high mileage or vehicles known to have recurring mechanical problems.

**Strategy 2.2.5:** Respond to all complaints, concerns, and suggestions concerning transportation for the disadvantaged.

**Strategy 2.2.6:** Establish written policies which set standards that differentiate a complaint from a grievance and how both will be addressed and resolved.

**Strategy 2.2.7:** Ensure that services are provided in a safe and secure manner in accordance with the CTD and FDOT standards and recommendations as well as local standards.

**Objective 2.3:** Increase avenues for customers to access information on the coordinated transportation system. Ensure riders are educated on policies and rules to be followed and adhered to when using and accessing the coordinated transportation system.

**Strategy 2.3.1:** Provide information and training to all organizations that serve the transportation disadvantaged and disabled.

**Strategy 2.3.2:** Pursue marketing opportunities through community associations and clubs, and the local media.

**Strategy 2.3.3:** Ensure that all websites and other electronic media in reference to the program are compliant with Section 508 of the Rehabilitation Act, as amended in 1998.

**Strategy 2.3.4:** Inform riders of program changes: if at all possible, riders should be informed of program changes prior to the change.

**Goal 3:** Assure quality, cost-effective transportation disadvantaged services

**Objective 3.1:** Assess the needs of the local population using ridership reports and information on demographics.

**Strategy 3.1.1:** Collect transportation disadvantaged needs data and projections

**Strategy 3.1.2:** Identify major trip generators and attractors in the County being accessed or potentially accessed.

**Strategy 3.1.3:** Develop a profile on the transportation disadvantaged population in Taylor County.

**Strategy 3.1.4:** Working closely with the CTC, adjust "in town" shuttle pick-up locations as needed to ensure cost-effective and efficient services.

**Strategy 3.1.5:** Continue to monitor the costs per trip and work to operate as efficiently as possible.

**Strategy 3.1.6:** Annually review trip rates to ensure the program is being operated as efficiently and effectively as possible.

**Strategy 3.1.7:** Assist and advise CTC in providing transportation programs that are consumer-oriented and maximize the use of vehicles to eliminate duplication of service without inconveniencing the rider. The LCB to review as so needed.

**Strategy 3.1.8:** Expand local transportation programs to include a weekly shuttle service from the coastal community of Steinhatchee to Perry. Also, possibly from the small rural community of Shady Grove located on the north end of the County to Perry.

**Goal 4:** Ensure program accountability with State and Federal requirements for transportation disadvantaged planning.

**Objective 4.1:** Continue to coordinate transportation services with the CTC and the County.

**Strategy 4.1.1:** Prepare and submit an Annual Operations Report (AOR) to the CTC on all TD operations coordinated by the CTC (Big Bend Transit).

**Strategy 4.1.2:** Prepare and submit an Annual Expenditure Report (AER).

**Strategy 4.1.3:** Monitor Coordination Agreements with contractors if so applicable.

**Strategy 4.1.4:** Continue to provide quarterly reports and updates to the LCB.

**Strategy 4.1.5:** Review and update Transportation Disadvantaged Service Plan (TDSP) annually. Update and amend TDSP as so needed to comply with all requirements, goals, and standards of the TD Commission and the Taylor County Board of Commissioners.

**Strategy 4.1.6:** Update Grievance Procedures annually and include in the TDSP update.

**Strategy 4.1.7:** Update LCB By-Laws annually and include in the TDSP update.

**Goal 5:** Secure additional funding to meet the transportation disadvantaged needs and goals in Taylor County.

**Objective 5.1:** Investigate and pursue all available funding opportunities at the federal, state, and local levels for programs or projects that serve the transportation disadvantaged.

**Strategy 5.1.1:** Identify and pursue opportunities for private sector participation and public/private partnerships for funding assistance opportunities for the local transportation program.

**Strategy 5.1.2:** Apply for FDOT Service Development funds, 5310 and 5311 Grants, Shirley Conroy Rural Area Assistance Program funds, or similar funds for the implementation of new and expanded projects and programs for the community.

**Strategy 5.1.3:** Apply for funds for the implementation of projects that support transportation to employment and/or employment-related activities, and schools, colleges, and educational facilities.

**Strategy 5.1.4:** Work with the CTD, the Florida Legislature, FDOT, and FTA to receive sufficient funding to meet the service demands of the Transportation Disadvantaged community.

**Strategy 5.1.5:** Review and evaluate fares on a regular basis to ensure customers contribute to maintaining the system within reasonable means.

**Objective 5.2:** Work closely with the Board of Commissioners and the public to secure dedicated funding for various local programs which are funded with TD funds and a local match.

**Strategy 5.2.1:** Educate the Board of Commissioners, local decision makers, and general public on the importance of public transportation and the need for local financial support.

**Strategy 5.2.2:** Prepare and submit annual budget requests to the Board of Commissioners seeking ongoing funding and support for county funded transportation programs. This includes programs funded in part with TD funds which require a local match.

**Strategy 5.2.3:** Hold an annual public hearing at a Board of Commissioners meeting to ensure the Board understands the importance of the program and how many citizens are served by the program.



## E. IMPLEMENTATION PLAN/CAPITAL IMPROVEMENT PLAN

The Taylor County LCB as well as the Board of Commissioners will support and assist the CTC in seeking funding assistance for the purchase of capital equipment. Due to being a rural area, with many unpaved roads it is essential for driver and rider safety for Big Bend Transit to have vehicles in good mechanical and operational condition. The addition of vehicles to the fleet will allow for service expansion in the area. As the CTC (Big Bend Transit, Inc.) is the only provider of public transportation in the County and has a coverage area of 1,042 square miles, it is critical the vehicles are in excellent mechanical condition and provide safe and reliable transportation to riders. It is also a goal of the CTC and the County to purchase and provide capital improvements such as covered pick-up areas with benches at various "in town" shuttle stops and install bus stop signs along the shuttle route. (BBT) has put two new vehicles in service in Taylor County over the past few years. The BBT vehicles which operate in the County have new digital signage making it much easier for riders to identify the shuttle and know what location it is enroute to. The shuttle locations can now be accessed via cell phones at

<http://www.bigbendtransit.org/taylor/>. Smartphone users can also access the Ride BBT mobile app that has an interactive map with realtime estimates of the Perry shuttle. The shuttles were funded by FDOT 5310 grant funds.

As per Section D. Goals and Objectives, the following goals specifically address the Capital Improvement Plan and outlines objectives which will assist in addressing future capital needs and requirements to provide for riders comfort, safety, and ADA requirements:

- Goal 1: Eliminate physical barriers to the use of transportation services by elderly and the disabled and comply with the requirements of the American with Disabilities Act (ADA).
- Goal 2: Monitor the quality of service and maintain minimum standards.
- Goal 3: Secure additional funding to meet the transportation disadvantaged needs and goals in Taylor County.

### Big Bend Transit, Inc. Community Transportation Coordinator Capital Improvement Plan 2020-2021

Project	Proposed Year of Replacement	Anticipated Costs/ Other Expenditures	Anticipated Funding Source
Purchase and install bus stop signs and covered pick-up areas with benches	2020-2021	\$30,000.00	Big Bend Transit
Purchase replacement and/or expansion paratransit vehicle to provide transportation for the elderly and disabled	2020-2021	\$82,877.00	U.S.C. Sec. 5310, FDOT, CTC
Provide paratransit transportation service to the elderly, handicapped and disadvantaged citizens residing in the County	2020-2021	\$235,116.00	U.S.C. 5311, Non-Government
Purchase miscellaneous equipment for operations and/or maintenance	2020-2021	\$0	U.S.C. Sec. 5339, FDOT, CTC

## SECTION II SERVICE PLAN AND STANDARDS

### A. OPERATIONS

The operations element is a profile of the Taylor County coordinated transportation system. This element is intended to provide basic information about the daily operations of Big Bend Transit and its contracted transportation operators.

#### 1. TYPES, HOURS AND DAYS OF SERVICE

<b>Advance Reservation</b>	Within Taylor-County Between Taylor County and other Florida Counties	Curb to Curb Door to Door (on exception)	Ambulatory Wheelchair	24 Hour Advance Notice	Monday - Saturday 6:00 a.m. to 6:00 p.m.
<b>Evacuation</b>	Within Taylor County	Door to Door	Ambulatory Wheelchair	Service provided according to agreement.	Service provided according to agreement.
<b>Taylor County to Leon County</b>	Taylor County to Leon County	Curb to Curb	Ambulatory Wheelchair	Daily	Monday through Friday
<b>Taylor County to Lake City and or Gainesville</b>	Taylor County to Columbia and/or Alachua County	Curb to Curb	Ambulatory Wheelchair	Demand response	Monday through Friday

#### **BARIATRIC TRANSPORTATION**

**Transportation Disadvantaged Program:** Big Bend Transit is required to transport all "common wheelchairs". A common wheelchair is defined as a device which does not exceed 30 inches in width and 48 inches in length measured two inches above the ground and does not weigh more than 600 pounds when occupied. Wheelchairs that exceed these dimensions and weight may not be transported.

#### **HOURS AND DAYS OF SERVICE**

**Transportation Disadvantaged Program:** Monday through Saturday, 6:00 a.m. to 6:00 p.m. excluding holidays.

## **HOLIDAYS**

**Transportation Disadvantaged Program** sponsored service will not be provided on the following observed holidays.

Thanksgiving Day  
Christmas Day  
New Year's Day

**Non-Emergency Transportation Program** sponsored service except for urgent care service will not be provided on the following observed holidays:

Veteran's Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King, Jr.'s Birthday  
Memorial Day  
Independence Day  
Labor Day

## **2. ACCESSING SERVICES**

### **OFFICE HOURS AND WEBSITE**

Big Bend Transit's office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. /  
[www.bigbendtransit.org](http://www.bigbendtransit.org)

### **PHONE NUMBER**

**Big Bend Transit's Phone Number is:** (850) 584-5566 or Florida Relay Service at 1-800-955-8711 for TDD access

### **ADVANCE NOTIFICATION TIME**

**Transportation Disadvantaged Program** - Trip reservations must be placed by 2:00 p.m. the day before travel and no more than 14 days in advance of the day of travel. Trips are scheduled Monday through Friday from 8:00 a.m. to 5:00 p.m.

### **TRIP CANCELLATION PROCESS**

Trip cancellations shall be made to Big Bend Transit a minimum of two (2) hours prior to the earliest pick-up time. A "no show" will be charged to passengers who do not cancel trips a minimum of two (2) hours prior to their pick-up time. Hours for cancelling service are Monday through Friday 6:00 a.m. to 6:00 p.m.

## **NO-SHOW POLICIES**

**Transportation Disadvantaged Program** - Trips must be cancelled a minimum of two hours before the scheduled pick-up time. If trips are not cancelled at least two hours in advance, the passenger will be considered a no-show. Cancellations at the door will be considered no-shows. If an individual is charged with frequent no-shows, they may be temporarily suspended from service.

On the first "no-show," the driver will leave a "no-show" notice on the client's door. On the second "no-show" occurrence, a letter of warning will be sent from the Community Transportation Coordinator. If a third infraction occurs within 60 days, the Community Transportation Coordinator will send a letter notifying the client that they have been suspended from service for a 30 day period. When the client is again reinstated to the program, and if three (3) infractions occur within 60 days, the suspension will be 45 days. When the client is again reinstated to the program and if three (3) infractions occur within 60 days, the suspension will be 60 days.

## **TRANSPORTATION DISADVANTAGED PROGRAM ELEGIBILITY**

Big Bend Transit determines the eligibility of each rider accessing transportation disadvantaged services through the Coordinated Transport System of Taylor County through an application process. This application process will ensure compliance with TD Commission and local standards. A copy of the Eligibility Status Application Form is included in Appendix B. Criteria which will be used to determine TD eligibility includes:

- Physical or mental disability of rider
- Income status
- Age
- Rider's ability to transport themselves
- Rider's ability to purchase transportation services

Transportation Disadvantaged sponsored services are provided on a first come first served basis. Every effort will be made to meet all local TD needs. However, TD services may be denied if insufficient funds are available to provide services.

## **TRANSPORTATION DISADVANTAGED TRIP PRIORITIES**

Big Bend Transit in cooperation with the Coordinating Board has established the following trip priorities for the use of the Transportation Disadvantaged Trust Funds:

- Life Sustaining Medical Trips
- Employment Trips
- Essential Business Trips
- Education/Training Trips
- Nutrition/M meal site Trips
- Recreational/Social Trips

## **3. TRANSPORTATION OPERATORS AND COORDINATION CONTRACTORS**

Big Bend Transit is a sole source provider.

## **4. PUBLIC TRANSIT UTILIZATION**

Perry Shuttle operated by Big Bend Transit.

## **5. SCHOOL BUS UTILIZATION**

Currently, there is no need to use school buses at this time. If Big Bend Transit determines a need to use school buses in the future, the Taylor County School Board will be contacted for assistance.

## **6. VEHICLE INVENTORY**

Big Bend Transit's vehicle inventory is shown as Appendix E-1.

## **7. SYSTEM SAFETY PROGRAM PLAN CERTIFICATION**

Big Bend Transit's System Safety Program Plan Certification is shown as Appendix E-2

## **8. INTER-COUNTY SERVICES**

Big Bend Transit provides regular scheduled and non-scheduled inter-county transportation services. Big Bend Transit participates, when operationally and cost effective, in inter-county service routes operated by adjacent Community Transportation Coordinators.

## **9. NATURAL DISASTER/EMERGENCY PREPAREDNESS**

Upon request, and on a capacity available basis, Big Bend Transit enters into disaster/emergency transportation assistance agreements with residential facilities to provide ambulatory and non-ambulatory transportation services. A disaster/emergency transportation assistance agreement is in place with Marshall Health of Perry.

## **10. MARKETING**

The availability of Big Bend Transit transportation services will continue to be promoted through general and specific distribution of informational materials at locations which concentrate eligible population activity.

## **11. ACCEPTABLE ALTERNATIVES**

There have been no acceptable alternatives for the provision of transportation service identified in Taylor County.

## **12. SERVICE STANDARDS**

The Community Transportation Coordinator and any transportation operator from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Florida Commission for the Transportation Disadvantaged approved standards. These standards include:

## **DRUG AND ALCOHOL POLICY**

**Rule 41-2.006 (4) (a), F.A.C.:** Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.

Big Bend Transit shall comply with this standard.

## **TRANSPORT OF ESCORTS AND DEPENDENT CHILDREN**

**Rule 41-2.006 (4) (b), F.A.C.:** An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Service Plan.

**Local Policy:** Children under age 12 will be required to be accompanied by an escort. Escorts must be provided by the passenger. Escorts must be able to provide the necessary assistance to the passenger. Escorts will be transported at the regular rate.

## **USE, RESPONSIBILITY AND COST OF CHILD RESTRAINT DEVICES**

**Rule 41-2.006 (4) (c), F.A.C.:** Use of child restraint devices shall be determined locally as to their responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan.

**Local Policy:** All passengers under the age of 4 and/or under 50 pounds will be required to use a child restraint device. This device will be provided by the passenger.

## **PASSENGER PROPERTY**

**Rule 41-2.006 (4) (d), F.A.C.:** Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.

**Local Policy:** Passengers shall be allowed to have two pieces of personal property which they can place in their lap. Passengers must be able to independently carry all items brought onto the vehicle.

## **VEHICLE TRANSFER POINTS**

**Rule 41-2.006 (4) (e), F.A.C.:** Vehicle transfer points shall provide shelter, security and safety of passengers.

Big Bend Transit shall comply with this standard.

## **LOCAL TOLL FREE NUMBER**

**Rule 41-2.006 (4) (f), F.A.C.:** A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The Transportation Disadvantaged Helpline phone number (1-800-983-2435) shall also be posted inside all vehicles of the coordinated system. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the

local Coordinating Board. All rider information/materials (brochures, user's guides, etc.) will include the Transportation Disadvantaged Helpline phone number.

Big Bend Transit shall comply with this standard.

## **OUT-OF-SERVICE AREA TRIPS**

**Rule 41-2.006 (4) (g), F.A.C.:** Out of service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.

**Local Policy:** Inter-county services between Taylor and Leon Counties is available weekly. Other inter-county services are provided when available.

## **VEHICLE CLEANLINESS**

**Rule 41-2.006 (4) (h), F.A.C.** Interior of all vehicles shall be free of dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.

**Local Policy:** All vehicles shall be cleaned (interior and exterior) on a regular schedule (minimum once a week).

## **BILLING REQUIREMENTS**

**Rule 41-2.006 (4) (I), F.A.C.** Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within seven (7) calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, in accordance with Section 287.0585, Florida Statutes.

**Local Policy:** Big Bend Transit shall comply with this standard.

## **PASSENGER/TRIP DATABASE**

**Rule 41-2.006 (4) (j), F.A.C.:** Passenger/trip database must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.

Big Bend Transit shall comply with this standard.

## **ADEQUATE SEATING**

**Rule 41-2.006 (4) (k), F.A.C.:** Adequate seating for paratransit services shall be provided to each rider and escort, child or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.

Big Bend Transit shall comply with this standard.

## **DRIVER IDENTIFICATION**

**Rule 41-2.006 (4) (l), F.A.C.:** Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with specific passengers, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.

**Local Policy:** Big Bend Transit shall comply with this standard.

## **PASSENGER ASSISTANCE**

**Rule 41-2.006 (4) (m), F.A.C.:** The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or wheelchair securement devices, storage of mobility assistive devices and closing the vehicle door. In the door-through-door paratransit service category, the driver shall be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchairs up or down more than one step, unless it can be performed safely as determined by the passenger, guardian and driver.

**Local Policy:** Drivers are not permitted individually to assist persons in wheelchairs up or down more than one step, through grass or sand or an incline of more than 8.33% (1:12 slope).

## **SMOKING, EATING AND DRINKING**

**Rule 41-2.006 (4) (n), F.A.C.:** Smoking is prohibited in any vehicle. Requirements for drinking and eating on board the vehicle will be addressed in the local Transportation Disadvantaged Service Plan.

**Local Policy:** The use of tobacco products on vehicles is prohibited. Eating and drinking on board the vehicle is also prohibited

## **PASSENGER NO-SHOWS**

**Rule 41-2.006 (4) (o), F.A.C.:** The Community Transportation Coordinator and the local Coordinating Board shall jointly develop a policy on passenger no-shows. Assessing fines to passengers for no-shows is acceptable but such policy and process shall be identified in the local Transportation Disadvantaged Service Plan.

**Local Policy** - Passenger no-shows are defined as trips not cancelled a minimum of two (2) hours prior to the scheduled pick-up time. Passengers shall be notified if they are considered a no-show.

## **TWO-WAY COMMUNICATIONS**

**Rule 41-2.006 (4) (p), F.A.C.:** All vehicles providing service within the coordinated system shall be equipped with two-way communications in good working order and audible to the driver at all times to the base.



**Local Policy:** All vehicles shall have cellular phones or two-way radios.

## **AIR CONDITIONING/HEATING**

**Rule 41-2.006 (4) (q), F.A.C.:** All vehicles providing service within the coordinated system shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

**Local Policy:** Big Bend Transit shall comply with this standard.

## **FIRST AID**

**Rule 41-2.006 (4) (r), F.A.C.:** First Aid policy shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

**Local Policy:** All drivers shall be certified in First Aid.

## **CARDIOPULMINARY RESUSCITATION**

**Rule 41-2.006 (4) (s), F.A.C.:** Cardiopulmonary resuscitation policy shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

**Local Policy:** All drivers shall be certified in cardiopulmonary resuscitation.

## **DRIVER CRIMINAL BACKGROUND SCREENING**

**Rule 41-2.006 (4) (t), F.A.C.:** Driver background screening shall be determined locally, dependent upon purchasing agencies' requirements and provided in the local Transportation Disadvantaged Service Plan.

**Local Policy:** All drivers in the coordinated system shall meet Level 2 criminal background screening requirements in accordance with Chapter 435, Florida Statutes.

## **FIXED ROUTE TRANSIT UTILIZATION**

**Rule 41-2.006 (4) (u), F.A.C.:** In areas where fixed route transportation is available, the Community Transportation Coordinator should jointly establish with the local Coordinating Board a percentage of total trips that will be placed on the fixed route system.

**Local Policy:** Big Bend Transit shall comply with this standard.

## **PICK-UP WINDOW**

**Rule 41-2.006 (4) (v), F.A.C.:** The Community Transportation Coordinator should establish and address the passenger pick-up windows in the local Transportation Disadvantaged Service Plan. This policy should also be communicated to contracted operators, drivers, purchasing agencies and passengers.

**Local Policy:** There is a ninety (90) minute pick-up window in place for all intra-county trips based on the arrival time of the passenger. There is a sixty (60) minute pick-up window in place for all intra-county trips based on the departure time of the passenger.

## **ON-TIME PERFORMANCE**

**Rule 41-2.006 (4) (w), F.A.C.:** The Community Transportation Coordinator and local Coordinating Board should jointly establish and address the percentage of trips that will be on-time in the local Transportation Disadvantaged Service Plan. This performance measure should be communicated to contracted operators, drivers, purchasing agencies and passengers. This measure should also be included as part of the Community Transportation Coordinator's evaluation of its contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator.

**Local Policy:** Big Bend Transit will have a 90% on-time performance rate for all completed trips. On-time performance will be measured by random sampling of trips.

## **ADVANCE RESERVATION REQUIREMENT**

**Rule 41-2.006 (4) (x), F.A.C.:** The Community Transportation Coordinator should establish and address in the local Transportation Disadvantaged Service Plan a minimum 24 hour advanced notification time to obtain services. This policy should be communicated to contracted operators, purchasing agencies, and other applicable entities.

## **SAFETY**

**Rule 41-2.006 (4) (y), F.A.C.:** The Community Transportation Coordinator and the local Coordinating Board should jointly establish and address in the local service plan a performance measure to evaluate the safety of the coordinated system. This measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator.

**Local Policy 1:** There shall be no more than 1.2 chargeable accidents per 100,000 miles during the evaluation period.

**Local Policy 2:** As maintenance is critical to ensure for safe operation of CTC vehicles, there shall be no more than 1 road call per 100,000 miles.

## **RELIABILITY**

**Rule 41-2.006 (4) (z), F.A.C.:** The Community Transportation Coordinator and the local Coordinating Board should jointly establish and address in the local service plan a performance measure to evaluate the reliability of the vehicles utilized in the coordinated system. This measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator.

## **13. PASSENGER CODE OF CONDUCT**

For everyone's safety, drivers and riders of the system are expected to act in an appropriate manner at all times and abide by the policies of Big Bend Transit.

- Riders shall be ready to board the vehicle within 5 minutes of its arrival.
- Riders shall be prepared to share their ride with other passengers.
- No person may eat, drink or smoke on board any vehicle.

- No passenger may operate or tamper with any equipment on board any vehicle.
- Riders may not have radios, cassette tape players, CD players or other sound generating devices in operation while on board a vehicle, UNLESS it is connected to a headset.
- Disruptive behavior, which results in a distraction to the driver is deemed a safety hazard. Such behavior will not be tolerated and shall be grounds for suspension of transportation privileges.

## **VERBAL ABUSE**

Verbal abuse by a rider against staff, drivers or other clients will not be tolerated. Verbal abuse includes but is not limited to use of profanity, obscene gestures, yelling or screaming. Riders who verbally abuse staff, drivers or other clients may be suspended from service.

## **PHYSICAL ABUSE**

Physical abuse of either a rider to another rider or rider to a driver will not be tolerated. Physical abuse includes but is not limited to grabbing, hitting or touching. Such abuse shall be deemed as assault. In such cases, the local police shall be notified, and the rider shall be issued a notice of suspension from service.

## **SUBSTANCE ABUSE**

No passenger who is under the influence of alcohol or illegal drugs will be transported. If a passenger is scheduled to be returned home and they are under the influence, they will be required to find alternative means of transportation. If a pattern of such behavior exists, a suspension of transportation privileges shall be invoked.

## **PENALTIES**

The following penalties shall apply to service sponsored by Florida's Transportation Disadvantaged Program. Service suspension for Medicaid NET sponsored passengers must follow the Medicaid Program guidelines.

### **Verbal Abuse**

- First offense – written warning
- Second offense – one week suspension of services
- Third offense – 30 day suspension of services
- Fourth offense – 90 day suspension of services
- Fifth offense – permanently removed from service

### **Physical Abuse**

First offense - Big Bend Transit will issue a written notice of suspension for 90 days by certified mail. The notice will advise the rider that Big Bend Transit intends to suspend his or her riding privileges and the reason for such action.

Second offense – 180 day suspension of services

Third offense - permanently removed from service

## **14. APPEALS**

A rider has ten (10) calendar days from the date of issuance of suspension notice to request a reconsideration hearing on the suspension. If a reconsideration hearing is requested, the hearing will be held by the Taylor County Transportation Disadvantaged Coordinating Board Grievance Committee if the suspension involves transportation provided under Florida's Transportation Disadvantaged Program. All requests for reconsideration must be in writing and delivered to:

**Big Bend Transit, Inc.**  
**P.O Box 1721**  
**Tallahassee, Florida 32302**

The written request must include the name and address of the person who is requesting the hearing and a statement as to why his or her riding privileges should not be suspended. If the request is not received within ten (10) calendar days from the issue date of the suspension, then the suspension becomes effective ten (10) calendar days from the date of issue. Upon receipt of letter requesting the reconsideration hearing, a hearing shall be held within 10 working days. Taylor County Board of Commissioners staff will advise the person requesting the reconsideration hearing by return correspondence of the date, time and location of the hearing. At the hearing, the person will be given the opportunity to present the reasons why they believe the suspension should not take place.

The Taylor County LCB updates and approves the local Grievance Procedures at the minimum of annually. The Board of Commissioners also approves the Grievance Procedures annually. The Grievance Procedures are shown in Appendix C. The Taylor County Transportation Disadvantaged Coordinating Board Grievance Committee will make a recommendation whether or not to uphold the suspension. A written statement of the recommendation shall be forwarded to the person requesting the hearing within two (2) working days after the hearing by the Grievance Committee. A written statement of the decision whether or not to uphold the suspension shall be forwarded by certified mail within two (2) working days by Big Bend Transit to the person requesting the hearing.

## **15. COMPLAINTS**

It is the goal of the Community Transportation Coordinator (Big Bend Transit-BBT) as well as the Local Coordinating Board to provide the best transportation services possible. Resolving and addressing complaints immediately is a priority. The Big Bend Transit and TD Helpline contact numbers are posted in a visible location in all CTC transport vehicles. Big Bend Transit has a formal complaint form which is provided to any rider or their representatives when so requested. The complaint form incorporates all elements of the CTD's Uniform Service Reporting Guidebook. If the passenger complaint cannot be resolved by the CTC in compliance with TD and local standards, the Grievance Procedures included in Appendix C will be followed. A copy of the Big Bend Transit Complaint Form is also included in Appendix C.

## **B. COST REVENUE ALLOCATION AND RATE STRUCTURE JUSTIFICATION**

The CTC is required to prepare Rate Model Worksheets annually. The Rate Model Worksheet is approved by the Local Coordinating Board (LCB) and the Transportation Disadvantaged (TD) Commission. In addition to the Rate Model Worksheets, the CTC prepares an Annual Operations Report which again reflects rates and expenditures and this is also approved by the LCB and the TD Commission. The current Rate Model Worksheets are shown in Appendix H and the Annual Operations Report is shown in Appendix G.

## **SECTION III QUALITY ASSURANCE**

### **A. SERVICE STANDARDS REQUIREMENTS**

It is a priority of the Local Coordinating Board as well as the Taylor County Board of Commissioners to ensure that the Community Transportation Coordinator (CTC), Big Bend Transit, Inc. (BBT) is providing a high quality of service and that it is being provided in a cost effective, efficient, unduplicated, and unfragmented manner. This is especially critical as BBT is the only public transportation provider in the County. BBT will be evaluated at a minimum of annually using the QAPE/LCB CTC Evaluation Workbook. BBT will be evaluated on levels of service which include both TD Commission standards as outlined in Rule 41-2.(006), Florida Administrative Code and Chapter 427, Florida Statutes and local standards. The criteria, which was used in the development of the service standards includes:

- a. service effectiveness;
- b. cost efficiency and effectiveness;
- c. vehicle utilization;
- d. service availability;
- e. reliability;
- f. safety and training.

Details of service standards which are used in the evaluation process to determine compliance with both TD Commission and local standards are listed under Section II Service Plan and Standards.

### **B. EVALUATION PROCESS**

Taylor County utilizes the QAPE/LCB CTC Evaluation Workbook to ensure quality of service as well as being cost efficient, effective, and unduplicated. The most recent evaluation of the CTC is found in Appendix H.

#### **1. CTC Evaluation Process**

Members of the Transportation Disadvantaged Local Coordinating Board (LCB) evaluate the Community Transportation Coordinator (CTC) a minimum of annually to ensure quality of service is being obtained and that it is being provided in the most effective, efficient, and unduplicated manner. The LCB and appropriate staff representing the Taylor County Board of Commissioners (the designated Planning Agency) review the evaluation. Upon approval by the LCB and the Board of Commissioners, the evaluation is forwarded to the CTC. The LCB Chairman or planning agency staff will discuss with the CTC as so needed. If there are findings which need to be addressed immediately this will be emphasized with timelines set to correct the problems/deficiencies. The evaluation will be forwarded to the Commission for the Transportation Disadvantaged for review and approval. The LCB and Planning Manager will make a recommendation to the Commission for the Transportation Disadvantaged as to whether the CTC should continue to be the designated CTC for the County.

The evaluation of the Community Transportation Coordinator (CTC) is conducted using the CTC Evaluation Workbook for the Florida Commission for the Transportation Disadvantaged. At a minimum, the following modules will be used:

1. Cost Effectiveness and Efficiency – Worksheet #1
2. Competition – Worksheet #2
3. Level of Coordination – Worksheet #3

In addition to the required modules, surveys will be conducted with passenger and purchasing agencies as to the quality of service provided by the CTC. Commission standards and local standards will be examined for compliance, as well as the goals and objectives incorporated in the service plan. The Americans with Disabilities Act Compliance Checklist will also be used to determine compliance.

## **2. CTC Monitoring Procedures of Operation and Coordination Contractors**

CTC's are responsible for evaluation of their operators and coordination contractors to ensure contractual compliance. The evaluation is done on a periodic basis depending on the needs and requirements of the CTC. A comprehensive annual evaluation is completed to ensure compliance with the System Safety Program Plan, locally approved standards, Commission standards, annual operating data, and insurance requirements. The CTC utilizes the appropriate worksheets provided in the Evaluation Workbook for Community Transportation Coordinators and Providers in Florida. At this time the CTC does not use any coordination contractors.

## **3. Planning Agency Evaluation Process**

The LCB will participate and assist the Commission for the Transportation Disadvantaged's quality assurance review of the planning agency. The Taylor County Board of Commissioners and assigned staff serves as the designated planning agency for Taylor County.

## **C. ADDITIONAL QUALITY ASSURANCE STANDARDS**

In addition to the CTC evaluation process, the CTC provides a presentation and update at each LCB quarterly meeting. Questions and concerns are addressed at that time to ensure problems and issues are addressed quickly. The Planning Grant Manager and CTC work closely together and historically the CTC has addressed any problem on request immediately. The LCB and the Board of Commissioners hold two public hearings instead of the one as required by the TD Commission in an effort to make sure local ridership needs are being addressed and to ensure quality assurance by both the CTC and the Planning Agency.

# APPENDIX A

## LOCAL COORDINATING BOARD MEMBERSHIP CERTIFICATION

The Taylor County Transportation Disadvantaged Planning Office and LCB, located at 201 E. Green Street, Perry, Florida, 32347, hereby certifies the following:

1. The membership of Local Coordinating Board (LCB), established pursuant to Rule-412.012(3), Florida Administrative Code (F.A.C), does in fact represent the appropriate parties as identified on the membership roster; and
2. The membership represents, to the maximum extent feasible, a cross section of the local community.

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

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

### MEMBERSHIP ROSTER OF THE LOCAL COORDINATING BOARD

Name	Designation	Position
Pam Feagle	Taylor Co. BOCC	Chairman
Edward Cullaro	Elderly (Over 60)	Primary
Open	Elderly (Over 60)	Alternate
Theresa Copeland	Economically Disadvantaged	Primary
Open	Economically Disadvantaged	Alternate
Sandra Collins	FDOT	Primary
Janell Damato	FDOT	Alternate
Leslee Sunderland	Disabled	Primary
Mary Wallace	Disabled	Alternate
Kristie Lutz	Department of Health	Primary
Martine Young	Department of Health	Alternate
Diane Head	Career Source North Florida	Primary
Anthony Jennings	Career Source North Florida	Alternate
Rhonda Brooks	Children at Risk	Primary
Tremmie Robinson	Children at Risk	Alternate
Sharon Hathcock	Taylor County School Board	Primary
Betsey Stephens	Taylor County School Board	Alternate
Deweece Ogden	FAHCA Medicaid	Primary
Pamela Hagley	FAHCA Medicaid	Alternate
Rose Rucks	Advocate	Primary
Ward Ketring	Advocate	Alternate
Denny Knight	Veterans	Primary
Open	Veterans	Alternate
Geraldine Sparrow	Vocational Rehab	Primary
Bobby Stephanelli	Vocational Rehab	Alternate
Sheryl Dick-Stanford	APD	Primary
Open	APD	Alternate
Jami Evans	Taylor Co. BOCC.	PGM – Non-voting member
Shawn Mitchell	Big Bend Transit Inc.	Non-voting member
Robert Adams	Big Bend Transit Inc.	Non-voting member



JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-8113 Phone  
(850) 584-2433 Fax

### TRANSPORTATION DISADVANTAGED SERVICE PLAN LOCAL COORDINATING BOARD ROLL CALL VOTE TDSP UPDATE 5

REPRESENTATION	MEMBER	VOTED FOR	VOTED AGAINST	ABSENT FROM VOTING
1. Chairperson (Taylor Co. BOCC)				
2. Elderly (Over 60)				
3. Economically Disadvantaged				
4. FDOT				
5. Disabled				
6. Department of Health				
7. Career Source North Florida				
8. Children at Risk				
9. Taylor County School Board				
10. FAHCA Medicaid				
11. Advocate				
12. Veterans				
13. Vocational Rehab				
14. APD				

The Coordinating Board hereby certifies that an annual evaluation of this Community Transportation Coordinator was conducted consistent with the policies of the Commission for the Transportation Disadvantaged and all recommendations of that evaluation have been incorporated in this Service Plan. We further certify that the rates contained herein have been thoroughly reviewed, evaluated and approved. This Transportation Disadvantaged Service Plan was reviewed in its entirety and approved by this Board at an official meeting held on

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coordinating Board Chairperson

Approved by the Commission for the Transportation Disadvantaged

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### TAYLOR COUNTY LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED

#### LOCAL COORDINATING BOARD MEMBERSHIP

Name	Designation
Pam Feagle	Taylor Co. BOCC
Edward Cullaro	Elderly (Over 60)
Open	Elderly (Over 60)
Theresa Copeland	Economically Disadvantaged
Open	Economically Disadvantaged
Sandra Collins	FDOT
Janell Damato	FDOT
Leslee Sunderland	Disabled
Mary Wallace	Disabled
Kristie Lutz	Department of Health
Martine Young	Department of Health
Diane Head	Career Source North Florida
Anthony Jennings	Career Source North Florida
Rhonda Brooks	Children at Risk
Tremmie Robinson	Children at Risk
Sharon Hathcock	Taylor County School Board
Betsey Stephens	Taylor County School Board
Deweece Ogden	FAHCA Medicaid
Pamela Hagley	FAHCA Medicaid
Rose Rucks	Advocate
Ward Ketring	Advocate
Denny Knight	Veterans
Open	Veterans
Geraldine Sparrow	Vocational Rehab
Bobby Stephanelli	Vocational Rehab
Sheryl Dick-Stanford	APD
Open	APD
Jami Evans	Taylor Co. BOCC.
Shawn Mitchell	Big Bend Transit Inc.
Robert Adams	Big Bend Transit Inc.

Non-voting member  
Non-voting member  
Non-voting member

# APPENDIX B

## CTC Service Standards Appendix B

Service Standards	Policy/Measure
<b>Drug and Alcohol Testing</b>	Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
<b>Transport of Escorts and Dependent Children</b>	Children under age 12 will be required to be accompanied by an escort. Escorts must be provided by the passenger. Escorts must be able to provide the necessary assistance to the passenger. Escorts will be transported at the regular rate.
<b>Use, Responsibility and Cost of Child Restraint Devices</b>	All passengers under the age of 4 and/or under 50 pounds will be required to use a child restraint device. This device will be provided by the passenger.
<b>Passenger Property</b>	Passengers shall be allowed to have two pieces of personal property which they can place in their lap. Passengers must be able to independently carry all items brought onto the vehicle. Passenger property does not include wheelchairs, child restraint seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
<b>Vehicle Transfer Points</b>	Vehicle transfer points shall provide shelter, security and safety of passengers.
<b>Local Toll Free Telephone Number</b>	A local toll free number for complaints or grievances shall be posted inside the vehicle. The Transportation Disadvantaged Helpline phone number (1-800-983-2435) shall also be posted inside all vehicles of the coordinated system. All rider information/materials (brochures, user's guides, etc.) will include the Transportation Disadvantaged Helpline phone number.
<b>Out-of-Service Area Trips</b>	Inter-county services between Taylor and Leon Counties are available weekly. Other inter-county services are provided when available.
<b>Vehicle Cleanliness</b>	The interior of all vehicles shall be free of dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger. All vehicles shall be cleaned (interior and exterior) on a regular schedule (minimum once a week).
<b>Billing Requirements</b>	The CTC shall pay all bills to transportation subcontractors within 7 days after receipt of said payment by the CTC.
<b>Passenger / Trip Database</b>	Passenger/trip database must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
<b>Adequate Seating</b>	Adequate seating/standing space for paratransit and transit services shall be provided to each rider and escort, child or personal care attendant, and no more passengers than the registered passenger seating/standing capacity shall be scheduled or transported in a vehicle at any time.
<b>Driver Identification</b>	Drivers shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the passengers upon pickup except in situations where the driver regularly transports the rider on a regular basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.

<b>Passenger (Loading) Assistance</b>	All drivers shall assist all passengers on and off the vehicles, if necessary or requested, to the seating portion of the vehicle. This assistance shall include: opening the vehicle door, fastening the seatbelt or wheelchair securement device, storage of mobility devices and closing the door. Assistance must be in a dignified manner. Drivers are not permitted individually to assist persons in wheelchairs up or down more than one step, through grass or sand or an incline of more than 8.33% (1:12 slope).
<b>Smoking, Eating, and Drinking</b>	There shall be no use of tobacco products on any vehicle in the coordinated transportation system. Eating and drinking on board the vehicle is prohibited. Stops may be made to accommodate the needs of the passengers at the discretion of the driver.
<b>Passenger No-Shows</b>	Passenger no-shows are defined as trips not cancelled a minimum of two (2) hours prior to the scheduled pick-up time. Passengers shall be notified if they are considered a no-show.
<b>Two-Way Communications</b>	All vehicles shall be equipped with a two-way radio and/or cellular phones in good working order and be audible to the driver at all times to the base.
<b>Air Conditioning / Heating</b>	All vehicles in the coordinated system shall have working air conditioning and heating. Vehicles that do not have working air conditioner or heater shall be scheduled for repair or replacement as soon as possible.
<b>Cardio – Pulmonary Resuscitation (CPR) Training</b>	All drivers shall be certified in CPR.
<b>First Aid Training</b>	All drivers shall be certified in First Aid.
<b>Driver Criminal Back Ground Check</b>	All drivers in the coordinated system shall meet Level 2 background screening requirements in accordance with Chapter 435, Florida Statutes.
<b>Fixed Route Transit Utilization</b>	In areas where fixed route transportation is available, the Community Transportation Coordinator should jointly establish with the local Coordinating Board a percentage of total trips that will be placed on the fixed route system.
<b>Pick-Up Window</b>	There is a (90) minute pick-up window in place for all intra-county trips based on the arrival time of the passenger. There is a (60) minute pick-up window in place for all intra-county trips based on the departure time of the passenger.
<b>On-Time Performance</b>	The CTC shall have a 90% on-time performance for all completed trips.
<b>Advance Reservation Requirement</b>	There shall be a 24 hour minimum advance notice requirement for all trips scheduled within the coordinated system, except under special circumstances.
<b>Safety</b>	1.2 accidents per 100,000 miles shall be the maximum allowable number of accidents for the evaluation period.
<b>Reliability</b>	The Community Transportation Coordinator and the local Coordinating Board should jointly establish and address in the local service plan a performance measure to evaluate the reliability of the vehicles utilized in the coordinated system. This measure should be used in the Community Transportation Coordinator's evaluation of the contracted operators and the local Coordinating Board's evaluation of the Community Transportation Coordinator.



# TAYLOR COUNTY

## Transportation Disadvantaged Application

### Section I: General Information

Full Name:

*Last*

*First*

*M.I.*

Address:

*Street Address*

*Apartment/Lot #*

*City*

*State*

*ZIP Code*

Check one: ☐ House ☐ Apartment ☐ Mobile home ☐ Nursing home  
☐ Group home

Is this address within the city limits? Check one: ☐ Yes ☐ No

For what type of travel do you intend to use this service? \_\_\_\_\_

How often do you plan to travel? ☐ Daily ☐ Weekly ☐ Monthly

Mailing Address:

*Street Address*

*Apartment/Lot #*

*City*

*State*

*ZIP Code*

Home

Phone#:

Alternate

Phone#:

Email:

SSN#:

Gender:

Birth Date :

(Attach copy of state ID or driver's license)

Emergency

Contact

Name:

Emergency Contact

Relationship:

Phone#:

## Section II: Mobility & Functionality Status

Check all Mobility Aids and/or Impairments that apply:

- ☐ Wheel Chair   ☐ Walker   ☐ Cane   ☐ Crutches   ☐ Leg Brace  
☐ Portable Oxygen   ☐ Totally Blind   ☐ Legally Blind   ☐ Service Animal  
☐ Deaf   ☐ Hearing Impaired   ☐ Mentally Impaired   ☐ Speech Impairment

If you checked "Mentally Impaired", please indicate the type of mental disability:

---

---

---

---

I require an escort to travel. (Check one) ☐ Yes   ☐ No

In case of mental or physical impairment, please answer the following questions:

1. Are you unable to drive yourself due to your disability? ☐ Yes   ☐ No

If "yes", explain why. \_\_\_\_\_

---

---

---

2. How do you currently travel to your destinations? \_\_\_\_\_  
3. Are you able to grip handles or railings? ☐ Yes ☐ No  
4. Are you able to understand and follow directions/requests? ☐ Yes ☐ No  
(IF NO, A PERSONAL ESCORT IS REQUIRED WHEN TRAVELLING.)  
5. Can you deal with unexpected situations or changes in routine? ☐ Yes  
☐ No (IF NO, A PERSONAL ESCORT IS REQUIRED WHEN TRAVELLING.)

## Section III: Income Status

1. Are you currently receiving Medicaid? ☐ Yes   ☐ No

If yes, include Medicaid#: \_\_\_\_\_

2. Check current assistance: ☐ Food Assistance (EBT)   ☐ AFDC   ☐ SSI  
(Must attach most current supporting documentation if applicable.)

3. How many individuals live in your household? \_\_\_\_\_
4. What is your annual household income? \_\_\_\_\_  
(Must attach most current supporting documentation, i.e. W2, 3-check stubs, etc.)
5. Do you or does anyone in your household have a car? ☐ Yes ☐ No
  - 5a. If "yes": Owner's name \_\_\_\_\_ Tag # \_\_\_\_\_  
Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_
  - 5b. If "yes", is this vehicle available to you ☐ Sometimes ☐ Always ☐ Never?
6. Do you have friends or relatives who can transport you? ☐ Yes ☐ No
  - 6a. If "yes" are they able to transport you ☐ Sometimes ☐ Always ☐ Never?

Would you be interested in a **Perry Shuttle** bus pass for travel?

☐ Yes ☐ No

#### Section IV: Applicant Release

Applicant acknowledges that the information provided is true and correct to the best of their ability and will only be used to assess eligibility. *I hereby authorize my medical representative to release information regarding my level of functionality and need for transportation with BBT.* Any false information submitted will be found cause for immediate disqualification or revocation of eligibility.

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
*Date*

If you are signing on the applicant's behalf, please indicate relationship to applicant (i.e. legal guardian, parent, personal care attendant, etc.)

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

#### Section V:

If you have indicated that you are mentally or physically impaired, please have a Medical Professional (such as a licensed physician, nurse practitioner, physical therapist, social worker, etc.) review this application and complete the following—

1. Do the disabilities of the applicant require that he/she bring a personal care attendant or escort when travelling? (Check one) ☐ Yes ☐ No (If "yes" the applicant **must** travel with an escort for **each** trip.)
2. Indicate which type of transportation is required by the applicant based upon his/her functionality. (Check one) ☐ Ambulatory Vehicle or ☐ Wheelchair & Walker accessible Vehicle



Please initial the following:

\_\_\_ I hereby certify that I have treated the above mentioned applicant and I am familiar with his/her disability and health condition.

\_\_\_ I hereby certify that I have read and agree with the information submitted in this application.

**Please attach pertinent medical documentation (such as evaluations, test results, or reports) that would explain the diagnosis or limitations of the applicant. Failure to do so will delay eligibility determination.**

I understand that by signing, I am acknowledging that the information in this evaluation is true and correct to the best of my knowledge. I certify that providing false or misleading information could result in the re-examination of eligibility status of the applicant and may be reported to the license/certification jurisdiction of the State of Florida.

\_\_\_\_\_  
*Print or type name of medical professional*

\_\_\_\_\_  
*License Number*

Office Address: \_\_\_\_\_

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*Building/Suite#*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*ZIP Code*

Office

Phone#: \_\_\_\_\_

Extension: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**\*\*IF ANY SECTION IS LEFT BLANK, OR ANY REQUIRED DOCUMENTATION IS NOT SUBMITTED, THIS FORM WILL BE RETURNED AND ELIGIBILITY CONSIDERATION WILL BE DELAYED\*\***

Return this application along with supporting documentation to the following address:

Big Bend Transit, Inc.

PO Box 1721

Tallahassee, FL 32302

Visit our website [www.bigbendtransit.org](http://www.bigbendtransit.org) for more information about the services that Big Bend Transit, Inc. offers in your community.

\*\*\*\*\*

**Office Use Only:**

Received Date: \_\_\_\_\_ Approved Date: \_\_\_\_\_ Denied Date: \_\_\_\_\_

# APPENDIX C



**GRIEVANCE PROCEDURES 2020 – 2021**  
**TAYLOR COUNTY LOCAL COORDINATING BOARD**  
**FOR THE TRANSPORTATION DISADVANTAGED**

Updated September 8, 2020

The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code (F.A.C) and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). The Grievance Procedures are in compliance with Florida Commission for the Transportation Disadvantaged Local Grievance Guidelines for Transportation Disadvantaged Services (February 2010) and Florida Commission Transportation Disadvantaged Grievance Procedures (May 2015). The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

## SECTION 1. DEFINITIONS

As used in these rules and procedures the following words and terms shall have the meanings assigned therein. Additional program definitions can be found in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code.

- 1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate Designated Official Planning Agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The CTC for Taylor County is Big Bend Transit, Inc.)
- 1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)
- 1.3 Transportation Disadvantaged (TD) (User): means "Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk" as defined in Section 411.202, Florida Statutes.
- 1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

- 1.5 Transportation Operator: means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)
- 1.6 Service Complaint: Means routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator (CTC) or transportation operators, not local service standards established by the Community Transportation Coordinator, local Coordinating Board, and the Taylor County Board of Commissioners. Big Bend Transit is both the CTC and the operator. Big Bend Transit does not use outside operators at this time. All service complaints shall be recorded and reported by the CTC to the LCB.
- 1.7 Formal Grievance: A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.
- 1.8 Administrative Hearing Process: Chapter 120, Florida Statutes.
- 1.9 Ombudsman Program: A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

## SECTION 2. OBJECTIVES

- 2.1 The objective of the grievance process shall be to serve as a mediator to hear and investigate and make recommendations in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies working with the CTC and the customer. It is not the objective of the grievance process to "adjudicate" or have "determinative" powers. The objective shall be to assist in providing a resolution for the improvement of services.
- 2.2 The CTC, and its service operation and other subcontractors must post the contact person's name and telephone number in each vehicle regarding the reporting of complaints.
- 2.3 Rider brochures and other rider documents shall provide information on the complaint and grievance process including the TD Helpline Service when local resolution does not occur.
- 2.4 All materials pertaining to the grievance process will be made available, upon request, in a format accessible to all citizens including persons with disabilities.
- 2.5 A written copy of the grievance procedure shall be available to anyone upon request. The request shall be made to the CTC, Official Planning Agency, or the Commission for the Transportation Disadvantaged.

- 2.6 Apart from this grievance process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process or the judicial court system.

### SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

- 3.1 The Taylor County Local Coordinating Board shall appoint five (5) of its voting members to the Grievance Committee. The Grievance Committee will serve as a mediator to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the designated service area and make recommendations to the LCB.
- 3.2 Members shall be appointed by the Chairperson of the LCB.
- 3.3 The Grievance Committee shall include one representative of client/rider.
- 3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.
- 3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.
- 3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board if applicable.
- 3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.
- 3.8 The Grievance Committee shall elect a Chairperson and Vice-Chairperson. The Chair and Vice-Chair shall serve for a one (1) year term but may serve consecutive terms.
- 3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.

### SECTION 4. GRIEVANCE PROCESS

- 4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of "hearing", "advising" and "making recommendations" on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.
- 4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through the Commission for the Transportation Disadvantaged Chapter 120, Florida Statutes Administrative Hearing Process, or the judicial court system.

4.3 Service Complaints. All service complaints should be recorded and reported by the Community Transportation Coordinator (CTC) to the Local Coordinating Board. The CTC should also include statistics on service complaints. Service complaints may include but not be limited to:

- a. Late trips (late pick up or drop off)
- b. No show by transportation operator
- c. No show by client/rider
- d. Client/rider behavior
- e. Driver behavior
- f. Passenger comfort/discomfort
- g. Service denial (refusing service to rider without an explanation as to why – such as the client may not qualify, lack of TD funds, etc.)
- h. Unsafe driving
- i. Others as deemed appropriate by the Local Coordinating Board

4.4 Formal Grievance. The client/rider, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. The formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, and potential users, private for-profit operators, private non-profit operators, the Community Transportation Coordinator, the Designated Official Planning Agency, elected officials and drivers. Formal grievances may include but are not limited to:

- a. Chronic or recurring or unresolved service complaints
- b. Violations of specific laws governing the provisions of the TD Services (i.e., Chapter 427, F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law and ADA)
- c. Denial of service
- d. Suspension of service
- e. Unresolved safety issues
- f. Contract disputes (if applicable)
- g. Coordination of disputes
- h. Bidding disputes
- i. Agency compliance
- j. Conflicts of interest
- k. Supplanting of funds
- l. Billing and/or account procedures
- m. Others as deemed appropriate by the Local Coordinating Board

4.5 All formal grievances filed must be written and at a minimum contain the following:

- a. Name and address of the client/rider
- b. A statement of the grounds for the grievance and supporting documentation, made in a clear and concise manner. This shall include efforts made by the client taken to resolve the issue.
- c. An explanation of the relief desired by the client.

If the client does not supply the above information to substantiate the grievance, no further action shall be taken.

4.6 The following steps shall be taken after a formal grievance has been filed:

**Step One:** The customer shall first contact the Community Transportation Coordinator (CTC) or the entity which they have a complaint. Big Bend Transit, Inc. is the Taylor County CTC and can be contacted at 850-574-6266. Locally, complaints may be made at 850-584-5566. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance. Minimum guidelines for the CTC include:

- a. All CTC and transportation subcontractors (not applicable at this time) must make a written copy of their procedures and rider policies available to anyone, upon request.
- b. All CTC and transportation subcontractors (not applicable at this time) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.
- c. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date the grievance was received and date by which a decision will be made.
- d. The CTC will render a decision in writing, giving the complainant an explanation of the facts that lead to the CTC's decision and provide a method or ways to bring about a resolution.
- e. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to all persons including those with disabilities.
- f. The CTC Board of Directors, owners or whoever is legally responsible must receive a copy of the grievance and response.

**Step Two:** If mediation with the CTC and/or the applicable entity is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency. Taylor County Board of Commissioners is the DOPA and the Planning Grant Manager can be reached at 850-838-3553.

**Step Three:** The Planning Grant Manager or their designee on behalf of the DOPA will make every effort to resolve the grievance by arranging a meeting between the involved parties in an attempt to assist them in reaching an amicable resolution. The meeting shall take place within seven (7) working days of receipt of all evidence regarding the grievance. The representative of the DOPA shall prepare a report regarding the meeting outcome. The report shall be sent to the client and the Chair of the Grievance Committee within seven (7) working days of the meeting.

**Step Four:** If the representative of the DOPA is unsuccessful at resolving the grievance through the process outlined in Step Three, the customer may request, in writing, that their grievance be heard by the Grievance Committee. This request shall be made within seven (7) working days of receipt of the report prepared as a result of the mediation meeting under Step Three and sent to the DOPA represented by the Local Coordinating Board (LCB) Chairman.

**Step Five:** Upon receipt of the written request for the grievance to be heard by the Grievance Committee, the LCB Chairman shall have fifteen (15) working days to contact Grievance Committee members and set up a grievance hearing date and location. The client and all parties involved shall be notified of the hearing date and location at least seven (7) working days prior to the hearing date by certified mail, return receipt requested.

**Step Six:** Upon conclusion of the hearing, the Grievance Committee must submit a written report of the hearing proceedings to the LCB Chairperson within ten (10) working days. The report must outline the grievance and the Grievance Committee's findings and recommendations. If the grievance is resolved through the hearing process in the above outlined steps, the grievance process will end. The final report will be forwarded to the members of the LCB.

**Step Seven:** If the grievance has not been resolved as outlined in the above steps, the client may request, in writing, that their grievance be heard by the full LCB. This request must be made in writing and sent to the LCB Chairman within five (5) working days of receipt of the Grievance Committee Hearing report. The client may make their request for a hearing before the LCB immediately following the Grievance Committee hearing, however until the final report is prepared from that meeting; the time frames established for notification of meeting herein apply.

**Step Eight:** The DOPA/ LCB Chairman shall have fifteen (15) working days to set a meeting date. LCB members shall have at least ten (10) working days notice of such meeting. The meeting shall be advertised as so appropriate in the news media and/or other mandated publications. The Grievance Committee's report must be received by the DOPA/ LCB Chairman within seven (7) working days of the hearing. The report shall then be forwarded to the client, members of the Grievance Committee, members of the Local Coordinating Board and all other persons/agencies directly involved in the grievance process.

**Step Nine:** The result/recommendations of the Local Coordinating Board hearing shall be outlined in a final report to be completed within seven (7) working days of the hearing. The report shall then be forwarded to the customer, members of the Local Coordinating Board, and all other persons/agencies directly involved in the grievance process.

If the grievance has not been resolved as outlined in these grievance procedures, the client/rider may exercise their adjudicative rights, use the Administrative Hearing Process outlined in Chapter 120, Florida Statutes, or request their grievance be heard by the Commission for the Transportation Disadvantaged through the Ombudsman Program established herein and the Commissions Grievance Process outlined in Section 5.

## SECTION 5. COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Ombudsman Program provided by the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the TD Helpline at 1-800-983-2435 or 850-410-5700 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at [www.dot.state.fl.us/ctd](http://www.dot.state.fl.us/ctd). For hearing or



speech impaired clients they may call, 711 (Florida only) Florida Relay System or 850-410-5708 for TTY. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures. The Ombudsman Program is available to anyone requesting assistance to resolve complaints or grievances.

All of the steps outlined in Section 4 must be attempted in the listed order before a grievance will move to the next step in the formal grievance process with the Commission for the Transportation Disadvantaged. The client should be sure to try and have as many details as possible when filing a complaint, such as dates, times, names, vehicle numbers, etc.

- 5.2 Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

- 5.3 Medicaid transportation service complaints, grievances, or appeals should be addressed through the Statewide Medicaid Managed Care (SMMC) System. The SMMC has a complaint process which can be accessed online at <http://www.ahca.myflorida.com/SMMC>. Complaints can also be made by calling 1-877-711-3662.
- 5.4 If the Commission is unable to resolve the grievance, the client will be referred to the Office of Administrative Appeals or other legal venues appropriate to the specific nature of the grievance.

### Grievance Procedures Process Chart at the Local Level

Type	Time Frame to File	Provide Transportation Services During Review	Time Frame to Resolve	Extension Time Frame	Time Frame to Send Written Notification of Resolution	Next Step (if any)
Complaint	Ninety (90) working days from the date of the incident that precipitated the complaint.	Yes	Fifteen (15) working days.	Ten (10) working days.	Five (5) working days from the date of the complaint.	File a grievance.
Grievance	Ninety (90) working days from the date of the action that precipitated the grievance to be filed.	Yes	Ninety (90) working days.	Fourteen (14) working days.	Seven (7) working days from the date of the resolution of the grievance.	File grievance with the Florida Commission for the Transportation Disadvantaged

## NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN GRIEVANCE PROCEDURES

Big Bend Transit, Inc.  
P.O. Box 1721  
Tallahassee, Florida 32302  
Contact: Shawn Mitchell- Transportation Manager  
Phone: 850-574-6266  
[smitchell@bigbendtransit.org](mailto:smitchell@bigbendtransit.org)

Taylor County Planning Grant Manager  
201 East Green St.  
Perry, Florida 32347  
Contact: Jami Evans  
Phone: 850-838-3553  
[grants.assist@taylorcountygov.com](mailto:grants.assist@taylorcountygov.com)

Taylor County Local Coordinating Board Chairperson: Pam Feagle  
Taylor County Board of Commissioners  
201 East Green St.  
Perry, Florida 32347  
Phone: 850-838-3500 ext 107

Florida Commission for the Transportation Disadvantaged Helpline 800-983-2435  
or  
Florida Commission for the Transportation Disadvantaged  
605 Suwannee Street, MS-49  
Tallahassee, FL 32399-0450  
or  
[www.fdot.gov/ctd](http://www.fdot.gov/ctd)

You may also contact [CTDOmbudsman@dot.state.fl.us](mailto:CTDOmbudsman@dot.state.fl.us) for further information about Grievance Procedures.

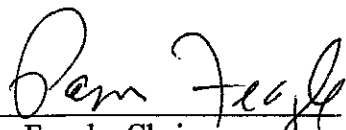
For Hearing and Speech impaired call 711 (Florida only) Florida Relay System or 850-410-5708 for TTY

Americans with Disabilities Act (ADA) 800-514-0301 (Voice) and 800-514-0383 (TTY)

Disability Rights Florida 800-342-0823

## CERTIFICATION

The undersigned hereby certifies that they are the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the 24th day of September, 2020

  
\_\_\_\_\_  
Pam Feagle, Chairperson

Local Coordinating Board for the Transportation Disadvantaged

APPROVED BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS, THE OFFICIAL DESIGNATED PLANNING AGENCY

  
\_\_\_\_\_  
Pam Feagle, Chairman  
Taylor County Board of Commissioners

September 8, 2020  
Date

Attachment 1: TD Local Grievance Guidelines for Transportation Disadvantaged Services

Attachment 2: Florida Commission for the Transportation Disadvantaged Grievance Procedures

Florida Commission for the



**Transportation  
Disadvantaged**  
Grievance Procedures

---

Revised 05/26/2015

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
605 SUWANNEE STREET, MS-49  
TALLAHASSEE, FL 32344



## GRIEVANCE PROCEDURES

### PURPOSE:

The intent of this procedure is to provide the Commission with guidelines to follow when grievances are presented to the Commission.

### HISTORY/BACKGROUND:

The CTD program is centered on local involvement and control. All service complaints and grievances are encouraged to be addressed/resolved through local processes and appropriate channels. The Commission requires all local systems to have written procedures for addressing/resolving complaints and grievances. Complaints are defined by CTD as any documented customer concern involving timeliness, vehicle condition, quality of service, personnel behavior, and other operational policies. ***This does not pertain to issues concerning eligibility.*** Grievances are defined as unresolved complaints.

***All issues which pertain to TD eligibility are referred to the local Appeals Process that is provided through the local Coordinating Board. Issues regarding ADA eligibility are referred to the appropriate Transit System and are not heard by the Commission. Individuals with ADA concerns may also be referred to the Americans with Disabilities Act toll-free information line, 800-514-0301 (voice), 800-514-0383 (TTY).***

A complaint and grievance are required to have two processes which address how each will be addressed. Filing a complaint locally is always the first step. If the complaint is not resolved to the complaint's satisfaction, generally the next step in the local process would be to file a written grievance with the LCB. Once a grievance has been addressed by the LCB, then the Commission would consider hearing the grievance.

In some cases the local procedures will have a referral to the CTD's Ombudsman Program/TD Helpline as the last step in the complaint procedures. In these cases the Ombudsman Staff would attempt to assist the grievant; however, the grievance would not be heard by the CTD until the grievance had been addressed by the LCB.

It is due to this process, the Commission decided there needed to be procedures in place for addressing grievances that are brought to the Commission.



## GRIEVANCE PROCEDURES

### **AUTHORITY:**

Chapter 427.015(2), F.S. states "the recommendation or termination of any CTC shall be subject to approval by the CTD".

Chapter 427, F.S. does not expressly confer the power or authority for the CTD to hear and determine a grievance between two third parties. The CTD can listen to grievances and it can investigate them from a fact-finding perspective. It can not be the judge or arbiter of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within the system. Similarly, if the grievance showed that one of the parties within the CTD contracts was acting so aberrantly as to not be in compliance with its contract, the CTD could exercise whatever contractual rights it has to correct the problem.

Apart from these grievance processes, aggrieved parties with proper standing may also have recourse through the Chapter 120, F.S., administrative hearings process or the judicial court system.

### **SCOPE:**

These procedures are required to be used by parties who wish to file a grievance with Commission related to transportation disadvantaged services provided in the State of Florida.

### **REFERENCES:**

The Commission requires each local transportation system to have established local complaint and grievance procedures. Local grievance procedures are included in each local Transportation Disadvantaged Service Plan. A copy of the local grievance procedures may be obtained by requesting them from the CTC, Official Planning Agency, or Commission. A copy of the Commission's Grievance Procedures may be obtained by requesting them from the Florida Commission for Transportation Disadvantaged, 605 Suwannee Street, MS 49, Tallahassee, FL 32399-0450.

### **FORMS:**

There is no form required at this time. The grievance must be in a written format and include all the background information and specifics regarding the grievance.



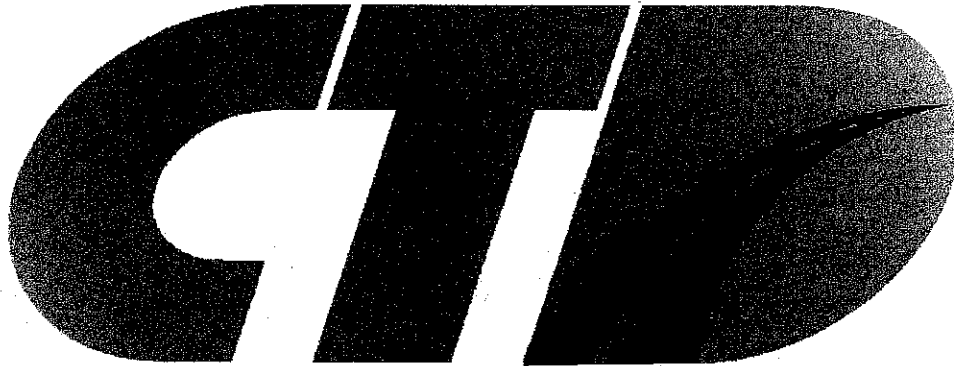
## GRIEVANCE PROCEDURES

### PROCEDURES:

1. All grievances submitted to the CTD must have first been submitted to and responded to by the local complaint and grievance processes.
2. All grievances must be submitted to the CTD in writing. The customer may begin this process by contacting the Commission through the CTD Helpline at (800) 983-2435 or via mail at: Florida Commission for the Transportation Disadvantaged; 605 Suwannee St., MS-49; Tallahassee, FL 32399-0450 or by email at [www.dot.state.fl.us/ctd](http://www.dot.state.fl.us/ctd). Upon request of the customer, the Commission will provide the customer with an accessible copy of the Commission's Grievance Procedures.
3. An acknowledgement of having received the grievance will be sent out immediately by the CTD. The official response to the grievance by the CTD will be in writing within 30 days. Depending upon the factors involving resolving the grievance this deadline could be extended with notice to the grievant by the CTD.
4. All grievances submitted to the CTD will be forwarded to the Ombudsman Staff who will research the grievance and notify the CTD Executive Director and Ombudsman Committee Chair who will make recommendations on how the CTD will proceed.
5. The grievant and local representatives will be notified the Committee will be discussing the grievance at a certain time and place. If they so choose, they may attend the Ombudsman Committee meeting where they will be provided an opportunity to present information. CTD's legal counsel may be requested to attend. The Committee may conduct meetings/reviews at the local level or by conference call for the convenience of the consumer, as needed. The CTC, LCB Members, and others who are involved in the local transportation system may be requested to participate.
6. The decisions rendered by the Ombudsman Committee concerning a grievance will be reported to the Commission at the next scheduled meeting.
7. The Ombudsman Committee Chair may choose to bring the grievance directly to the Commission.
8. As a result of the grievance, Special Reviews, Operational Studies, and Legal Reviews may be conducted by the CTD, or authorized agents, in effort to address or resolve issues.
9. The customer also has the right to file a formal grievance with the Office of Administrative Appeals or other venues.



Florida Commission for the



# **Transportation Disadvantaged**

## **LOCAL GRIEVANCE GUIDELINES FOR TRANSPORTATION DISADVANTAGED SERVICES**

Prepared by the

Commission for the Transportation Disadvantaged  
605 Suwannee Street, Mail Station 49  
Tallahassee, Florida 32399-0450  
Toll Free (800) 983-2345  
(850) 410-5700

Updated February 2010

## I. INTRODUCTION

The Commission for the Transportation Disadvantaged oversees, through contractual arrangements, a coordinated system of local transportation disadvantaged service providers in the state. At the local level Community Transportation Coordinators are responsible for the provision of service. The service area for which the Community Transportation Coordinator is responsible is, at a minimum, an entire county, but can include more than one county. The Community Transportation Coordinator can be a transportation operator and actually provide transportation service, or it can form a network of providers by contracting all or some of the service to other transportation operators.

Another key entity involved in the development, monitoring, support, and evaluation of the local service delivery system is the local Coordinating Board. Each county or service area has a local Coordinating Board to provide information, guidance and advice on the local coordinated system.

The purpose of these guidelines is to provide information and uniform guidance in regard to local grievance practices and procedures. It is to be applied by Community Transportation Coordinators and local Coordinating Boards in developing and implementing their local grievance procedures.

It is the intent of the Commission for the Transportation Disadvantaged to encourage resolution of grievances at the local level, and to educate the passengers, funding agencies, and any other interested parties about the grievance process(es).

## II. FORMAL GRIEVANCE VS. SERVICE COMPLAINTS

As you develop your Grievance process(es), it is very important that we define and delineate the differences between what a formal grievance is, pursuant to Chapter 427 F.S. and Rule 41-2 F.A.C., and what daily service complaints are. Daily service complaints are routine in nature, occur once or several times in the course of a days' service, and are usually resolved immediately within the control center of the Community Transportation Coordinator. However, if left or unresolved, a routine service complaint can mushroom into a formal grievance. Further discussion of the differences between a Formal Grievance and a Service Complaint follows:

### A. SERVICE COMPLAINT

Service complaints are routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator or transportation operators, not local service standards established by the Community Transportation Coordinator and local Coordinating Board. If the Community Transportation Coordinator is also an operator, their statistics on service complaints should be

included. Local standards should be developed regarding the reporting and parameters of service complaints.

Example:

Service Complaints may include but are not limited to:

- Late trips (late pickup and or late dropoff)
- No-show by transportation operator
- No-show by client
- Client behavior
- Driver behavior
- Passenger discomfort
- Service denial (refused service to client without an explanation as to why, i.e. may not qualify, lack of TD funds, etc.)

**B. FORMAL GRIEVANCE**

A formal grievance is a written complaint to document any concerns or an unresolved service complaints regarding the operation or administration of TD services by the Transportation Operator, Community Transportation Coordinator, designated official planning agency (DOPA), or local Coordinating Board. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.

Example:

Formal Grievances may include but are not limited to:

- Chronic or reoccurring or unresolved Service Complaints  
(Refer to description of service complaints)
- Violations of specific laws governing the provision of TD services i.e. Chapter 427 F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law, ADA.
- Contract disputes (Agencies/Operators)
- Coordination disputes
- Bidding disputes
- Agency compliance
- Conflicts of interest
- Supplanting of funds
- Billing and /or accounting procedures

Again, these guidelines are to be used to focus on the minimum requirements in drafting and finalizing the formal grievances. This is a guide to assist in setting local standards for determining the process(es) to resolve formal grievances.

### III. HEARING AND DETERMINING A GRIEVANCE

There is a distinct difference between "hearing" a grievance, and "hearing and determining" a grievance. There is no bar to a person or entity listening to or "hearing" a grievance. An entity may even investigate them, from a purely fact-finding perspective, as long as it does not, in the course of its investigation, impose requirements on third parties that are not supported by statute or contractual agreement.

However, when an entity makes a determination of the rights, duties, privileges, benefits, or legal relationships of a specified person or persons, it is exercising "adjudicative" or "determinative" powers. Deciding a grievance between two independent parties may fall within these parameters, depending on the nature of the grievance.

It should be noted that Chapter 427, F.S. grants no adjudicative powers to anyone. However, Rule 41-2, F.A.C. does provide for grievance processes at the local level:

#### 1. LOCAL COORDINATING BOARD GRIEVANCE PROCESS

Rule 41-2.012(5)(f), F.A.C., provides for the local Coordinating Board to appoint a grievance committee to serve as a mediator to process and investigate complaints from agencies, users, potential users of the system and the Community Transportation Coordinator in the designated service area, and make recommendations to the local Coordinating Board (LCB) for improvement of service. Whereas the committee makes recommendations to the local Coordinating Board, and the local Coordinating Board is also an advisory body, neither entity has the authority to "hear and determine" a grievance. They only have the authority to "hear" and advise. It should be noted that even though the local Coordinating Board does not have determinative powers, the recognition of problems by the various members of the local Coordinating Board is a very useful mechanism to resolve many issues. In addition, it should be noted that since the local Coordinating Board is involved in the development and approval of the Transportation Disadvantaged Service Plan, and the annual evaluation of the Community Transportation Coordinator, there is considerable avenue for the local Coordinating Board to influence changes where needed.

This authority to hear and advise is the grievance procedure that is currently in place by all local Coordinating Boards and is a part of the Commission for the Transportation Disadvantaged planning grant deliverables. This procedure should not imply "determinative" powers, nor should the Commission for the Transportation Disadvantaged be included in the process as a final arbiter. However, the Commission for the Transportation Disadvantaged could be the recipient of a recommendation by the local Coordinating Board in matters pertaining to "the system" or matters within the contractual control of the Commission for the Transportation Disadvantaged. Further the Commission for the Transportation Disadvantaged may choose to listen to a grievance, with the

understanding that the Commission for the Transportation Disadvantaged is limited in its authority to rule on the grievance.

## 2. COMMUNITY TRANSPORTATION COORDINATOR GRIEVANCE PROCESS

The Transportation Disadvantaged Service Plan must be developed consistently with the Coordinated Transportation Contracting Instructions, incorporated by reference in Rule 41-2.002(27), F.A.C. Pursuant to these instructions, the Operations Element must contain at a minimum, the step-by-step process that the Community Transportation Coordinator uses to address "Service Complaints" and "Formal Grievances". The "Formal Grievance" part of this is intended to be the step-by-step process which allows for "hearing and determination" activities within the Community Transportation Coordinator's organization.

Therefore, it will provide steps by which a formal written grievance can be "heard" and a "determinative" action can be taken. The Community Transportation Coordinator's grievance procedure should ultimately end at its Board of Directors, Board of County Commissioners, Owner or whoever else is legally responsible for the actions of the Community Transportation Coordinator.

Apart from these grievance processes, aggrieved parties with proper standing may also have recourse through the Chapter 120, F.S., administrative hearings process or the judicial court system.

## IV. MINIMUM REQUIREMENTS FOR FORMAL GRIEVANCE PROCEDURES BY COMMUNITY TRANSPORTATION COODINATOR & LOCAL COORDINATING BOARD

The following paragraphs contain minimum requirements for the development of grievance procedures by the Community Transportation Coordinator and local Coordinating Board as authorized by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statutes and Rule 41-2, F.A.C.

Formal grievance processes by the LCB or Community Transportation Coordinator shall be open to addressing concerns by any person or agency including but not limited to: Purchasing agencies, Users, Potential users, Private-for-profit operators, Private-nonprofit operators, Community Transportation Coordinator's, designated official planning agencies, Elected officials, and drivers.

### A. The minimum guidelines for the local Coordinating Board's formal grievance procedures are:

1. The local Coordinating Board's formal grievance procedures should state that all grievances filed must be written and contain the following:

- The Name and Address of the complainant;
- A statement of the grounds for the grievance and supplemented by supporting documentation, made in a clear and concise manner; and
- An explanation by the complainant of the improvements needed to address the complaint.

2. All local Coordinating Board's must make a written copy of their grievance procedures available known to anyone, upon request.
3. Local Coordinating Board's grievance procedures should make known to whom and where grievances are to be sent.
4. The local Coordinating Board's grievance procedures must specify a maximum amount of days (not to exceed 60) that the local Coordinating Board has to respond to Grievant.
5. The local Coordinating Board will render a response in writing providing explanation or recommendations regarding the grievance.
6. The local Coordinating Board grievance subcommittee must review all grievances and report accordingly to the full local Coordinating Board.
7. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.
8. If the local Coordinating Board receives a grievance pertaining to the operation of services under the Community Transportation Coordinator, that grievance should be passed on to the Community Transportation Coordinator for their response to be included in the local Coordinating Board's response.

B. The minimum guidelines for the Community Transportation Coordinator's formal grievance procedures regarding service and administrative complaints are:

1. The Community Transportation Coordinator's grievance procedures should state that all grievances filed must be written and contain the following:
  - The name and address of the complainant;
  - A statement of the grounds for the grievance and supplemented by supporting documentation, made in a clear and concise manner;
  - An explanation of the relief desired by the complainant.
2. All Community Transportation Coordinators and transportation subcontractors (including coordination contractors) must make a

written copy of their grievance procedures and rider policies available to anyone, upon request.

3. All Community Transportation Coordinators and transportation subcontractors (including coordination contractors) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.
4. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date of receipt and the date by which a decision will be made.
5. The Community Transportation Coordinator will render a decision in writing, giving the complainant an explanation of the facts that lead to the Community Transportation Coordinator's decision and provide a method or ways to bring about a resolution.
6. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.
7. The Board of Directors, Owners, or whoever is legally responsible must receive a copy of the grievance and response.

The desire to integrate the Community Transportation Coordinator and local Coordinating Board formal grievance process(es) is a local option. Any desire to involve the Commission for the Transportation Disadvantaged can be accomplished only after the local process is completed. The last step in every local process must be to refer the grievant to the Commission for the Transportation Disadvantaged Grievance Procedures. These procedures were established to address grievances that are brought to the Commission. To file a grievance with the Commission, the customer may begin the process by contacting the Commission through the TD Helpline at (800) 983-2435 or via mail at: Florida Commission for the Transportation Disadvantaged; 605 Suwannee Street, MS-49; Tallahassee, FL 32399-0450 or by email at [www.dot.state.fl.us/ctd](http://www.dot.state.fl.us/ctd) Upon request, the Commission will provide the customer with an accessible copy of the Commission's Grievance Procedures.

However, Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties

with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged ' may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

Medicaid complaints, appeals, and grievances will be addressed through the Medicaid Grievance System. All procedures must include a referral to Medicaid Fair Hearing, which are conducted through the Department of Children and Families.



# Big Bend Transit, Inc.

**P.O. Box 1721**

**Tallahassee, Florida 32302**

**850/574-6266**

## Complaint/Commendation Form

Date Called In: \_\_\_\_\_ Time Called In: \_\_\_\_\_

Incident Called In By: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date Of Incident: \_\_\_\_\_ Time Of Incident: \_\_\_\_\_

Does Complainant Wish To Be Notified Of Investigative Findings?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No

Was Complainant Informed That There Is Also A Grievance Process Available?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No

Did Complainant Request A Copy Of The Grievance Policy?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes; Address sent To: \_\_\_\_\_

Nature Of Incident:

\_\_\_\_\_ Timeliness  
\_\_\_\_\_ Vehicle Condition  
\_\_\_\_\_ Vehicle Operation  
\_\_\_\_\_ Other:

\_\_\_\_\_ Customer Service  
\_\_\_\_\_ Poor Route Selection  
\_\_\_\_\_ Trip Scheduling

Incident: \_\_\_\_\_

Incident Recorded By: \_\_\_\_\_

Findings: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Disposition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

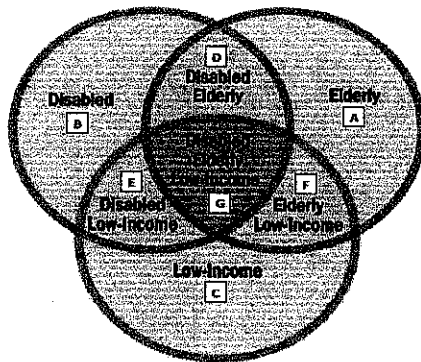
Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX D

# FORECAST OF GENERAL AND CRITICAL NEED TRANSPORTATION DISADVANTAGED POPULATIONS

Taylor County

Overlapping Circle Component											
E - Estimate non-elderly/disabled/ low income	619	622	625	629	632	635	638	642	645	648	651
B - Estimate non-elderly/ disabled/not low income	1,640	1,648	1,657	1,665	1,674	1,682	1,691	1,700	1,708	1,717	1,726
G - Estimate elderly/disabled/low income	62	62	63	63	63	64	64	64	65	65	65
D- Estimate elderly/ disabled/not low income	1,866	1,876	1,885	1,895	1,905	1,914	1,924	1,934	1,944	1,954	1,964
F - Estimate elderly/non-disabled/low income	208	209	210	211	212	213	214	216	217	218	219
A - Estimate elderly/non-disabled/not low income	1,584	1,592	1,600	1,608	1,617	1,625	1,633	1,642	1,650	1,659	1,667
C - Estimate low income/not elderly/not disabled	2,143	2,154	2,165	2,176	2,187	2,199	2,210	2,221	2,232	2,244	2,255
TOTAL GENERAL DISADVANTAGED POPULATION											
TOTAL POPULATION											



Taylor County

Critical Need TD Population Forecast	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Total Critical TD Population</b>											
Disabled	1,008	1,014	1,019	1,024	1,029	1,034	1,040	1,045	1,050	1,056	1,061
Low Income Not Disabled No Auto/Transit	0	0	0	0	0	0	0	0	0	0	0
<b>Total Critical Need TD Population</b>	<b>1,008</b>	<b>1,014</b>	<b>1,019</b>	<b>1,024</b>	<b>1,029</b>	<b>1,034</b>	<b>1,040</b>	<b>1,045</b>	<b>1,050</b>	<b>1,056</b>	<b>1,061</b>
<b>Daily Trips - Critical Need TD Population</b>											
Severely Disabled	49	50	50	50	50	51	51	51	51	52	52
Low Income - Not Disabled - No Access	0	0	0	0	0	0	0	0	0	0	0
<b>Total Daily Trips Critical Need TD Population</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>
<b>Annual Trips</b>	<b>12,253</b>	<b>12,461</b>	<b>12,671</b>	<b>12,885</b>	<b>13,103</b>	<b>13,335</b>	<b>13,571</b>	<b>13,811</b>	<b>14,056</b>	<b>14,304</b>	<b>14,529</b>

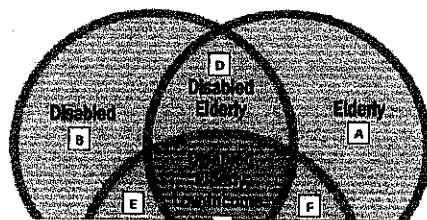
Assumes Annual Service Days = 248

Annual Population Growth (as a percent) 0.51%

County Pop. By Age	Total Pop by Age	% of Total Pop	Population Below Poverty Level by Age	% of Total Pop Below Poverty Level by Age	Total Population with a Disability by Age	% of Total Pop with a Disability by Age	Total Pop with Disability and Below Poverty Level by Age	% Total Pop with a Disability and Below Poverty Level by Age
< 5 Years of Age	1,270	5.6%	395	1.7%	0	0.0%	0	0.00%
5-17	3,088	13.6%	444	2.0%	60	0.3%	0	0.00%
18-34	5,243	23.0%	815	3.6%	306	1.3%	138	0.61%
35-64	9,428	41.4%	1,108	4.9%	1,893	8.3%	481	2.11%
<b>Total Non Elderly</b>	<b>19,029</b>	<b>83.6%</b>	<b>2,762</b>	<b>12.1%</b>	<b>2,259</b>	<b>9.9%</b>	<b>619</b>	<b>2.72%</b>
65-74	2,206	9.7%	163	0.7%	890	3.9%	0	0.00%
75+	1,514	6.7%	107	0.5%	1,038	4.6%	62	0.27%
<b>Total Elderly</b>	<b>3,720</b>	<b>16.4%</b>	<b>270</b>	<b>1.2%</b>	<b>1,928</b>	<b>8.5%</b>	<b>62</b>	<b>0.27%</b>
<b>Total</b>	<b>22,749</b>	<b>100%</b>	<b>3,032</b>	<b>13.3%</b>	<b>4,187</b>	<b>18.4%</b>	<b>681</b>	<b>2.99%</b>

Double Count Calculations		
E - Estimate non-elderly/disabled/ low income	From Base Data (I11)	619
B - Estimate non-elderly/ disabled/not low income	Subtract I11 from G11	1,640
G - Estimate elderly/disabled/low income	From Base Data (I14)	62
D - Estimate elderly/ disabled/not low income	Subtract I14 from G14	1,866
F - Estimate elderly/non-disabled/low income	Subtract I14 from E14	208
A - Estimate elderly/non-disabled/not low income	Subtract sum of J17, J18 and J19 from C14	1,584
C - Estimate low income/not elderly/not disabled	Subtract I11 from E11	2,143

8,122	35.7%
-------	-------



# APPENDIX E-1

DATE: 02/18/2021

BIG BEND TRANSIT INC.  
EXPANDED VEHICLE DATA PRINTOUT

ID: 1-343/MVI

PAGE: 1

VEHICLE#	MAKE	SIZE	SERIAL NUMBER	VEHICLE LOCATION	VEH GWV	PURCH DT	PURCH\$	DEP/PD	VALUE	INSURE LIC
ODOMETR	YEAR	DEPARTMENT	FUEL REGISTRATION NUM	VEHICLE DRIVER	PLATE #	INRSVCE	RESELL	PERIODS		LICENS INS
0906	CHEVY C	90257	H 1GBE4V1G38F414972	TAYLOR	0000000	04/01/2009	0	0		0 00
253159	2009	0006	U		X8484D----	0133404/01/2009	0	0		0 00
0911	FORD A	80208	L 1FBNE31L39DA91485	TAYLOR	0000000	08/26/2009	0	0		0 06
54316	2009	0006	U		X8488D	08/26/2009	0	0		0 01
1301	FORD C	TDTF	M 1FDDE4FS3DDA85437	TAYLOR	0000000	06/13/2013	0	0		0 00
230000	2013	0006	U		X7480B----	0133806/19/2013	0	0		0 00
1504	FORD C	91255	M 1FDDE3FL4FDA37463	TAYLOR	0000000	00/00/0000	0	0		0 00
198299	2015	0006	U		X5513C	01/01/2016	0	0		0 00
1603	DODGE	91259	L 2C7WDGBG9GR195505	TAYLOR	0000000	00/00/0000	0	0		0 00
67500	2016	0006	U		X0383D	06/24/2016	0	0		0 01
1902	FORD C	20014	M 1FDDE4FS1KDC02171	TAYLOR	0000000	11/01/2018	0	0		0 00
77927	2019	0006	U		X8319D	11/26/2018	0	0		0 00
2009	FORD C		M 1FDDE4FN3MDC20443	TAYLOR	0000000	10/06/2020	0	0		0 00
1129	2021	0006	U			00/00/0000	0	0		0 00

# APPENDIX E-2



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION OF COMPLIANCE**  
for  
PUBLIC-SECTOR BUS TRANSIT SYSTEMS  
(Certifying compliance with F.S. 341.061 & RULE14-90 F.A.C.)  
to  
Florida Department of Transportation

***This Certifies year 2020.***

DATE: **January 26, 2021**

TRANSIT SYSTEM: **Big Bend Transit, Inc.**

ADDRESS: **2201 Eisenhower street, Tallahassee, Florida**

In accordance with Florida Statue 341.061, the Bus Transit System named above and Private Contract Bus Transit System(s) (listed below), hereby certifies to the following:

1. The adoption of a System Safety Program Plan (SSPP) & Security Program Plan (SPP) pursuant to Florida Department of Transportation safety standards set forth in Rule Chapter 14-90, Florida Administrative Code.
2. Compliance with adopted safety standards in the SSPP & SPP.
3. Performance of annual safety inspections on all operational buses in accordance with Rule 14-90.009, FAC.

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



Name: **Shawn Mitchell**

Title: **General Manager**

Name and address of entity (ies) which has (have) performed safety inspections:

Name/Company: **Big Bend Transit, Inc.**

Address: **2201 Eisenhower street, Tallahassee, Florida**

Attachment: (Applicable Contractor(s) - Name, Address, Phone#, Contact Person)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CERTIFICATE OF COMPLIANCE**

725-030-10  
TRANSIT  
12/01

for a  
**SECTION 5311 SUBRECIPIENT**  
(Certifying compliance with 49 CFR Parts 40, 655)  
To  
Florida Department of Transportation

DATE 1/15/2021

Section 5311 Subrecipient Information:

AGENCY NAME: Big Bend Transit, Inc.

ADDRESS: 2201 Eisenhower street Tallahassee, FL

PHONE: 850-574-6266

FDOT District Office Information:

NAME: Doreen Joyner-Howard, AICP

PHONE: 904-360-5650

ADDRE:

I, Shawn Mitchell, General Manager  
(Name) (Title)

hereby certify that \_\_\_\_\_ and its applicable  
(Name of Subrecipient)

contractor(s) (listing attached hereto) for Big Bend Transit, Inc.  
(Name of Subrecipient)

has (have) established and implemented an anti-drug and alcohol misuse prevention program in accordance with the provisions of 49 CFR Parts 40 and 655 as amended. I further certify that the employee training conducted under this part meets the requirements of 49 CFR Parts 40 and 655 as amended.

  
Signature

Attachment: (Applicable Contractor(s) - Name, Address, Phone #, Contact Person)

# APPENDIX F

**ACTUAL EXPENDITURE REPORT FORM**  
 (One form for each county  
 Do not report funds from state agency sources)

**COUNTY:** Taylor County

**DUE:** September 15, 2020

<b>Coordinated Transportation</b>			
<b>ACTUAL PRIOR YEAR</b>			
<b>Local Funding</b>		<b>Direct Federal Funding</b>	
<b>Expenditures</b>	<b># of Trips, Operating Subsidy or Capital</b>	<b>Expenditures</b>	<b># of Trips, Operating Subsidy or Capital</b>
\$76,012	12,037		

<b>Transportation Alternatives</b>			
<b>ACTUAL PRIOR YEAR</b>			
<b>Local Funding</b>		<b>Direct Federal Funding</b>	
<b>Expenditures</b>	<b># of Trips, Operating Subsidy or Capital</b>	<b>Expenditures</b>	<b># of Trips, Operating Subsidy or Capital</b>

<b>Other</b>			
<b>ACTUAL PRIOR YEAR</b>			
<b>Local Funding</b>		<b>Direct Federal Funding</b>	
<b>Expenditures</b>	<b># of Trips, Operating Subsidy or Capital</b>	<b>Expenditures</b>	<b># of Trips, Operating Subsidy or Capital</b>

# APPENDIX G



## CTC Organization

County: Taylor  
Fiscal Year: 7/1/2019 - 6/30/2020

CTC Status: Submitted  
CTD Status: Under Review

Date Initiated: 9/25/2020

CTC Organization Name: Big Bend Transit, Inc.  
Address: Post Office Box 1721  
City: Tallahassee  
State: FL  
Zip Code: 32302  
Organization Type: Private Non Profit  
Network Type: Sole Source  
Operating Environment: Rural  
Transportation Operators: No  
Number of Transportation Operators: 0  
Coordination Contractors: No  
Number of Coordination Contractors: 0  
Provide Out of County Trips: No  
Local Coordinating Board (LCB) Chairperson: Pam Feagle  
CTC Contact: Shawn Mitchell  
CTC Contact Title: General Manager  
CTC Contact Email: smitchell@bigbendtransit.org  
Phone: (850) 574-6266

### CTC Certification

I, Shawn Mitchell, as the authorized Community Transportation Coordinator (CTC) Representative, hereby certify, under the penalties of perjury as stated in Chapter 837.06, F.S., that the information contained in this report is true, accurate, and in accordance with the accompanying instructions.

CTC Representative (signature): \_\_\_\_\_

### LCB Certification

I, Sharon Hathcock, as the Local Coordinating Board Vice-Chairperson, hereby, certify in accordance with Rule 41-2.007(7) F.S. that the Local Coordinating Board has reviewed this report and the Planning Agency has received a copy.

LCB Chairperson (signature): \_\_\_\_\_

Vice-Chairman



# CTC Trips

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2019 - 06/30/2020

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
<b>Service Type - One Way</b>						
<b>Fixed Route/Fixed Schedule</b>						
Daily Pass Trips	0	N/A	0	0	N/A	0
Weekly Pass Trips	0	N/A	0	0	N/A	0
Monthly Pass Trips	0	N/A	0	0	N/A	0
Deviated Fixed Route Service	4,562	N/A	4,562	5,752	N/A	5,752
Complementary ADA Service	0	N/A	0	0	N/A	0
<b>Paratransit</b>						
Ambulatory	7,210	0	7,210	8,735	0	8,735
Non-Ambulatory	1,770	0	1,770	2,361	0	2,361
Stretcher	0	0	0	0	0	0
Transportation Network Companies	0	N/A	0	0	N/A	0
Taxi	0	N/A	0	0	N/A	0
School Board (School Bus)	0	N/A	0	0	N/A	0
Volunteers	0	N/A	0	0	N/A	0
<b>Total - Service Type</b>	<b>13,542</b>	<b>0</b>	<b>13,542</b>	<b>16,848</b>	<b>0</b>	<b>16,848</b>
<b>Contracted Transportation Operator</b>						
How many of the total trips were provided by Contracted Transportation Operators? (If the CTC provides transportation services, do not include the CTC)	0	N/A	0	0	N/A	0
<b>Total - Contracted Transportation Operator Trips</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Revenue Source - One Way</b>						
Agency for Health Care Administration (AHCA)	1,505	0	1,505	2,046	0	2,046
Agency for Persons with Disabilities (APD)	1,122	0	1,122	1,712	0	1,712
Comm for the Transportation Disadvantaged (CTD)	6,015	N/A	6,015	6,735	N/A	6,735
Dept of Economic Opportunity (DEO)	0	0	0	0	0	0
Dept of Children and Families (DCF)	0	0	0	0	0	0
Dept of Education (DOE)	0	0	0	0	0	0
Dept of Elder Affairs (DOEA)	0	0	0	0	0	0
Dept of Health (DOH)	0	0	0	0	0	0
Dept of Juvenile Justice (DJJ)	0	0	0	0	0	0
Dept of Transportation (DOT)	0	0	0	0	0	0
Local Government	4,589	0	4,589	5,752	0	5,752
Local Non-Government	311	0	311	603	0	603
Other Federal & State Programs	0	0	0	0	0	0
<b>Total - Revenue Source</b>	<b>13,542</b>	<b>0</b>	<b>13,542</b>	<b>16,848</b>	<b>0</b>	<b>16,848</b>



**Transportation  
Disadvantaged**

## CTC Trips (cont'd)

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit,  
Inc.

Fiscal Year: 07/01/2019 - 06/30/2020

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
<b>Passenger Type - One Way</b>						
Older Adults	4,033	0	4,033	4,917	0	4,917
Children At Risk	133	0	133	312	0	312
Persons With Disabilities	2,822	0	2,822	2,421	0	2,421
Low Income	5,494	0	5,494	8,106	0	8,106
Other	1,060	0	1,060	1,092	0	1,092
<b>Total - Passenger Type</b>	<b>13,542</b>	<b>0</b>	<b>13,542</b>	<b>16,848</b>	<b>0</b>	<b>16,848</b>
<b>Trip Purpose - One Way</b>						
Medical	4,034	0	4,034	4,926	0	4,926
Employment	2,680	0	2,680	3,281	0	3,281
Education/Training/Daycare	4,071	0	4,071	5,211	0	5,211
Nutritional	1,671	0	1,671	1,913	0	1,913
Life-Sustaining/Other	1,086	0	1,086	1,517	0	1,517
<b>Total - Trip Purpose</b>	<b>13,542</b>	<b>0</b>	<b>13,542</b>	<b>16,848</b>	<b>0</b>	<b>16,848</b>
<b>Unduplicated Passenger Head Count (UDPHC)</b>						
UDPHC	705	0	705	872	0	872
<b>Total - UDPHC</b>	<b>705</b>	<b>0</b>	<b>705</b>	<b>872</b>	<b>0</b>	<b>872</b>
<b>Unmet &amp; No Shows</b>						
Unmet Trip Requests	0	N/A	0	0	N/A	0
No Shows	201	N/A	201	308	N/A	308
<b>Customer Feedback</b>						
Complaints	0	N/A	0	0	N/A	0
Commendations	0	N/A	0	4	N/A	4





## CTC Vehicles & Drivers

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2019 - 06/30/2020

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
<b>Vehicle Miles</b>						
Deviated Fixed Route Miles	36,193	N/A	36,193	35,855	N/A	35,855
Complementary ADA Service Miles	0	N/A	0	0	N/A	0
Paratransit Miles	191,827	0	191,827	157,721	0	157,721
Transportation Network Companies (TNC) Miles	0	N/A	0	0	N/A	0
Taxi Miles	0	N/A	0	0	N/A	0
School Board (School Bus) Miles	0	N/A	0	0	N/A	0
Volunteers Miles	0	N/A	0	0	N/A	0
<b>Total - Vehicle Miles</b>	<b>228,020</b>	<b>0</b>	<b>228,020</b>	<b>193,576</b>	<b>0</b>	<b>193,576</b>
<b>Roadcalls &amp; Accidents</b>						
Roadcalls	2	0	2	7	0	7
Chargeable Accidents	0	0	0	0	0	0
<b>Vehicle Inventory</b>						
Total Number of Vehicles	7	0	7	8	0	8
Number of Wheelchair Accessible Vehicles	7	0	7	8	0	8
<b>Drivers</b>						
Number of Full Time & Part Time Drivers	6	0	6	6	0	6
Number of Volunteer Drivers	0	0	0	0	0	0



## CTC Revenue Sources

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2019 - 06/30/2020

CTD Status: Under Review

Revenue Sources	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Agency for Health Care Administration (AHCA)	\$ 132,450	\$ 0	\$ 132,450	\$ 117,396	\$ 0	\$ 117,396
Agency for Persons with Disabilities (APD)	\$ 10,715	\$ 0	\$ 10,715	\$ 16,350	\$ 0	\$ 16,350
Dept of Economic Opportunity (DEO)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Dept of Children and Families (DCF)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Dept of Education (DOE)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Dept of Elder Affairs (DOEA)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Dept of Health (DOH)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Dept of Juvenile Justice (DJJ)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Commission for the Transportation Disadvantaged (CTD)						
Non-Sponsored Trip Program	\$ 298,936	N/A	\$ 298,936	\$ 276,789	N/A	\$ 276,789
Non-Sponsored Capital Equipment	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Rural Capital Equipment	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
TD Other	\$ 19,886	N/A	\$ 19,886	\$ 0	N/A	\$ 0
Department of Transportation (DOT)						
49 USC 5307	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
49 USC 5310	\$ 0	\$ 0	\$ 0	\$ 70,759	\$ 0	\$ 70,759
49 USC 5311	\$ 254,026	\$ 0	\$ 254,026	\$ 84,182	\$ 0	\$ 84,182
49 USC 5311 (f)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Block Grant	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Service Development	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Commuter Assistance Program	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other DOT	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Local Government						
School Board (School Bus)	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
County Cash	\$ 47,040	\$ 0	\$ 47,040	\$ 47,040	\$ 0	\$ 47,040
County In-Kind	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
City Cash	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
City In-Kind	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other Cash	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other In-Kind	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Local Non-Government						
Farebox	\$ 15,813	\$ 0	\$ 15,813	\$ 21,657	\$ 0	\$ 21,657
Donations/Contributions	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
In-Kind Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other Non-Government	\$ 2,444	\$ 0	\$ 2,444	\$ 2,511	\$ 0	\$ 2,511
Other Federal & State Programs						
Other Federal Programs	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other State Programs	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total - Revenue Sources	\$ 781,310	\$ 0	\$ 781,310	\$ 636,684	\$ 0	\$ 636,684



## CTC Expense Sources

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2019 - 06/30/2020

CTD Status: Under Review

Expense Sources	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Labor	\$ 297,075	\$ 0	\$ 297,075	\$ 288,137	\$ 0	\$ 288,137
Fringe Benefits	\$ 123,586	\$ 0	\$ 123,586	\$ 140,930	\$ 0	\$ 140,930
Services	\$ 45,401	\$ 0	\$ 45,401	\$ 24,725	\$ 0	\$ 24,725
Materials & Supplies Consumed	\$ 75,735	\$ 0	\$ 75,735	\$ 84,741	\$ 0	\$ 84,741
Utilities	\$ 12,272	\$ 0	\$ 12,272	\$ 11,730	\$ 0	\$ 11,730
Casualty & Liability	\$ 57,345	\$ 0	\$ 57,345	\$ 44,352	\$ 0	\$ 44,352
Taxes	\$ 20	\$ 0	\$ 20	\$ 294	\$ 0	\$ 294
Miscellaneous	\$ 10,597	\$ 0	\$ 10,597	\$ 11,160	\$ 0	\$ 11,160
Interest	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Leases & Rentals	\$ 14,828	\$ 0	\$ 14,828	\$ 13,854	\$ 0	\$ 13,854
Capital Purchases	\$ 0	\$ 0	\$ 0	\$ 78,621	\$ 0	\$ 78,621
Contributed Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Allocated Indirect Expenses	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Purchased Transportation Services</b>						
Bus Pass	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
School Board (School Bus)	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Transportation Network Companies (TNC)	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Taxi	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Contracted Operator	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
<b>Total - Expense Sources</b>	<b>\$ 636,859</b>	<b>\$ 0</b>	<b>\$ 636,859</b>	<b>\$ 698,544</b>	<b>\$ 0</b>	<b>\$ 698,544</b>

County: Taylor  
 CTC: Big Bend Transit, Inc.  
 Contact: Shawn Mitchell  
 Post Office Box 1721  
 Tallahassee, FL 32302  
 850-574-6266

Demographics	Number
Total County Population	22,098
Unduplicated Head Count	705



Email: smitchell@bigbendtransit.org

Trips By Type of Service	2018	2019	2020
Fixed Route (FR)	0	0	0
Deviated FR	5,431	5,752	4,562
Complementary ADA	0	0	0
Paratransit	11,802	11,096	8,980
TNC	0	0	0
Taxi	0	0	0
School Board (School Bus)	0	0	0
Volunteers	0	0	0
<b>TOTAL TRIPS</b>	<b>17,233</b>	<b>16,848</b>	<b>13,542</b>

Passenger Trips By Trip Purpose	2018	2019	2020
Medical	5,830	4,926	4,034
Employment	3,540	3,281	2,680
Ed/Train/DayCare	4,376	5,211	4,071
Nutritional	1,576	1,913	1,671
Life-Sustaining/Other	1,911	1,517	1,086
<b>TOTAL TRIPS</b>	<b>17,233</b>	<b>16,848</b>	<b>13,542</b>

Passenger Trips By Revenue Source	2018	2019	2020
CTD	6,151	6,735	6,015
AHCA	3,460	2,046	1,505
APD	980	1,712	1,122
DOEA	0	0	0
DOE	0	0	0
Other	6,642	6,355	4,900
<b>TOTAL TRIPS</b>	<b>17,233</b>	<b>16,848</b>	<b>13,542</b>

Trips by Provider Type	2018	2019	2020
CTC	17,233	16,848	13,542
Transportation Operator	0	0	0
Coordination Contractor	0	0	0
<b>TOTAL TRIPS</b>	<b>17,233</b>	<b>16,848</b>	<b>13,542</b>

Vehicle Data	2018	2019	2020
Vehicle Miles	197,929	193,576	228,020
Roadcalls	1	7	2
Accidents	1	0	0
Vehicles	7	8	7
Drivers	7	6	6

Financial and General Data	2018	2019	2020
Expenses	\$649,394	\$698,544	\$636,859
Revenues	\$654,905	\$636,684	\$781,310
Commendations	6	4	0
Complaints	0	0	0
Passenger No-Shows	265	308	201
Unmet Trip Requests	0	0	0

Performance Measures	2018	2019	2020
Accidents per 100,000 Miles	0.51	0	0
Miles between Roadcalls	197,929	27,654	114,010
Avg. Trips per Passenger	19.28	19.32	19.21
Cost per Trip	\$37.68	\$41.46	\$47.03
Cost per Paratransit Trip	\$37.68	\$41.46	\$47.03
Cost per Total Mile	\$3.28	\$3.61	\$2.79
Cost per Paratransit Mile	\$3.28	\$3.61	\$2.79

# APPENDIX H

# Comprehensive Budget Worksheet

Complete by:                     

July 1st of                     

## REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors!)

Local Non-Govt:


Local Government:


CTD:


USDOT & FDOT:


AFC:


DOF:


DOF:


DOF (state):


AWI:


DOE:


DCA:


Community Development

Other DCA (Military Installation)

Other DCA (Military Revenue)

# Comprehensive Budget Worksheet

City of Taylor

Comprehensive Budget Worksheet

July 1st of

APP

DII

Other Fed or State

Other Revenues

Balancing Revenue to Prevent Deficit

None

None

## EXPENDITURES (CIC/Operators ONLY / Do NOT include Coordination Contractors!)

See NOTES Below

Once completed, proceed to the Worksheet titled "Budgeted Rate Base"

Actual year LOSSES are shown as Balancing Revenue or Local Non-Government revenue

# Budgeted Rate Base Worksheet

Version 1.4

CTC: Big Bend Transit, Inc.

County: Taylor

1. Complete applicable GREEN cells in column 3; YELLOW and BLUE cells are automatically completed in column 3
2. Complete applicable GOLD cells in column and 5

Upcoming Year's BUDGETED Revenues	What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue Excluded from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment. OR will be used as match for the purchase of equipment?
from July 1st of 2020 to June 30th of 2021			
1	3	4	5

## REVENUES (CTC/Operators ONLY)

### Local Non-Govt

Farebox	\$ 22,444
Medicaid Co-Pay Received	\$ -
Donations/Contributions	\$ -
In-Kind, Contributed Services	\$ -
Other	\$ 2,700
Bus Pass Program Revenue	\$ -

### Local Government

District School Board	\$ -
Compl. ADA Services	\$ -
County Cash	\$ 47,040
County In-Kind, Contributed Services	\$ -
City Cash	\$ -
City In-Kind, Contributed Services	\$ -
Other Cash	\$ -
Other In-Kind, Contributed Services	\$ -
Bus Pass Program Revenue	\$ -

### CTD

Non-Sports Trip Program	\$ 312,431
Non-Sports Capital Equipment	\$ -
Rural Capital Equipment	\$ -
Other TD	\$ -
Bus Pass Program Revenue	\$ -

### USDOT & FDOT

49 USC 5307	\$ -
49 USC 5310	\$ -
49 USC 5311 (Operating)	\$ 159,532
49 USC 5311 (Capital)	\$ -
Block Grant	\$ -
Service Development	\$ -
Computer Assistance	\$ -
Other DOT	\$ -
Bus Pass Program Revenue	\$ -

### AHCA

Medicaid	\$ 124,378
Other AHCA	\$ -
Bus Pass Program Revenue	\$ -

### DCF

Alcohol, Drug & Mental Health	\$ -
Family Safety & Preservation	\$ -
Comm. Care Dis./Aging & Adult Serv.	\$ -
Other DCF	\$ -
Bus Pass Program Revenue	\$ -

### DOH

Children Medical Services	\$ -
County Public Health	\$ -
Other DOH	\$ -
Bus Pass Program Revenue	\$ -

### DOE (state)

Carl Perkins	\$ -
Div of Blind Services	\$ -
Vocational Rehabilitation	\$ -
Day Care Programs	\$ -
Other DOE	\$ -
Bus Pass Program Revenue	\$ -

### AWI

WAGES/Workforce Board	\$ -
AWI	\$ -
Bus Pass Program Revenue	\$ -

### DOEA

Older Americans Act	\$ -
Community Care for Elderly	\$ -
Other DOEA	\$ -
Bus Pass Program Revenue	\$ -

### DCA

Community Services	\$ -
Other DCA	\$ -
Bus Pass Program Revenue	\$ -

\$ 22,444	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ 2,700	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ 47,040	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ 312,431	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ 124,378	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

YELLOW cells  
are NEVER Generated by Applying Authorized Rates

BLUE cells  
Should be funds generated by rates in this spreadsheet

GREEN cells  
MAY BE Revenue Generated by Applying  
Authorized Rate per Mile/Trip Charges

Fill in that portion of budgeted revenue in Column 2 that will be GENERATED through the application of authorized per mile, per trip, or combination per trip plus per mile rates. Also, include the amount of funds that are Earmarked as local match for Transportation Services and NOT Capital Equipment purchases.

If the Farebox Revenues are used as a source of Local Match Dollars, then identify the appropriate amount of Farebox Revenue that represents the portion of Local Match required on any state or federal grants. This does not mean that Farebox is the only source for Local Match.

Please review all Grant Applications and Agreements containing State and/or Federal funds for the proper Match Requirement levels and allowed sources.

### GOLD cells

Fill in that portion of Budgeted Rate Subsidy Revenue in Column 4 that will come from Funds Earmarked by the Funding Source for Purchasing Capital Equipment. Also include the portion of Local Funds earmarked as Match related to the Purchase of Capital Equipment if a match amount is required by the Funding Source.



# Budgeted Rate Base Worksheet

Version 1.4

CTC: Big Bend Transit, Inc.

County: Taylor

1. Complete applicable GREEN cells in column 3; YELLOW and BLUE cells are automatically completed in column 3
2. Complete applicable GOLD cells in column and 5

Upcoming Year's BUDGETED Revenues	
from July 1st of 2020 to June 30th of 2021	
1	2

## APD

Office of Disability Determination	\$	22
Developmental Services	\$	15,300
Other APD	\$	-
Bus Pass Program Revenue	\$	-

## DJI

DJI	\$	-
Bus Pass Program Revenue	\$	-

## Other Fed or State

XXX	\$	-
XXX	\$	-
XXX	\$	-
Bus Pass Program Revenue	\$	-

## Other Revenues

Interest Earnings	\$	-
XXXX	\$	-
XXXX	\$	-
Bus Pass Program Revenue	\$	-

## Balancing Revenue to Prevent Deficit

Actual or Planned Use of Cash Reserve	\$	-
---------------------------------------	----	---

Total Revenues = \$ 683,647

What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet. OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue Excluded from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment. OR will be used as match for the purchase of equipment?
3	4	5

\$ 22	\$ -	
\$ 15,300	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	

\$ -	\$ -	
------	------	--

\$ 624,315	\$ 159,532	\$ -
------------	------------	------

## EXPENDITURES (CTC/Operators ONLY)

### Operating Expenditures

Labor	\$	305,684
Fringe Benefits	\$	149,512
Services	\$	28,230
Materials and Supplies	\$	89,901
Utilities	\$	12,445
Casualty and Liability	\$	56,646
Taxes	\$	310

### Purchased Transportation:

Purchased Bus Pass Expense	\$	-
School Bus Utilization Expenses	\$	-
Contracted Transportation Services	\$	-
Other	\$	-

Miscellaneous \$ 11,840

Operating Debt Service - Principal & Interest \$ -

Leases and Rentals \$ 14,696

Contrib. to Capital Equip. Replacement Fund \$ 16,581

In-Kind, Contributed Services \$ -

Allocated Indirect \$ -

### Capital Expenditures

Equip. Purchases with Grant Funds \$ -

Equip. Purchases with Local Revenue \$ -

Equip. Purchases with Rate Generated Rev. \$ -

Capital Debt Service - Principal & Interest \$ -

\$ -

Total Expenditures = \$ 683,647

minus EXCLUDED Subsidy Revenue = \$ 159,532

Budgeted Total Expenditures INCLUDED in

Rate Base = \$ 524,315

Rate Base Adjustment<sup>1</sup> = \$ (7,929)

Adjusted Expenditures Included in Rate

Base = \$ 516,386

\$ 159,532

Amount of Budgeted  
Operating Rate  
Subsidy Revenue

### <sup>1</sup> Rate Base Adjustment Cell

If necessary and justified, this cell is where you could optionally adjust proposed service rates up or down to adjust for program revenue (or unapproved profit), or losses from the Actual period shown at the bottom of the Comprehensive Budget Sheet. This is not the only acceptable location or method of reconciling for excess gains or losses. If allowed by the respective funding sources, excess gains may also be adjusted by providing system subsidy revenue or by the purchase of additional trips in a period following the Actual period. If such an adjustment has been made, provide notation in the respective explanation area of the Comprehensive Budget tab.

<sup>1</sup> The Difference between Expenses and Revenues for Fiscal Year:

2018 - 2019

Once Completed, Proceed to the Worksheet entitled "Program-wide Rates"

## Worksheet to Program-wide Rates

9/3/2020 10:00 AM  
2019/2020

Complete this worksheet to determine the program-wide rates for the fiscal year.

Enter the number of miles traveled by all vehicles in revenue service for the fiscal year.

Enter the number of passengers transported by all vehicles in revenue service for the fiscal year.

Enter the number of miles traveled by all vehicles in revenue service for the fiscal year.

Rate Per Passenger Mile = \$	2.96
Rate Per Passenger Trip = \$	51.71

Avg. Passenger Trip Length = 17.4 Miles

### Rates if No Revenue Funds Were Identified As Subsidy Funds

Rate Per Passenger Mile = \$	3.88
Rate Per Passenger Trip = \$	67.69

Once completed, provide to the worksheet entitled "Multiple Service Rates"

#### Vehicle Miles

The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

#### Vehicle Revenue Miles (VRM)

The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles exclude:

- Deadhead
- Operator training, and
- Vehicle maintenance testing, as well as
- School bus and charter services.

#### Passenger Miles (PM)

The cumulative sum of the distances ridden by each passenger.



## Workshop for Multiple Service Rates

2. Answer the questions by completing the sentences using the words in the box.

## SECTION 1. SERVICES PROVIDED

will have a significant impact on the way in which the world's population is fed. The world's population is growing at an estimated rate of 1.5% per year, and by the year 2050, it is estimated that there will be 9 billion people on the planet. This means that we will need to find ways to produce more food to feed this growing population. One way to do this is by using more efficient farming techniques, such as precision agriculture, which uses data and technology to optimize crop yields. Another way is by using more sustainable farming practices, such as organic farming, which avoids the use of synthetic fertilizers and pesticides. Both of these approaches have the potential to increase food production while also protecting the environment. However, it is important to note that these solutions are not a silver bullet. We also need to address issues such as food distribution and access, as well as the impact of climate change on food production. Only by taking a holistic approach can we ensure that the world's population is fed in a sustainable and equitable way.

Wesley's Publishing Co., Inc. New York

William H. Rouse and James D. Thompson

**THE UNIVERSITY OF CHICAGO**

1. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

[illegible]

100

Journal of Management Education 32(1) 10-22  
© The Author(s) 2007  
Reprints and permissions: <http://www.sagepub.com/journalsPermissions.nav>  
DOI: 10.1177/1053426907305507  
<http://jme.sagepub.com>

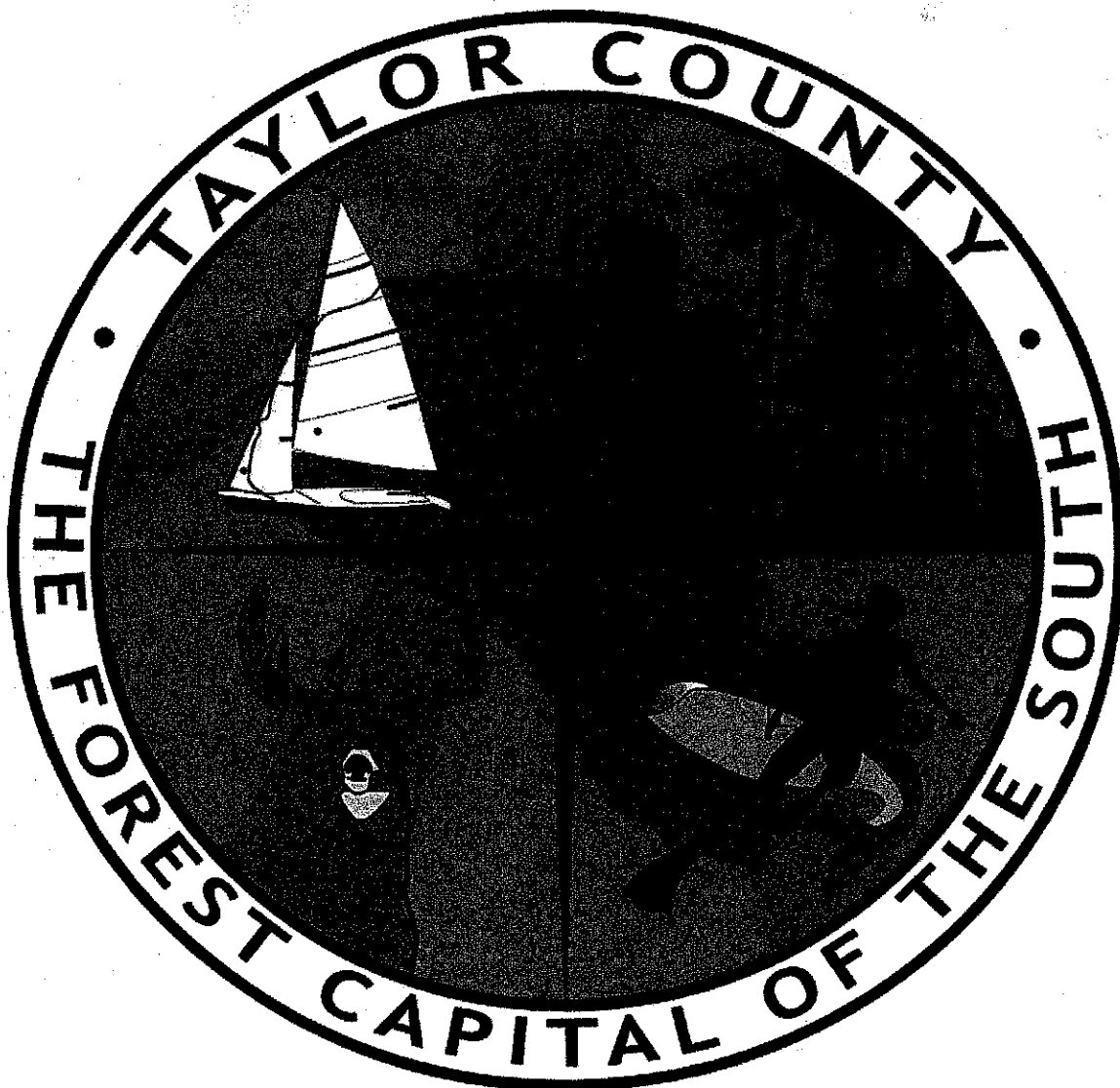
© 2000 The McGraw-Hill Companies

Combination Trip and Mile Rate
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



# APPENDIX I

**Taylor County**  
**Transportation Disadvantaged**  
**Local Coordinating Board**  
**By-Laws 2020-2021**



Updated September 8, 2020

A handwritten signature in cursive script, reading "Pam Feagle".

---

**Pam Feagle, Chairman**  
**Local Coordinating Board of the Transportation Disadvantaged**

**OUR MISSION:** To ensure the availability of efficient, cost-effective and quality transportation services for transportation disadvantaged persons.

**Our Vision and Values:** To provide the best possible transportation services to the transportation disadvantaged population, providing a viable program to assist in the improvement of the quality of life of our citizens.

## **SECTION 1: PREAMBLE**

The following sets forth the by-laws which shall serve to guide the proper functioning of the Taylor County Transportation Disadvantaged Local Coordinating Board. The intent is to provide procedures and policies for fulfilling the requirements of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code (FAC), LCB and Planning Agency Operating Guidelines (August 2017) and subsequent laws setting forth requirements for the coordination of transportation services to the transportation disadvantaged. The by-laws also adhere to the policies and procedures as set forth by the Taylor County Board of Commissioners for County appointed and approved Committees and Advisory Boards.

## **SECTION II: NAME AND PURPOSE OF BOARD**

- A. Name.** The name of the Coordinating Board shall be the **Taylor County Transportation Disadvantaged Local Coordinating Board (LCB)**, hereinafter referred to as the Board.
- B. Purpose.** The purpose of the Board is to identify local service needs, assist in planning for said needs, assist with the selection and annual review of a Community Transportation Coordinator (CTC), provide information, advice and direction to the CTC on the provision of services to the transportation disadvantaged and assist in the development of the local Transportation Disadvantaged Service Plan (TDSP).

## **SECTION III: MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, AND TERMINATION OF MEMBERSHIP**

- A. Voting Members.** In accordance with Chapter 427.0157, Florida Statutes, all members of the Board shall be appointed by and/or approved by the Taylor County Board of Commissioners.

The following agencies or groups shall be represented on the Board as voting members

1. A County Commissioner or other elected official from service area.
2. A local representative from the Florida Department of Transportation.
3. A local representative from the Florida Department of Children and Family Services.
4. A person over sixty (60) years of age representing the elderly in the county.
5. The County's Veterans Service Officer or a person recommended by the local Veterans Service Officer representing the Veteran's in the County.
6. A local representative for children at risk.

7. A local representative from the Florida Department of Elder Affairs.
8. A representative of the Regional Workforce Development Board (Career Source of North Florida.)
9. A representative of the local medical community (local health department, long term care facilities, hospitals, assisted living facilities, kidney dialysis centers, etc.)
10. A person representing the disabled of the county.
11. A representative of the public education community which could include but not be limited to, a representative of the local School Board, school transportation services, or Head Start where the school district is responsible.
12. A person who is recognized by the Florida Association for Community Action representing the economically disadvantaged.
13. Two citizen advocate representatives with one who uses the transportation services as their primary means of transportation.
14. A representative of the Florida Agency for Health Care Administration.

**B. Alternate Members.** The designated agencies shall name one (1) alternate who may vote only in the absence of that member on a one-vote-per-member basis.

**C. Technical Advisors - Non-voting Members.** Additional non-voting members may be appointed by the Board of County Commissioners or by majority vote of the LCB to provide technical advice as necessary.

**D. Terms of Appointment.** Except for the Chairperson and agency representative, the members of the board shall be appointed for three (3) year terms. Members may be reappointed if requested by the agency or group the member is representing and if approved by the Board of Commissioners. Terms are staggered to prevent a significant turnover during a particular period.

**E. Termination of Membership.** Any member of the Board may resign at any time by notice in writing to the LCB Chairman. If the member is from an Agency required by the Florida Commission for the Transportation Disadvantaged, the Agency shall be responsible for appointing a new member and their alternate. The Planning Grant Coordinator shall be notified by the Agency as to the new appointment(s). Attendance is required at scheduled meetings, except for reasons of an unavoidable nature. In each instance of an unavoidable absence, the member should ensure their alternate will attend. The Board of County Commissioners upon recommendation of the Planning Coordinator shall review, and consider rescinding the appointment of any voting member of the Board who fails to attend three (3) consecutive meetings. The County/Planning Agency shall maintain an attendance roster for each LCB meeting. This roster shall be submitted to the TD Commission with each quarterly report. The Taylor County LCB will follow the Advisory Committee Attendance Policy approved by the Taylor County Board of Commissioners and guidelines of the Florida Commission for the Transportation Disadvantaged.



#### **SECTION IV: OFFICERS AND DUTIES**

- A. Number.** The officers of the Local Coordinating Board shall be a Chairperson and a Vice-Chairperson.
- B. Chairperson.** The Chairperson shall preside at all meetings, and in the event of his/her absence, or at his/her direction; the Vice-Chairperson shall assume the duties and powers of the Chairperson. The Chairperson will be the appointee of the Taylor County Board of Commissioners. The Chairperson will serve until their elected term of office expires or otherwise replaced by the Board of Commissioners. The Chairperson is responsible for the minutes of the meeting and for all meeting notices and agendas. The Chairperson shall work closely with the Planning Coordinator planning meetings, reviewing required submissions under the terms of the grant contracts, and other meetings or events required for the Local Coordinating Board to be effective and in compliance with the Florida Commission for the Transportation Disadvantaged rules and regulations.
- C. Vice-Chairperson.** The Local Coordinating Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting at the following meeting. LCB members can serve more than one term as Vice-Chairperson, but not for consecutive terms. The annual organizational meeting is held at the 1<sup>st</sup> quarter meeting in (normally September) to elect a Vice-Chairperson for the upcoming new fiscal/grant reporting year. If there is a tie vote for the Vice-Chairperson at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

At the organizational meeting for FY 2017-2018 there was a tie vote for the Vice-Chairperson. The LCB members voted to have Co-Vice Chairpersons for the upcoming year. In the event the Chairperson is unable to attend a LCB meeting or represent the LCB and both Vice-Chairpersons are present, the acting Chairperson will be determined by a coin toss. To ensure this situation does not occur in upcoming years, if there is a tie vote at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

#### **SECTION V: BOARD MEETINGS**

- A. Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly. The Board currently meets in September, December, March and June in concurrence with the State of Florida and Commission for the Transportation Disadvantaged fiscal year.
- B. Meeting Standards.** All meetings including committee meetings shall function under the "Government in the Sunshine Law". All meetings will provide an opportunity for public comment.

**C. Parliamentary Procedures.** The Local Coordinating Board will conduct business using parliamentary procedures as set forth and followed by the Taylor County Board of Commissioners.

**D. Quorum and Voting.** At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. A quorum shall consist of at least 5 of the members. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these bylaws, shall be decided by the vote of a majority of the members of the Board present. Roll Call votes will be held and documented when so needed. As required by Chapter 286.012, all Board members, including the Chairperson of the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote is taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

**E. Notice of Meetings.** Notices and tentative agenda packages shall be sent to all Board Members, other interested parties, and the largest circulating newspaper in the designated area at least one week prior to the Board meeting. Such notice shall state the date, time, and the place of the meeting.

## **SECTION VI: STAFF**

**A. General.** The County Commission shall provide the Local Coordinating Board with sufficient staff support and resources to enable the Board to fulfill its responsibilities as set forth in Chapter 427.0157 Florida Statutes and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). These responsibilities include providing sufficient staff to manage and oversee the operations of the local program, assist in scheduling meetings, preparing meeting agenda packets, and other necessary administrative duties as required by the Local Coordinating Board within the limit of resources available.

## **SECTION VII: BOARD DUTIES**

**A. Board Duties.** The Local Coordinating Board member duties, with the assistance of the Planning Grant staff, shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.

1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Managers files.

2. Review and approve the selection of the Community Transportation Coordinator (CTC) and the Memorandum of Agreement between the CTC and the TD Commission.
3. Annually review, make recommendations and approve the Transportation Disadvantaged Service Plan (TDSP) and annual updates to the TDSP. Ensure all appropriate parties are included in the process including the public, the planning agency and the CTC.
4. Annually evaluate the CTC's performance in general and relative to insurance, safety requirements and standards as referenced in Rule 41-2, 006, FAC, and results of standards in the most recent TDSP. The LCB shall set an annual percentage goal increase (or establish a percentage) for the number of trips provided within the system to be on public transit where such services are available. (There is currently no other public transit service in Taylor County). The LCB shall utilize the Commission's Quality Assurance Performance Evaluation Tool to evaluate the performance of the CTC. This evaluation Tool and Summary will be submitted to the Commission upon approval by the LCB.
5. In cooperation with the CTC, review and provide recommendations to the Commission and the Taylor County Board of Commissioners, on all applications for local government, state or federal funds relating to transportation of the transportation disadvantaged in the designated service area to ensure that any expenditures within the designated service area are provided in the most cost effective and efficient manner (427.0157(3), FS). The accomplishment of this requirement shall include the development and implementation of a process by which the Coordinating Board and CTC have an opportunity to become aware of any federal, state or local government funding requests and provide recommendations regarding the expenditure of such funds. Such funds may include expenditures for operating, capital or administrative needs. Such a process should include at least:
  - A. The review of applications to ensure that they are consistent with the TDSP. This review shall consider:
    - a. The need for the requested funds or services;
    - b. Consistency with local government comprehensive plans;
    - c. Coordination with local transit agencies, including the CTC;
    - d. Consistency with the TDSP;
    - e. Whether such funds are adequately budgeted amounts for the services expected; and,
    - f. Whether such funds will be spent in a manner consistent with the requirements of coordinated transportation laws and regulations.
  - B. Notify the Commission of any unresolved funding requests without delays in the application process.
6. When requested, assist the CTC in establishing eligibility guidelines and trip priorities.

7. Review coordination strategies for service provision to the transportation disadvantaged in the designated service area to seek innovative ways to improve cost effectiveness, efficient, safety, operating hours, and types of service in an effort to increase ridership to a broader population (427.0157(5) FS). Such strategies should include:
  - A. Evaluation of multi county or regional transportation opportunities. Supporting inter- and intra-county agreements to improve coordination as a way to reduce costs for service delivery, maintenance, insurance, or other identified strategies; and
  - B. Seeking the involvement of the private and public sector, volunteers, public transit, school districts, elected officials and others in any plan for improved service delivery.
8. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the County designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners and in compliance with the Transportation Disadvantaged Commission standards, shall be followed.
9. Annually review coordination contracts (if applicable) to advise the CTC whether the continuation of said contract provides the most cost effective and efficient transportation available (41-2.008(3) FAC).
10. Annually hold a minimum of one (1) public hearing/workshop. This must be a separate meeting from a quarterly LCB meeting and must have its own agenda and minutes, for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.
11. All LCB members will be trained on and comply with the requirements of Section 112.3143, Florida Statutes, concerning voting conflicts of interest (41-2.012(5)(d) FAC).
12. Work cooperatively with regional workforce development boards established in Chapter 445 to provide assistance in the development of innovative transportation services for participants in the welfare transition program (427.0157(7), FS).

#### **SECTION VIII: COMMITTEES**

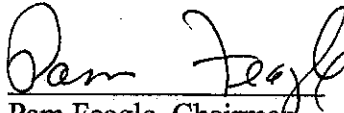
- A. **Committees.** Committees shall be designated by the Chairperson as necessary to investigate and report on specific subject areas of interest to the Local Coordinating Board and to deal with administrative and legislative procedures.

#### **SECTION IX: COMMUNICATIONS WITH OTHER ENTITIES AND AGENCIES**

- A. General.** The Board of County Commissioners authorizes the Local Coordinating Board to communicate directly with other agencies and entities as necessary to carry out its duties and responsibilities in accordance with Rule 41-2 FAC.

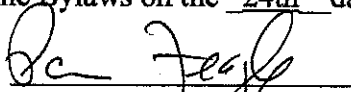
**SECTION X: CERTIFICATIONS**

The undersigned hereby certifies that the Taylor County Board of Commissioners has reviewed and approved a full, true, and correct copy of the By- Laws of the Local Coordinating Board of the Transportation Disadvantaged on the 8th day of September, 2020.



Pam Feagle, Chairman  
Taylor County Board of Commissioners

The undersigned hereby certified that the Local Coordinating Board has reviewed and approved a full, true, and correct copy of the Bylaws on the 24th day of September, 2020.



Pam Feagle, Chairman  
Local Coordinating Board for the  
Transportation Disadvantaged.

# APPENDIX J

**STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and Big Bend Transit, Inc., Post Office Box 1721, Tallahassee, FL 32302 the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of Taylor county (ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

- I. The Coordinator Shall:
  - A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.
  - B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.
  - C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.
  - D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

**E. Accomplish this Project by:**

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.
2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.
3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.
4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.
5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

**F. Comply with Audit and Record Keeping Requirements by:**

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.



2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.
  3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.
  4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.
- G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.
- H. Comply with Safety Requirements by:
1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and
  2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$200,000 for any one person and \$300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of \$1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

K. Protect Civil Rights by:

1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.
2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

- M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.
- N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.
- O. Comply with the following requirements concerning drivers and vehicles:
1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.
  2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.
  3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
  4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

**P. Comply with other requirements as follows:**

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.
2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.
3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
4. Provide shelter, security, and safety of passengers at vehicle transfer points.
5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.
6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.
7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.
9. Maintain or have access to a passenger/trip database on each rider being transported within the system.
10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.
11. First Aid shall be determined locally and provided in the local Transportation

**Disadvantaged Service Plan.**

12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

**II. The Commission Shall:**

- A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.
- B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

**III. The Coordinator and the Commission Further Agree:**

- A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.
- C. Termination Conditions:
  - 1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
  - 2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.
- D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.
- E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450.** The representative/position of the Coordinator responsible for administration of the program under this Agreement is:

Shawn Mitchell, General Manager, Big Bend Transit, Inc.  
P.O. Box 1721, Tallahassee, FL 32302

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on March 24, 2011.

  
Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION  
COORDINATOR:

STATE OF FLORIDA, COMMISSION FOR  
THE TRANSPORTATION DISADVANTAGED:

Big Bend Transit, Inc.  
Agency Name

Steve Holmes  
Printed Name of Authorized Individual

Shawn Mitchell  
Printed Name of Authorized Individual

Signature

SHAWN MITCHELL  
Signature

Executive Director  
Title

General Manager  
Title

12

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

SUBJECT/TITLE:



2021 Spring E911 Rural County Maintenance Grant

Meeting Date:

March 16<sup>th</sup>, 2021

**Statement of Issue:** This application is for the 2021 Spring Maintenance Grant. This grant funds the maintenance costs associated with Taylor County's 911 System.

**Recommendation:** Sign Contract

**Fiscal Impact:** \$ 45,448.48 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** Katie Morrison

**Contact:** 850-838-1104 or katie.morrison@taylorsheriff.org

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The E911 Rural County Grant Program is used to assist rural Counties with installation and maintenance of an enhanced 911 System. This is a reimbursement grant; There is no match for this Grant, as it is 100% funded by the State E911 Board.

**Options:**

1. Approve Application
2. If not approved, we will be unable to pay for our 911 maintenance.

**Attachments:**

1. Grant Application
2. Quotes from Vendors, Vendor Contract, Sole Source Form

**APPLICATION**

**E911 RURAL COUNTY GRANT  
PROGRAM**

**W Form 1A, incorporated by reference in Rule 60FF1-5.002, Florida  
Administrative Code, Rural County Grants  
E911 Rural County Grant Program Application,  
Revised 02/17/16**



## 1.0 Purpose

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide "seamless" E911 throughout the State of Florida.

## 2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the Florida Association of Counties' directory is eligible to apply for this grant program. Funding priorities are established in Addendum I.

## 3.0 Definitions

- A. Enhanced 911 (E911): As defined by subsection 365.172(3)(h), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.
- B. E911 Maintenance: Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.
- C. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- D. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- E. Public Safety Answering Point (PSAP): As defined by paragraph 365.172(3)(y), Florida Statutes, and as referenced in the State E911 Plan under section 365.171, Florida Statutes.

## 4.0 E911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	before June 30	before December 30
Implementation period	One year from the award notification letter date.	One year from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

## **5.0 General Conditions**

- 5.1 Applications must be delivered to the following address:  
State of Florida E911 Board  
ATTN: E911 Board Administrative Staff  
4030 Esplanade Way, Suite 135  
Tallahassee, FL 32399-0950  
Or [E911BoardElectronicGrantReports@dms.myflorida.com](mailto:E911BoardElectronicGrantReports@dms.myflorida.com)
- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 the associated quotes, and the E911 Board Form 6A, "County E911 Fiscal Information," included in E911 Board Rule 60FF1-5.006, Florida Administrative Code. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty and maintenance costs shall be calculated to account for only the first year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.
- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application. Include pricing justification in the sole source letter from the county's purchasing department.
- 5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I - Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.
- 5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.5.
- 5.11 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.12 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.13 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12. Budget/Expenditure Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Maintenance contract cost is not a capital expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

5.14 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.

5.15 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

## **6.0 Limitation on Use of Funds**

6.1 Only eligible expenses for E911 service listed in subsection 365.172(10), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.

6.2 Specifically excluded E911 expenses:

6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.

6.2.2 Wireline database costs from the local exchange carrier, vehicle expenses, outside plant fiber or copper cabling systems and building entrance build out costs, consoles, workstation furniture and aerial photography expenses will not be funded.

6.2.3 Wireline 911 analog trunks, administrative lines and circuits are not fundable. Recurring network and circuit costs will not be funded after the first year implementation period.

6.3 Funding limitations are specified on the following items:

6.3.1 Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.2 Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.

6.3.3 Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.

6.3.4 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed \$186.00.

## **7.0 Approval and Award**

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards.
- 7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.
- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.
- 7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form Item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.
- 7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

#### **8.0 Financial and Administrative Requirements**

- 8.1 Grant funds shall be provided on a cost reimbursement basis. Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Any interest generated shall be returned to the E911 Board.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. To assure prompt processing, complete reimbursement claims should be e-mailed to:

[E911Board-ElectronicGrantReports@dms.myflorida.com](mailto:E911Board-ElectronicGrantReports@dms.myflorida.com)

- 8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension. The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs and request payment or final reimbursement of funding past the expiration date.
- 8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.7 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
- 8.8 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.
- 8.9 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold grant payments pending grantee correction of the deficiency,
- Disapprove all or part of the cost of the activity or action not in compliance,
- Suspend or terminate the current award for the grantee's project,
- Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.10 Grant awards may be terminated in whole or in part by the Board, with the consent of the grantee, in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. Grant awards may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of all funding.
- 8.11 Grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:

- Florida E911 Board
- PO Box 7117
- Tallahassee, FL 32314

The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and/or returned interest and shall include the number of the associated grant.

## **9.0 Grant Reporting Procedures**

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
- 9.1.3 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.
- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
- 9.3.3 Request for Change forms and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.

- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.



County

Taylor County

**STATE OF FLORIDA E911 BOARD  
E911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: **\$45,448.48**

Project Title: **2021 Taylor County Maintenance Grant**

1. Board of County Commissioners Chair: Pam Feagle  
Mailing Address: PO Box 620  
City: Perry  
State: Florida Zip: 32347 -  
Phone: ( 850 ) 838-3500 Fax: 850-838-3501  
Email Address: katie.morrison@taylorsheriff.org
2. County 911 Coordinator: Katie Morrison  
Mailing Address: 108 N Jefferson St Ste 103  
City: Perry  
State: Florida Zip: 32347 -  
Phone: ( 850 ) 838-1104 Fax: 850-223-2049  
Email Address: \_\_\_\_\_
3. Federal Tax ID Number: 59-6000879

County Taylor County

**COUNTY INFORMATION**  
**USE 12 POINT FONT OR LEGIBLE HAND PRINTING**

4. County Fact Information

A. County Taylor County

B. Population 21,617

C. Total Number of Incoming Nonwireless Trunks 6/4 MFN

D. Total Number of Incoming Wireless Trunks 17

E. Number of PSAP's 1

F. Number of Call-taking Positions per PSAP 4

G. Total Volume of 911 Calls 14,067

H. What equipment is needed to maintain the Enhanced 911 system?

N/A

I. What equipment is requested in this grant application?

N/A

J. Financial Information:

1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?

\$46,499.27

2.) What are the current annual costs for maintenance of items included in 1.)?

\$59,300.84

3.) Total amount of E911 fee revenue received in the preceding year?

\$75,584.13

4.) Total amount of county carry forward funding retained in the preceding year?

\$22,536.80

5.) Current total amount of county carry forward funding?

\$257,168

6.) Two year maximum calculated amount for applied carry forward funding

Calculation (current year carry forward

funding amount based on General

Condition 5.13 multiplied by two)

\$45,350.48

7.) Minimum calculated amount for Applied Carry Forward Funding

Calculation (amount in J.5. subtracted by

amount in J.6.)

Insert in Item 12. Budget Expenditure Report

\$0.00

5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

**Taylor County is currently utilizing Solacom for our 4 position PSAP. We are Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 with an online database.**

6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

- **AK Maintenance (5/3/2021-5/2/2022)**  
Includes (labor only) maintenance service for 9-1-1 systems. Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. Remote diagnostics will be done immediately upon receipt of service problem. It also provides daily remote diagnostics during normal business days. If corrective action is needed, it will be performed remotely or by an on-site visit. Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of option 1-5 days). Engineering-Design of PSAP, Call Routing Database, Direct Trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. Project Management/ Consulting Services included for all new projects associated with PSAP management, design, and implementation. Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment, and upgrades of the existing 9-1-1 system.
- **Intrado Support (6/1/2021-5/31/2022)**  
MapSAG Annual Support and Maintenance, MapFlex Standalone System Support and Maintenance, MapFlex Server Support and Maintenance.
- **Solacom Support (10/2/2021-10/1/2022)**  
AntiVirus Management, Position Software Support, Guardian Hardware Support

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year.

**The funds requested will ensure that the equipment is maintained by properly trained technicians who have been working with the equipment, our equipment, for over a decade.**

8. Describe why your county will not be able to complete this project without this grant funding.

**Taylor County is a rural county with a population of under 22,000. Taylor County's rural nature and small population base make it difficult to generate enough funding to cover costs associated with maintaining a wireless phase II system. Taylor County is one of the state's REDI (Rural Economic Development Initiative) counties and also one designated "critical economic concern". Without the funding this grant would provide, wireless phase II operation at our center would be difficult to continue.**

9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.

**Taylor County currently has Enhanced 911 with wireless phase I and II services as defined by the State 911 Plan. In section 4.4 of the State E911 Plan coordinators are required to develop and maintain a plan to limit the impact of system failures and expedite restoration of E911 service. Our comprehensive equipment maintenance agreement currently in place addresses this requirement. It is our goal to continue reliable, uninterrupted 911 service to all of the residents, businesses, and visitors of Taylor County.**

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

**Taylor County is requesting these funds in advance for projects or coverage that are needed for 2021-2022. Upon approval of the grant, a budget request will be provided to the Board of County Commissioners. Once approval of the budget commences, a Purchase Order will be produced. Payment will be made immediately upon receipt of invoices received from the vendor; the project will be considered complete when all funds have been expended and the vendor has reported action on all items in the quote.**

11. Sole source justification (if applicable).

**This will be a sole source procurement to avoid voiding maintenance and warranty agreements.**

## 12. Budget/Expenditure Report


Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions (if any) in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County:	TAYLOR	Grant Number:		Report Date:	
---------	--------	---------------	--	--------------	--

For Grant Period Ending:	<input checked="" type="checkbox"/> March 31	<input type="checkbox"/> June 30	<input type="checkbox"/> September 30	<input type="checkbox"/> December 31	Year:	2021	FINAL	<input type="checkbox"/>
--------------------------	--	----------------------------------	---------------------------------------	--------------------------------------	-------	------	-------	--------------------------

Proposed Budget				USE FOR QUARTERLY REPORTS		
Line Item	Unit Price (\$)	Quantity	Total Cost (\$)		Revised Budget	Total Cumulative Expenditures (\$)
A. Systems (Hardware, Software, Equipment & Labor)						
	Total System Items					
B. Services (Training, Maintenance and Warranty Items)						
AK Elite Premier Maintenance	\$29,425.00	1	\$29,425.00			
Intrado Support	\$8,465.00	1	\$8,465.00			
Solacom Support	\$7,558.48	1	\$7,558.48			
	Total Service Items		3			
Less any Applied County Carry Forward or other Funding (if applicable)						
Grant Request Total			\$45,448.48			

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	
Total Interest for Grant Period	
Final Completion Date	

  
Signature, County 911 Coordinator

County

Taylor County

13. Assurances

**ACCEPTANCE OF TERMS AND CONDITIONS:** The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

**DISCLAIMER:** The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

**NOTIFICATION OF AWARDS:** The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

**MAINTENANCE OF IMPROVEMENT AND EXPANSION:** The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

\_\_\_\_\_  
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

## Appendix I

**NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).**

### AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunications as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

## Appendix II

## Request for Change

**Name of County:** \_\_\_\_\_

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>

Justification For Change:

\_\_\_\_\_  
 Signature of Authorized Official Date

\_\_\_\_\_  
 Signature of Authorized Official Date

For E911 Board use only.

Approved: Yes ☐ No ☐

\_\_\_\_\_  
E911 Board's Authorized Representative

\_\_\_\_\_  
Date

For E911 Board use only.

Approved: Yes ☐ No ☐

\_\_\_\_\_  
E911 Board's Authorized Representative

\_\_\_\_\_  
Date

For E911 Board use only.

Approved: Yes ☐ No ☐

\_\_\_\_\_  
E911 Board's Authorized Representative

\_\_\_\_\_  
Date

For E911 Board use only.

Approved: Yes ☐ No ☐

\_\_\_\_\_  
E911 Board's Authorized Representative

\_\_\_\_\_  
Date



**Appendix III**

**Quarterly Report**

County: \_\_\_\_\_

Grant Number: \_\_\_\_\_

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

**Project Status Update:**

**Problems/Delays:**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

# Appendix IV Financial Reimbursement of Expenditures Reporting Form

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

County:		Grant Number:		Request Number:		Request Date:	
---------	--	---------------	--	-----------------	--	---------------	--

Budget Categories						
Deliverable Items	Unit Price (\$)	Quantity	Total Amount (\$)		Previous Request Amount (\$)	Current Request Amount (\$)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (Training, Maintenance and Warranty Items)						
Grant Request Total						

Request payment of funding (if applicable) <input type="checkbox"/>
Justification of payment funding need:

\_\_\_\_\_  
Signature, County 911 Coordinator

## **Addendum I**

### **Funding Priorities for the E911 Rural County Grant Program**

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

**PRIORITY 1:** Rural counties with E911 Phase II Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

**PRIORITY 2:** Rural counties with E911 Phase II systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a: E911 System Maintenance (pertaining exclusively to items listed in Priorities 3a-h only)
- b: Hosted E911 System Service for subsequent years, after the first year.
- c: E911 Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

**PRIORITY 3:** Rural counties with E911 Phase II Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through h:

- a: Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b: Lightning Protection Equipment
- c: Uninterruptible Power Supply Equipment
- d: E911 Voice Recording Equipment
- e: County E911 Standalone ALI Database Equipment
- f: E911 Map Display Equipment
- g: New additional 911 Call Taker Position Equipment
- h: Net clock

**PRIORITY 4:** Rural counties with E911 Phase II Systems requesting consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

**PRIORITY 5:** Rural counties with E911 Phase II Systems that require mapping services necessary for maintaining E911 Phase II Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a: E911 Mapping System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- b: GIS Centerline, point generation and map accuracy services

Regional E911 system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes.

## County E911 Fiscal Information

Item No.	E911 Fee Revenue		
1	County	Taylor	Fiscal Year <span style="border: 1px solid black; padding: 2px;">2019/2020</span>
2	Wireless Fee Revenue	\$39,723.95	
3	Non-Wireless Fee Revenue	\$17,946.59	(LEC, Wireline, & VoIP)
4	Pre-Paid Fee Revenue	\$17,913.59	
5	Total Fee Revenue	\$75,584.13	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)
Item No.	E911 Allowable Expenditures		
6	Fee Revenue Expenditures	309,846.40	
Item No.	E911 Carry Forward & Excess Carry Forward		
9	Allowable Carry Forward	\$22,675.24	Maximum Allowable (30% of Item #5)
10	Actual Carry Forward	\$22,536.80	Limited by Para 365.173(2)(d), Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9
11	Excess Carry Forward Recovery	\$0.00	
Item No.	Contact Information		
12	Preparer's Name	Katie Morrison	
13	Preparer's Title / Position	911 Coordinator	
14	Telephone Number	850-838-1104	
15	Preparer's Email	katie.morrison@taylorsheriff.org	
16	Date	03/03/2021	
In accordance with Paragraph 365.173(2)(d) and 365.172(6)(a)3, Florida Statutes			
<b>County E911 Fiscal Information</b>		Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds & Excess Funding 04/2020	



We have prepared a quote for you

**Intrado Support**

Quote # 000540  
Version 1

Prepared for:

**Taylor County, FL**

Katie Morrison  
katie.morrison@taylorsheriff.org

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



#### MapSAG Support

Description	Price	Qty	Ext. Price
MS-SUP-SU <b>MapSAG Annual Support and Maintenance - Single User</b> MapSAG Annual Support and Maintenance - Single User	\$1,950.00	2	\$3,900.00
Dates of Support: 6/1/21 through 5/31/22			

Subtotal: **\$3,900.00**

#### MapFlex Support

Description	Price	Qty	Ext. Price
MF-SA-SUP <b>MapFlex Standalone System Support and Maintenance</b> MapFlex Standalone System Support and Maintenance	\$499.00	4	\$1,996.00
MF-SRV-SUP <b>MapFlex Server Support and Maintenance</b> MapFlex Server Support and Maintenance	\$2,569.00	1	\$2,569.00
Dates of Support: 9/25/21 through 9/24/22			

Subtotal: **\$4,565.00**

#### Payment Terms

Description	Qty
<b>Terms of Sale:</b> <ul style="list-style-type: none"><li>• Payment Terms are Net 30</li></ul>	

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## Intrado Support

**Prepared by:**

**AK Associates**

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

[bstankus@AKassociates911.com](mailto:bstankus@AKassociates911.com)

**Prepared for:**

**Taylor County, FL**

591 US Hwy 27 E

Perry, FL 32347

Katie Morrison

(850) 672-1976

[katie.morrison@taylorsheriff.org](mailto:katie.morrison@taylorsheriff.org)

**Quote Information:**

**Quote #: 000540**

Version: 1

Delivery Date: 02/23/2021

Expiration Date: 05/09/2021

## Quote Summary

Description	Amount
MapSAG Support	\$3,900.00
MapFlex Support	\$4,565.00
Total:	<b>\$8,465.00</b>

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.  
This quote null and voids any previous version.

**AK Associates**

**Taylor County, FL**

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

Name: Beth Stankus

Title: Manager of Accounting

Date: 02/23/2021

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

Name: Katie Morrison

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





We have prepared a quote for you

**AK Maintenance**

Quote # 000524  
Version 1

Prepared for:

**Taylor County, FL**

Katie Morrison  
katie.morrison@taylorsheriff.org

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## AK Maintenance

Description		Price	Qty	Ext. Price
AKEPMaint	<b>AK Elite Premier Maintenance</b> AK Elite Premier Maintenance - 5/3/21 through 5/2/22	\$29,425.00	1	\$29,425.00
<p>Includes (labor only) maintenance service for 9-1-1 systems. Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. Remote diagnostics will be done immediately upon receipt of service problem. It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit. Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 - 5 days). Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation. Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of equipment and upgrades of the existing 9-1-1 system.</p>				

Subtotal: **\$29,425.00**

## Payment Terms

Description	Qty
<b>Terms of Sale:</b> <ul style="list-style-type: none"><li>• Hardware and software will be invoiced upon shipment</li><li>• Services will be invoiced upon completion</li><li>• Payment Terms are Net 30</li></ul>	

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## AK Maintenance

Prepared by:

**AK Associates**

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

[bstankus@AKassociates911.com](mailto:bstankus@AKassociates911.com)

Prepared for:

**Taylor County, FL**

591 US Hwy 27 E

Perry, FL 32347

Katie Morrison

(850) 672-1976

[katie.morrison@taylorsheriff.org](mailto:katie.morrison@taylorsheriff.org)

Quote Information:

**Quote #: 000524**

Version: 1

Delivery Date: 01/28/2021

Expiration Date: 04/28/2021

## Quote Summary

Description	Amount
AK Maintenance	\$29,425.00
Total:	<b>\$29,425.00</b>

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.  
This quote null and voids any previous version.

AK Associates

Taylor County, FL

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

*Beth Stankus*

Name: Beth Stankus

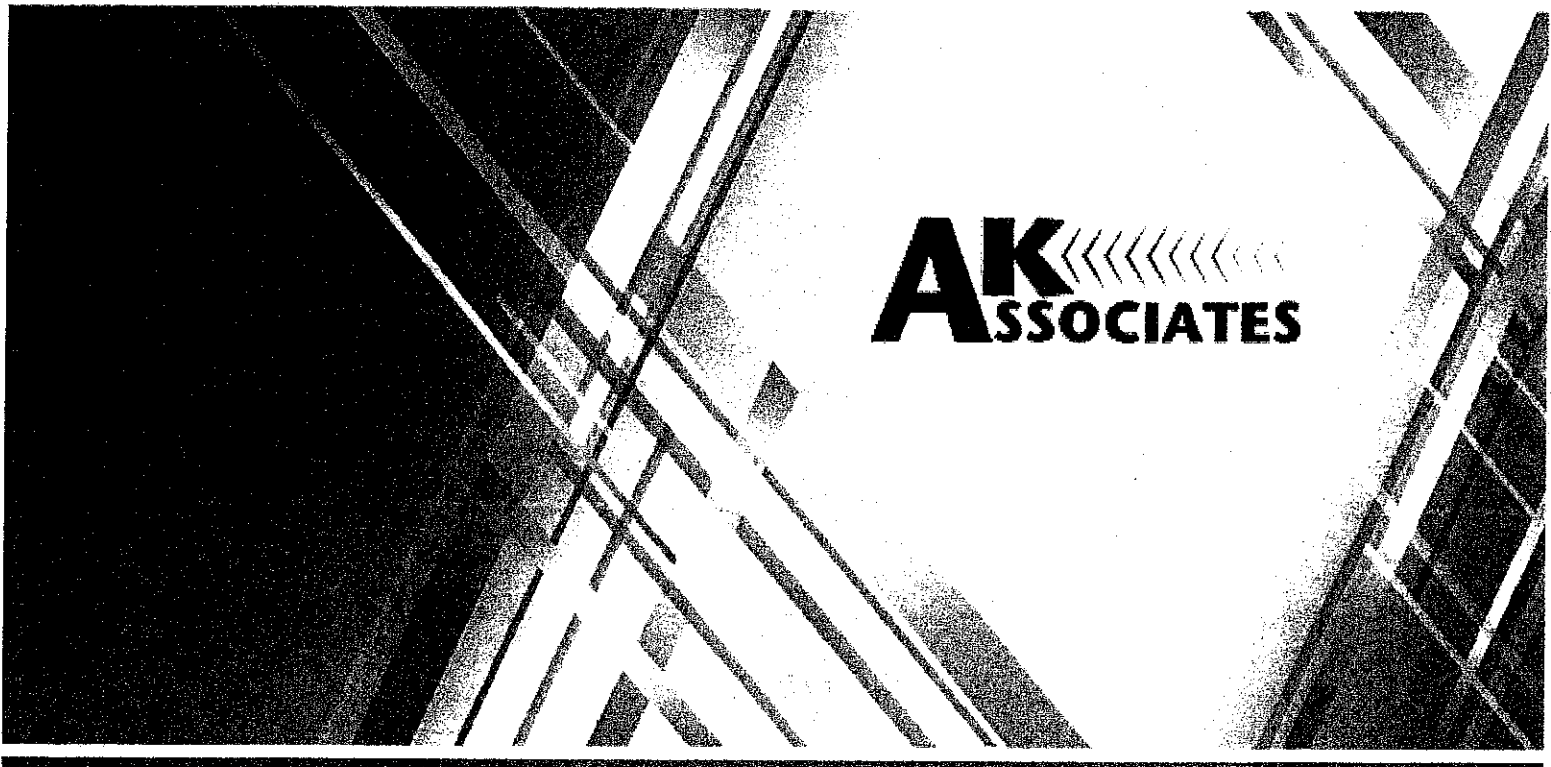
Title: Manager of Accounting

Date: 01/28/2021

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

Name: Katie Morrison

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



We have prepared a quote for you

**Solacom Support**

Quote # 000525  
Version 1

Prepared for:

**Taylor County, FL**

Katie Morrison  
katie.morrison@taylorsheriff.org

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## Solacom Support

Description	Price	Qty	Ext. Price
MT-SSGUARD-01 Position Software Support	\$1,300.00	4	\$5,200.00
MT-HSGUARD-04 Guardian Hardware Support <i>The Guardian hardware support program covers all hardware purchased from Solacom with the following exceptions: 1. Computers and servers are excluded, and are covered under manufacturer support for up to five (5) years. 2. Monitors, keyboards and mouse devices purchased with the initial computer order will carry the same support purchased for the associated computer or server. 3. Keyboards, mouse devices, headsets, and handsets are covered under the initial one (1) year warranty and are not eligible for extended support.</i>	\$1,758.48	1	\$1,758.48
SV-AVMgr-1yr AntiVirus Management/ Positions	\$150.00	4	\$600.00
Dates of Support: 10/2/21 through 10/1/22			

Subtotal: **\$7,558.48**

## Payment Terms

Description	Qty
Terms of Sale:	
• Payment Terms are Net 30	

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## Solacom Support

**Prepared by:**

**AK Associates**

Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
bstankus@AKassociates911.com

**Prepared for:**

**Taylor County, FL**

591 US Hwy 27 E  
Perry, FL 32347  
Katie Morrison  
(850) 672-1976  
katie.morrison@taylorsheriff.org

**Quote Information:**

**Quote #: 000525**

Version: 1  
Delivery Date: 01/28/2021  
Expiration Date: 04/28/2021

## Quote Summary

Description	Amount
Solacom Support	\$7,558.48
Total:	\$7,558.48

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.  
This quote null and voids any previous version.

**AK Associates**

**Taylor County, FL**

**Signature:**

A handwritten signature in cursive script that reads 'Beth Stankus'.

**Name:**

Beth Stankus

**Title:**

Manager of Accounting

**Date:**

01/28/2021

**Signature:**

**Name:**

Katie Morrison

**Date:**

## EXHIBIT D

### SOLE SOURCE CERTIFICATION

VENDOR NAME: AK Associates

Maintenance contract needed for uninterrupted service

COMMODITY: (General Description) of the Taylor County 911 system.

**INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.** Attach additional data or support documentation if necessary. (More than one entry will apply to most sole source products or services).

#### **SOLE SOURCE CERTIFICATION:**

1. ☐ Parts/equipment can only be obtained from original manufacturer - not available through distributors. (Items 3, 4, 5, or 6 must also be completed.)
2. ☐ Only authorized area distributor of the original manufacturer. (Items 3, 4, 5, or 6 must also be completed.)
3. ☐ Item/service owned by a private individual or corporation under trademark or patent.
4. ☐ Parts/equipment not interchangeable with similar parts of another manufacturer. (Explain Below)
5. ☐ This is the only known item/source that will meet the specialized needs of this department or perform the intended function. (Explain below.)
6. ☐ Parts/equipment are required from this vendor to provide standardization. (Explain Below.)
7. ☒ None of the above apply. Explanation for sole source request is detailed below.

**COMMENTS/EXPLANATION:** (Use reverse side if necessary.)

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity.

Signed:   
Department Head Signature

Department: E911

Approved: Katie Morrison  
Purchasing Agent

Date: 03/05/2021

## **CONTRACT ADMENDMENT FOR 911 SYSTEM MAINTENANCE**

**THIS AMENDED AGREEMENT** is made by and between Taylor County, 587 E US Highway 27 Perry, FL 32347 (hereinafter called "County") and Kraus Associates Inc., D/B/A, AK Associates, 326 Porta Rosa Circle, St Augustine, Florida 32092 (hereinafter called "Contractor").

**WHEREAS**, the Florida 911 Grant Program assists counties with the funds to purchase new Next Gen Enhanced 911 (E911) systems, and to provide "seamless" Enhanced 911 throughout the State of Florida; and

**WHEREAS**, in accordance with the E911 Rural County Grant, Taylor County approved AK Associates as the 1<sup>st</sup>-tier maintenance provider for the hardware and software associated with the "County" 911 system.

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

**Scope of Agreement to include:**

The "County" engages "Contractor" to provide installation and maintenance services of the County's 9-1-1 system, including the map display and log recorder and all associated software and hardware. The equipment manufacturers are responsible for the warranty and extended warranty of equipment and the "County" is responsible for the purchase of the equipment manufactures extended warranty and software maintenance.

The "Contractor", shall provide the following service:

- Provide first tier labor support at the Taylor County 9-1-1 PSAP(s), on the hardware, software associated with the 911 system sold by the "Contractor". All additional materials are the responsibility of the "County" and/or the equipment manufacture under warranty or extended warranty. The "Contractor" is not responsible for hardware or software, only the labor to maintain or install the hardware and software.
- Maintenance (labor only) will be performed by the "Contractor" for the "County" 911 system.
- On-going on-site training on equipment installed by the "Contractor" as needed at no additional cost to the "County".
- Response time for major outages is within two hours during the normal business day and four hours on evenings, weekends and holidays. Telephone diagnostics will be done immediately upon receipt of service problem.



- Labor to install all scheduled upgrades of all equipment installed by the "Contractor".
- Labor to upgrade or replacement of existing hardware or software with new hardware and software components from same or new equipment manufacture or software provider to the "County" 9-1-1 system. The "County" is responsibility for the hardware and software.
- Includes daily remote preventive maintenance during the normal business day. If a problem is discovered during remote maintenance it will be resolved either remotely or by a site visit. The telephone line used for remote diagnostics is the responsibility of the "County".
- Weekly on-site preventive maintenance.
- Project Management for all projects associated with the 911 system
- Installing additional hardware and software including additional 9-1-1 positions
- Relocation of any 9-1-1 equipment including software
- 9-1-1 system reconfigurations
- Selective router programming as required
- Direct *trunking and integration* to the 9-1-1 infrastructure
- Statistical report training
- On-site ALI DBMS system installation and maintenance (data input is the responsibility of the customer)
- Log Recorders

**On-site Technical Service Support** – one (1) day a week to provide on-site preventive maintenance service to be scheduled weekly Monday through Friday except for approved County (State) Holidays.

**Remote Technical Service Support** – 24 hour service performed by an AK Associate trained technician for all out of hours service problems. Response shall be within a maximum two hour time frame. AK Associates shall provide the "County" with a current escalation list, including an 800 number for all service requests.

**1. Terms of Agreement:**

This agreement is effective upon signing for a one (1) year periods and then it is automatically renewed. The Contractor shall continue to provide the "County" with AK Elite Premier Installation and Maintenance Service.

**2. Compensation to "Contractor":**

AK Elite Premier Installation and Maintenance Service

May 1, 2017 – April 30, 2018	\$28,707.00
May 1, 2018 – April 30, 2019	\$29,137.00

May 1, 2019 – April 30, 2020	\$29,574.00
May 1, 2020 – April 30, 2021	\$30,018.00
May 1, 2021 – April 30, 2022	\$30,468.00
May 1, 2022 – April 30, 2023	\$30,925.00

Frequentis Manufacturer Extended Warranty/Software Support

July 01, 2016 – June 30, 2017	\$14,145.00
July 01, 2017 – June 30, 2018	\$14,145.00
July 01, 2018 – June 30, 2019	\$14,145.00

Exacom Manufacturer Extended Warranty/Software Support

May 08, 2016 – May 07, 2017	\$3,386.00
May 08, 2017 – May 07, 2018	\$3,386.00
May 08, 2018 – May 07, 2019	\$3,386.00
May 08, 2019 – May 07, 2020	\$3,386.00

911 Datamaster DBMS Software Support

December 20, 2016 - December 19, 2017	\$5,670.00
December 20, 2017 - December 19, 2018	\$5,670.00
December 20, 2018 - December 19, 2019	\$5,670.00
December 20, 2019 - December 19, 2020	\$5,670.00

MapFLEX/Listener Display Software Support

June 1, 2016 – May 31, 2017	\$4,944.00
June 1, 2017 – November 30, 2017	\$2,478.75

MapSAG Map Generation 2nd Tier Support

June 1, 2016 – May 31, 2017	\$1,950.00
June 1, 2017 – May 31, 2018	\$1,950.00
June 1, 2018 – May 31, 2019	\$1,950.00

MapSAG LT Map Generation 2nd Tier Support

June 1, 2016 – May 31, 2017	\$1,950.00
June 1, 2017 – May 31, 2018	\$1,950.00
June 1, 2018 – May 31, 2019	\$1,950.00

*Note: The "Contractor" shall provide the "County" with an option to purchase manufactures extended warranty on a yearly basis. The "Contractor" shall provide a yearly quote to the County for submission to the Florida Rural Grant Program without placing an additional markup as long as the "County" is covered under AK Elite Premier Maintenance.*

3. **Expenses:**

All expenses for travel and labor are included in the yearly invoice amount for AK Elite Premier Maintenance Service Agreement between the "Contractor" and "County".

4. **Renewal of Contract:**

The agreement will be automatically renewed unless the "County" notifies the "Contractor" within 90 days of expiration. The rate shall not increase more than 3% per year and the "County" has the option to renew the contract for five years at a fixed rate.

5. **Termination:** The "County" shall have right to terminate the agreement prior to the expiration date if the "County" provides the "Contractor" a written notification of termination within sixty (60) of expiration by registered mail, in the event "Contractor" fails to perform or observe any covenant or obligation set forth in the this agreement and "Contractor" has failed to cure within said time or the failure is one which cannot be cured within that time and the "Contractor" has failed to take reasonable steps toward said cure within thirty (30) days of notice from the "County" unless the failure is due to the equipment manufacturer and is out of the control of the "Contractor".

6. **Venue and Law** - This Contract shall be governed by laws of the State of Florida and any venue of litigation of this Contract shall solely be in Taylor County.

AGREED AND SIGNED THIS 18th ~~August~~ <sup>July</sup> DAY OF JULY 2017

AK ASSOCIATES  
(CONTRACTOR)

BY: James M. Robinson  
James Robinson, Account Manager

TAYLOR COUNTY BOCC  
(COUNTY)

By: [Signature]  
Pam Feagle, Chairperson

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



**2020 Fall Grant Request For Reimbursement From State**

**Meeting Date:**

**March 16<sup>th</sup>, 2021**

**Statement of Issue:** Documentation for State of FL agreeing to all terms of Grant Requirements  
in order to request reimbursement from the 2020 Fall Maintenance E911 Grant.

**Recommendation:** Approve the application

**Fiscal Impact:** \$ 10,321.20 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** Katie Morrison/ 911 Coordinator

**Contact:** 850-838-1104 or katie.morrison@taylorsheriff.org

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Beginning in 2020 the Department of Management Services changed  
the procedure in which they reimburse counties for Rural and State Grants. The changes made now  
require the Board of County Commissioners to sign off and agree to the terms of accepting the funds  
awarded.

**Options:** 1. Sign Terms & Conditions

2. Do not sign Terms & Conditions

**Attachments:** 1. Agreement, Quotes, Purchase Orders, Invoices, and copies of cleared checks.

2.

## **Florida Federal NG911 Grant Agreement Summary**

### **Background**

In September of 2019, the State of Florida received notification that its Federal Grant Application for an NG911 Grant administered by the National Telecommunications Industry Association and Federal Department of Transportation was approved. This grant award in the amount of \$6,314,348.00, requires the State of Florida and subsequent county and tribal recipients of these funds to comply with certain rules and requirements established by the awarding agencies.

The State of Florida, Department of Management Services is the designated grant manager for this federal grant award. One of the requirements that this grant stipulates includes the necessity of the state to provide 40% matching funds as part of the grant program. The state and the E911 Board have agreed to utilize E911 Trust Fund monies and established state grant awards provided by the E911 Board to meet this matching funds requirement.

Additional terms and conditions required by the federal grant are included in the grant agreement document, which needs to be signed by an authorized official of the sub-recipient (generally a county or tribal organization).

### **Overview of Grant Requirements**

If an E911 Board grant award will be utilized to comply with the Federal Grant (either federal funds or matching state funds), the sub-recipient will receive such notification in the award letter.

The agreement document outlines all necessary components of compliance with the Federal NG911 Grant program, and we have incorporated existing state grant requirements that have been in effect, but, that we have not previously required in a signed agreement with sub-recipients.

It is the Department's intent that these grant agreements not impose any unnecessary obligations on the counties and tribal organizations, rather the agreements will memorialize in writing existing processes and procedures for reimbursement while ensuring compliance with all applicable state and the new Federal NG911 Grant rules and laws.

Since we have a short window for the expenditure of the NG911 Grant program funds, it is important to execute the grant award agreement document as soon as possible. These identified NG911 projects must be completed by March 31, 2022.

If you have any questions regarding the grant agreement, please contact the Florida State E-911 Coordinator, Leon Simmonds, at [leon.simmonds@dms.fl.gov](mailto:leon.simmonds@dms.fl.gov) or (850) 921-0041.



Florida E911 Board  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-0950  
Tel: 850-922-7451  
Fax: 850-488-9837

October 16, 2020

Taylor County Board of County Commissioners  
ATTN: Finance & Accounting  
P.O. Box 620  
Perry, FL 32348

FEID #: 59-6000879

Subject: Fall 2020 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county.

Please see the attached grant award agreement for details regarding applicable funding rules for the NG-911 Federal grant program that your grant award may requires.

The following provides details concerning the Fall 2020 grant(s) to Taylor County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
20-10-17	72.001	\$10,321.20	\$10,321.20		
			\$10,321.20	E911 System and Backup Power Generator Maintenance	No Association
Total Grant Awards:			\$10,321.20		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

[http://www.leg.state.fl.us/STATUTES/index.cfm?App\\_mode=Display\\_StatuteSearch\\_String=URL=0200-0299/0215/Sections/0215.97.html](http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html)

*Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.*

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon • Mathew E. Matney  
Christie A. Pontis • Casey E. Reed • Brad Swanson

Fall 2020 Rural County - Reimbursement Grant Program  
Page Two

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:  
  
F42DFD5AF5C945D...

Matthew Matney, Chief  
Bureau of Public Safety - E911

MM/KR

cc: Taylor County 911 Coordinator

## **Additional Terms and Conditions for Rural and State Grant**

The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the E911 State Grant Program (hereinafter the "Application"), and the Grantee's award letter.

### **1. GENERAL TERMS AND CONDITIONS**

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
  - 1.1.1. this document;
  - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
  - 1.1.3. the Grantee's award letter; and
  - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins upon award (made at the E911 Board meeting on October 15, 2020) and ends on October 17, 2021.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
  - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
  - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
  - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

### **2. AUTHORITY**



The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

### 3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

### 4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to complete one year 911 system and backup power generator maintenance		
Performance Standard	Documentation	Financial Consequences
Perform all work to complete one year 911 system and backup power generator maintenance in accordance with the Grantee's contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be amended to attach this contract once obtained by the Grantee].	<ol style="list-style-type: none"> <li>1) Reimbursement claim in accordance with Section 15, below.</li> <li>2) The Grantee shall submit copies of: <ol style="list-style-type: none"> <li>a. Any contracts or purchase orders with vendors;</li> <li>b. Vendor invoices;</li> <li>c. Proof of payment to vendors; and</li> <li>d. Proof of receipt of deliverables.</li> </ol> </li> </ol>	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none"> <li>1. Temporarily withhold cash payments pending correction of the deficiency by Grantee;</li> <li>2. Disallow all or part of the cost of the activity or action not in compliance;</li> <li>3. Wholly or partly suspend or terminate the current award for the Grantee;</li> <li>4. Suspend or deny future grant awards; or</li> <li>5. Take other remedies that may be legally available.</li> </ol> <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$10,321.20		

## 5. CONTACTS

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

**Leon Simmonds, State 911 Coordinator**  
**2555 Shumard Oak Blvd Suite 260**  
**Tallahassee, FL 32399**

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

**The County 911 Coordinator, named in the Application.**

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

## 6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

## **7. RECORDS**

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).

## **8. PUBLIC RECORDS**

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

## **9. LIABILITY**

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

## **10. EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

## **11. REMEDIES**

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
  - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

## **12. TERMINATION**

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
  - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
  - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

## **13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS**

- 13.1 The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.2 With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3 The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement for which the State Legislature is in any part a funding source shall contain language requiring the contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement; (ii) be bound by all applicable state and federal laws and regulations; and (iii) hold the Department and Grantee harmless against all claims of whatever nature arising out of the performance of work under this Agreement to the extent allowed and required by law.

## **14. MANDATED CONDITIONS**

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.

- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

## **15. MISCELLANEOUS**

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

**Grantee**

\_\_\_\_\_  
Signature - Chair, Board of County Commissioners or County Manager

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

\_\_\_\_\_  
Printed Name

**Grantor**

\_\_\_\_\_  
Department of Management Services

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

\_\_\_\_\_  
Printed Name

**APPLICABLE STATUTES AND REGULATIONS**

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

**General Requirements**

<b>Florida Statutes (F.S.)</b>	
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty	
§ 20.055, F.S. - Agency inspectors general	
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>	
<i>Chapter 119, F.S. - Public Records</i>	
§ 215.34, F.S. - State funds; noncollectible items; procedure	
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance	
§ 215.97, F.S. - Florida Single Audit Act	
§ 215.971, F.S. - Agreements funded with federal or state assistance	
§ 216.301, F.S. - Appropriations; undisbursed balances	
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited	
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis	
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay	
§ 273.02, F.S. - Record and inventory of certain property	
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities	
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities	
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies	
<i>Chapter 443, F.S. - Reemployment Assistance</i>	
§ 501.171, F.S. - Security of confidential personal information	
<b>Florida Administrative Code (F.A.C.)</b>	
<i>Rule Chapter 69I-5 - State Financial Assistance</i>	
<b>Memoranda</b>	
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements	
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements	

#### State E911 Plan and E911 Board Statutes and Rules

<b>Florida Statutes</b>	
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>	
<b>Florida Administrative Code</b>	
<i>Rule Chapter 60FF-6 - State E911 Plan</i>	
<i>Rule Chapter 60FF1-5 - E911 Board</i>	

Grant Number: 20-10-17		Grant Award Date: 10/15/2020	
Catalog of State Financial Assistance number: 72.001		Catalog of State Financial Assistance title: Wireless 911 Emergency Telephone System Rural County Grant Program	



--	--

**Attachment 1**  
**AUDIT REQUIREMENTS**  
**FOR AWARDS OF STATE AND FEDERAL**  
**FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

---

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 Grantee resources obtained from other than federal entities).

**Part II: State Funded**

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of

Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

### **Part III: Other Audit Requirements**

N/A

### **Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred):

E911BoardElectronicGrantReports@dms.myflorida.com

or

Paper (hard copy):

The Department of Management Services

E911 Board

2555 Shumard Oak Blvd.

Tallahassee FL, 32399

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

#### **Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

## **EXHIBIT 1**

### **Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

### **Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

### **State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:**

#### **Matching Resources for Federal Programs:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

### **Subject to Section 215.97, F.S.:**

1. State Project A:

Federal/State Project: one year 911 system and backup power generator maintenance  
Federal/State Awarding Agency: State of Florida, Department of Management Services  
Catalog of State Financial Assistance Title and Number: 72.001  
Amount: \$10,321.20

2. State Project B:

N/A

### **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement 20-10-17 between the Grantee and the Department, entered in State Fiscal Year 2020-2021



Powering Business Worldwide

Eaton UPS Service Contract Renewal 41172  
Quote Date: 8/25/2020

Doug McAllister, Eaton Authorized Representative  
Florida Critical Power, LLC  
3016 Third Street, Suite 202  
Jacksonville Beach, FL 32250  
813-968-7013  
Email: DougMcAllister@FloridaCriticalPower.com

**Prepared For:**

Bill to: Katie Morrison, Taylor County 911 Coordinator/TAC  
Billing Company: Taylor County - BOCC  
PO Box 620  
Perry, FL 32348  
850-838-1104 office 850-672-1976 cell  
Email: katie.morrison@taylorsheriff.org

**For Covered Equipment at Site:**

Site Contact: Katie Morrison, Taylor County 911 Coordinator/TAC  
Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.  
591 E Highway 27  
Perry, FL 32347  
850-838-1104 office 850-672-1976 cell  
Email: katie.morrison@taylorsheriff.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

**Quantity 1, Eaton 9390-IT (40), UPS Service Contract Renewal**

Coverage Start Date: 3/15/2021 Coverage End Date: 3/14/2022 Term: 1 Year

**Flex: 8 Hr Rsp, 7x24 Cvg Only**

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- 1x per term: UPS Preventive Maintenance, After Hours (7x24)
- 1x per term: Sealed Battery Preventive Maintenance, Any Time
- EOSL Status Active

Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10

Site Location	Model	Serial Number	Quantity
Taylor County 911 Center	9390-IT (40)	EF342CAB03	1
Subtotal:			1

Grand Total Price: \$4,896.00

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. If including a PO, please make to **EATON CORPORATION**
- Please return to [DOUGMCALLISTER@FLORIDACRITICALPOWER.COM](mailto:DOUGMCALLISTER@FLORIDACRITICALPOWER.COM) for processing.

Accepted By:	Name	Title	Date	Purchase Order Number
Print Name:				

**Did you know?** Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at [Eaton.com/UPSservices](http://Eaton.com/UPSservices)



We have prepared a quote for you

**911 Datamaster ALI/DBMS Support**

Quote # 000420  
Version 1

Prepared for:

**Taylor County, FL**

Katie Morrison  
katie.morrison@taylorsheriff.org

7 Independence Avenue  
Derry, NH 03038  
<http://www.akassociates911.com/>  
(603) 432-5755



## 911 Datamaster Support

Description	Price	Qty	Ext. Price
911DM-SUP1Y <b>911 Datamaster Support (1YR)</b> <i>Dates of Support: 1/1/21 through 12/31/21</i>	\$5,670.00	1	\$5,670.00

Subtotal: **\$5,670.00**

## Payment Terms

Description	Qty
<b>Terms of Sale:</b> <ul style="list-style-type: none"><li>• <b>Payment Terms are Net 30</b></li></ul>	



7 Independence Avenue  
Derry, NH 03038  
<http://www.akassociates911.com/>  
(603) 432-5755



## 911 Datamaster ALI/DBMS Support

Prepared by:

**AK Associates**

Beth Stankus  
(603) 432-5755 x.283  
Fax (603) 432-0900  
[bstankus@AKassociates911.com](mailto:bstankus@AKassociates911.com)

Prepared for:

**Taylor County, FL**

591 US Hwy 27 E  
Perry, FL 32347  
Katie Morrison  
(850) 672-1976  
[katie.morrison@taylorsheriff.org](mailto:katie.morrison@taylorsheriff.org)

Quote Information:

**Quote #: 000420**

Version: 1

Delivery Date: 08/19/2020

Expiration Date: 11/17/2020

## Quote Summary

Description	Amount
911 Datamaster Support	\$5,670.00
Total:	<b>\$5,670.00</b>

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

AK Associates

Taylor County, FL

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

Name: Beth Stankus

Title: Manager of Accounting

Date: 08/19/2020

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

Name: Katie Morrison

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

**TAYLOR COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
PO BOX 620  
PERRY, FL 32348

**PURCHASE ORDER NO. 20210430**

PAGE NO. 1

Submit original invoice to the above address

VENDOR 5578  
AK ASSOCIATES, INC.  
7 INDEPENDENCE AVENUE  
DERRY NH 03038

SHIP TO  
EMERGENCY MANAGEMENT  
591 EAST US HIGHWAY 27  
PERRY, FL. 32347

ATTN:  
purchasing@taylorcountygov.com

ORDER DATE: 12/15/20		BUYER: KATIE MORRISON		REQ. NO.: R2100472	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: RURAL GRANT E911 MAINTENA	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		active contract 911 DATAMASTER ALI/DBMS SUPPORT	5670.0000	5,670.00
				Okay to Pay 12/15/20	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$ 5,670.00
01	0255	54630	5,670.00		TOTAL \$ 5,670.00

APPROVED BY

*Lelwanda Pemberton*  
COUNTY ADMINISTRATOR

*Sarah Weirick*

DIRECTOR OF PURCHASING

**TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS**  
PO BOX 620  
PERRY, FL 32348

**PURCHASE ORDER NO. 20210432**

PAGE NO. 1

Submit original invoice to the above address

VENDOR 6179 FAX: 800-228-1899  
EATON CORPORATION  
1000 CHERRINGTON PARKWAY  
MOON TOWNSHIP PA 15108

SHIP TO EMERGENCY MANAGEMENT  
591 EAST US HIGHWAY 27  
PERRY, FL. 32347

ATTN:  
purchasing@taylorcountygov.com

ORDER DATE: 12/15/20		BUYER: KATIE MORRISON		REQ. NO.: R2100473	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: RURAL GRANT E911 MAINTENA	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		EATON UPS SERVICE CONTRACT RENEWAL	4651.2000	4,651.20
02	1.00		EATON UPS BACKUP SUPPLY NOT COVERED BY GRANT	244.8000	244.80
<p>Okay to pay KMM 12/15/20</p>					
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$
01	0255	54630	4,651.20		4,896.00
02	0237	54630	244.80		TOTAL \$ 4,896.00

APPROVED BY

*Leland Pemberton*  
COUNTY ADMINISTRATOR

*Sarah Winick*

DIRECTOR OF PURCHASING



AK Associates  
PO Box 2880  
Concord, NH 03302  
(603) 432-5755

Bill To:
Taylor County, FL Attn: Katie Morrison 591 US Hwy 27 E Perry, FL 32347 United States

Date	Invoice
12/01/2020	9680-FL
Account	
Taylor County, FL	

Terms	Due Date	PO Number	Reference	
Net 30 days	12/31/2020		AK Quote #: 420 v 1	
Dates of Support: 1/1/21 through 12/31/21				

Products & Other Charges	Quantity	Price	Amount
<u>Billable Products &amp; Other Charges</u>			
911DM-SUP1Y: 911 Datamaster Support (1YR)	1.00	\$5,670.00	\$5,670.00
<b>Total Products &amp; Other Charges:</b>			<b>\$5,670.00</b>
Make checks payable to AK Associates or Kraus Associates, Inc.	<b>Invoice Subtotal:</b>		\$5,670.00
	<b>Sales Tax:</b>		\$0.00
	<b>Invoice Total:</b>		<b>\$5,670.00</b>
	<b>Payments:</b>		\$0.00
	<b>Credits:</b>		\$0.00
	<b>Balance Due:</b>		<b>\$5,670.00</b>

Email bstankus@akassociates911.com for all billing inquiries.

Thank you for your continued business!

**\*\*Our mailing address has changed! Please note the new address at the top of the invoice.\*\***



Powering Business Worldwide

Power Quality US UPS Services  
8380 Capital Blvd. Docks 8-10  
Raleigh, NC 27616  
Contact: PROSSER, NANCY  
Tel No:  
Email: NancyProsser@eaton.com

# Original Invoice

Page 2 of 2

Invoice No.  
942174143

Item No.	Material Number	Quantity Ordered	Back Order	Quantity Shipped	UOM	Price	Value
----------	-----------------	------------------	------------	------------------	-----	-------	-------

Cust Catalog Number and Description  
Itm# Customer Material Number

000020	0005NXXX	1.000	1.000		YR	1,505.60	1,505.60
2 0005NXXX 9390UPS40 kVA208V I/O 60Hz ECCN-EAR99 Item Desc: 9390UPS40 kVA208V I/O 60Hz Serial Number: EF342CAB03 Contract Type: Preventive Maintenance Visit Contract Period: 03/15/2021 - 03/14/2022 Billing Period: 03/15/2021 - 03/14/2022 TAYLOR COUNTY (FLORIDA) 591 HWY 27 E PERRY, FL 32348							
000030	0005NS	1.000	1.000		YR	925.24	925.24
3 0005NS BATTERY CABINET ECCN-EAR99 Item Desc: BATTERY CABINET Serial Number: EF342CAB03BATT Contract Type: Sealed Battery Preventive Maintenance, Any Time Contract Period: 03/15/2021 - 03/14/2022 Billing Period: 03/15/2021 - 03/14/2022 TAYLOR COUNTY (FLORIDA) 591 HWY 27 E PERRY, FL 32348							
Contract Number: 41172, Version: 0.12							

Invoice Amount in USD Up to 02/13/2021 without deduction	4,896.00
--	----------

Conditions:

Payment: Net 30 Days

END OF INVOICE

01/14/2021 22:02:23

3/4/2021



**TAYLOR COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. BOX 620  
PERRY, FL 32348  
GENERAL FUND

CHECK DATE  
**01/20/21**

CHECK NO.  
**64559**

CAPITAL CITY BANK  
PERRY, FL 32347

645591

AMOUNT

**\$\*\*\*\*\*5,670.00\***

VOID AFTER 180 DAYS  
GENERAL FUND

**PAY THE SUM OF \*\*\*\*\*5670\* DOLLARS AND \*NO\* CENTS**

TO THE  
ORDER  
OF

**AK ASSOCIATES, INC.**  
**7 INDEPENDENCE AVENUE**  
**DERRY NH 03038**

*James D. Dant*  
CHAIR  
*Gary K. Knepper*  
CLERK

⑈64559⑈

⑈063100688⑈ ⑈10000570936⑈

ITEM # 80766

Security Features:	Results of document alterations:
Portrait Icon	Alerts handler the document contains security features.
VOID Paragraph	This area of this document contains a colored check background. The word "VOID" appears if copied or scanned.
Microprint	Small type in check box, set at back, signature areas, readable with a magnifying lens, appears as dots if copied or scanned.
Security Screen	Absence of "Original Document" watermark on back of check.
Artificial Watermark	Artificial watermark not visible on back of check when held at 45° angle.

\* FEDERAL RESERVE BOARD OF GOVERNORS REG CC \*

181015079728 111039 20210302 000000010000570936  
TRN\_DEBIT KCARLS3 5670.00  
Concord Steeplegate 0081 92002 1810 0005 0064

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE:  
*For deposit only*  
**8200097437**

Amount: \$-5,670.00  
Statement Description: Check  
Check Number: 64559  
Posted Date: 3/3/2021  
Type: Debit  
Status: Pending

Printed on 100% Recycled Paper with Soy-Based Inks

3/4/2021



**TAYLOR COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. BOX 620  
PERRY, FL 32348  
GENERAL FUND

CHECK DATE  
02/02/21

CHECK NO.  
64659

CAPITAL CITY BANK  
PERRY, FL 32347

AMOUNT

\$\*\*\*\*\*4,896.00\*

VOID AFTER 180 DAYS  
GENERAL FUND

PAY THE SUM OF \*\*\*\*\*4896\* DOLLARS AND \*NO\* CENTS

TO THE  
ORDER  
OF

EATON CORPORATION  
29085 NETWORK PLACE  
CHICAGO IL 60673-1290

*Thomas D. ...*  
CHAIR  
*Gary ...*  
CLERK

⑈64659⑈

⑆063100688⑆ 10000570936⑈

⑈0000489600⑈

ITEM # 80766

Security Features:	Results of document alteration:
VOID Penetration	VOID Penetration
Microprint	Microprint
Security Screen	Security Screen
Artificial Watermark	Artificial Watermark

ENDORSE HERE:

☐ CHECK HERE IF MOBILE DEPOSIT

JPMORGANCHASE BK NA CR TO NMD  
020821 >074809982 PAYEE ALL  
38871788 002908 RTS RSVD  
00851033 001 0000000880309488

Amount: \$4,896.00  
Statement Description: Check  
Check Number: 64659  
Posted Date: 2/9/2021  
Type: Debit  
Status: Posted



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



**Request for BOCC Approval of Amendment #2 to Cooperative Agreement 69A36519500410INFFL for the Taylor County, Florida Competitiveness and Employment By Rail Project (CEBYR).**

**MEETING DATE REQUESTED:**

Tuesday, March 16, 2021

**Statement of Issue: Board Approval of Amendment #2 to CEBYR Award Agreement**

**Recommended Action: Vote to Approve**

**Fiscal Impact: None**

**Budgeted Expense: None**

**Submitted By: Heather Pullen, Grant Administrator, Langton Associates, Inc.**

**Contact: LaWanda Pemberton, County Administrator**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### **History, Facts & Issues:**

In December 7, 2020 the Taylor County BOCC voted to approve and executed a Grant Adjustment Form for the development of Amendment #2 to the Taylor County CEBYR Project. This Amendment is revising the original Construction scope to add the re-decking of three (3) bridge structures and upgrading signal controllers at three (3) grade crossing locations. The Cooperative Agreement performance period is being extended from March 17, 2021 to June 30, 2021 to accommodate the new Construction timeline. The budget was amended to move \$25,000 from the Contingency line item to Project Management to allow for the extension of Grant Administration Services, provided by Langton Associates, Inc., through closeout of the amended Cooperative Agreement, which is anticipated to be August 2021.

**Options: N/A**

**Attachments: Amendment #2 to Cooperative Agreement 69A36519500410INFFL**





U.S Department of Transportation

Federal Railroad Administration

## Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS County of Taylor 201 E Green St Perry, FL 32347-2737		2. AGREEMENT NUMBER: 69A36519500410INFFL		3. AMENDMENT NO. 2		
		4. PROJECT PERFORMANCE PERIOD: FROM 04/01/2019 TO 06/30/2021				
		5. FEDERAL FUNDING PERIOD: FROM 04/01/2019 TO 06/30/2021				
1A. IRS/VENDOR NO. 596000879		6. ACTION Extension with/without Funds				
1B. DUNS NO. 065887796						
7. CFDA#: 20.314		TITLE		FEDERAL	NON-FEDERAL	TOTAL
8. PROJECT TITLE Taylor County, Florida Competitiveness and Employment By Rail Project		9. PREVIOUS AGREEMENTS		8,671,513.50	8,671,513.50	17,343,027.00
		10. THIS AGREEMENT		0.00	0.00	0.00
		11. TOTAL AGREEMENT		8,671,513.50	8,671,513.50	17,343,027.00
12. INCORPORATED ATTACHMENTS THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:  Amended Terms and Conditions. Attachment I						
13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT Nationally Significant Freight and Highway Projects - 23 U.S.C. 117						
14. REMARKS						
GRANTEE ACCEPTANCE				AGENCY APPROVAL		
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL				17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL		
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL		16A. DATE	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL		18A. DATE	
AGENCY USE ONLY						
19. OBJECT CLASS CODE: 41010				20. ORGANIZATION CODE: 9015000000		
21. ACCOUNTING CLASSIFICATION CODES						
DOCUMENT NUMBER		FUND	BY	BPAC	AMOUNT	
FR-INF-0004-19-01-00		27X8083000	2019	3120170001	0.00	

## AWARD ATTACHMENTS

County of Taylor

69A36519500410INFFL

---

1. Amended Terms and Conditions, Attachment 1

## Attachment 1 to Amendment No. 2

In this second Amendment (Amendment) to the Cooperative Agreement (69A36519500410INFFL) of May 5, 2019 (Agreement or Notice of Grant Award), as amended on February 21, 2020, the Federal Railroad Administration (FRA) and the County of Taylor (County or Grantee), intending to be legally bound, agree to amend the Agreement as follows:

1. In the Notice of Grant Award cover sheet, section 4 (Project Performance Period), the end date of March 17, 2021 is deleted, and the end date of June 30, 2021 is substituted therefor.
2. In the Notice of Grant Award cover sheet, section 5 (Federal Funding Period), the end date of March 17, 2021 is deleted, and the end date of June 30, 2021 is substituted therefor.
3. In Attachment 1, Fastlane Terms and Conditions; Part IV, **Governing Laws and Regulations**, is amended to include the following:
  - e. **Trafficking in Persons:** Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g));
    - a. Provisions applicable to a recipient that is a private entity.
      - i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
        - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
        - ii. Procure a commercial sex act during the period of time that the award is in effect; or
        - iii. Use forced labor in the performance of the award or subawards under the award.
      - ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
        - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
        - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
          - a) Associated with performance under this award; or
          - b) Imputed to you or the subrecipient using the standards and due

process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 1200.

- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  - 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - a) Associated with performance under this award; or
    - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 1200.
- c. Provisions applicable to any recipient.
  - 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - 2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - 3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
  - 1) "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

(a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

(b) A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

5) "Recipient" and "subrecipient" include for-profit entities for the purpose of this award term only.

**f. Prohibition on Certain Telecommunications and Video Surveillance**

**Services or Equipment:** Grant, cooperative agreement, and loan recipients are prohibited from using government funds to enter into subawards or contracts (or extend or renew subawards or contracts) with entities that use covered technology. See section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, 132 Stat. 1636, 1917 (Aug. 13, 2018).

4. Attachment 2, **Statement of Work**, is deleted in its entirety and replaced with the following:

## **Attachment 2**

### **STATEMENT OF WORK**

#### **Taylor County, Florida**

#### **Taylor County, Florida Competitiveness and Employment by Rail Project**

#### **Nationally Significant Freight and Highway Projects (FASTLANE Grants) program for Fiscal Year 2017**

##### **1.0 AUTHORITY**

<b>Authorization</b>	Nationally Significant Freight and Highway Projects (NSFHP) program, FAST Act, Section 1105, Public Law 114-94/23 U.S.C. 117
<b>Funding Authority/Appropriation</b>	Contract authority, FAST Act, Section 1101(a)(5)(B), Public Law 114-94
<b>Notice of Funding Opportunity (NOFO)</b>	Notice of Funding Opportunity for the Department of Transportation's Nationally Significant Freight and Highway Projects (FASTLANE Grants) for Fiscal Year 2017, 81 FR 76688 (November 3, 2016).

##### **2.0 BACKGROUND**

This Agreement between the Federal Railroad Administration (FRA) and Taylor County, Florida (Grantee) provides \$8,671,513.50, which, when combined with \$8,671,513.50 in matching funds, will fund the final design and construction of approximately 81 miles worth of track and bridge improvements between Foley, Florida and Adel, Georgia, raising the class of track to Class 2 (Project). With these improvements, the Georgia & Florida Railway (GFRR) will be able to haul 286,000 lb. rail cars at 25 miles per hour (mph).

Current GFRR speeds are limited to only 10 mph at FRA excepted status. This inefficient operation places the County at a competitive disadvantage. GFRR's biggest customer is the Foley Cellulose Mill. The mill provides 20% of the County's gross domestic product. The viability of the mill is threatened by the inadequate rail service, which is vital to move commodities like pulp, chemicals, and wood chips. Without rail repairs and upgrades, the future economic outlook of the mill—and the 600 skilled workers that this mill employs—will suffer in a competitive international market.

All necessary National Environmental Protection Agency (NEPA) requirements have been completed. A Categorical Exclusion (CE) for the Project was approved by FRA on October 22, 2018.

### **3.0 GENERAL OBJECTIVE**

The objective of the Project is to provide adequate freight rail service to customers along the Adel-Foley line. The GFRR cannot provide adequate freight rail service along the 81 miles of line between Adel, GA and the Foley Cellulose Mill because train speeds are limited to 10 mph. The current track conditions require a two-day round trip from Adel to Foley, which increases costs and limits asset productivity. This, in turn, prompts car owners to limit equipment availability. As a result, freight moves by truck instead of rail.

The Project will make track and bridge improvements over approximately 81 miles on the GFRR line between Foley, FL and Adel, GA, raising the class of track to Class 2. Once complete, the GFRR will be able to haul 286,000 lb. rail cars at speeds up to 25 mph, which will allow one train crew to complete the run from Adel to Foley and back in one shift without exceeding the federal hours of service limits and provide for expedited return of rail cars.

The Grantee will complete the following improvements:

- Replace approximately 109,000 railroad ties;
- Replace approximately 11,800 linear feet of rail;
- Add approximately 11,500 tons of ballast;
- Repairs to 16 bridges;
- Replace in-kind 135 existing highway-grade crossing surfaces, retime 19 highway-grade crossing track circuits for FRA Class 2 train speeds, upgrade controllers at three locations, and update signage to comply with federal requirements.

## 4.0 PROJECT LOCATION

The Project will take place entirely within the existing right-of-way of the GFRR between Adel, GA and the end of the line at the Foley Cellulose Mill in Foley, FL. A map of this alignment is shown in Figure 1.

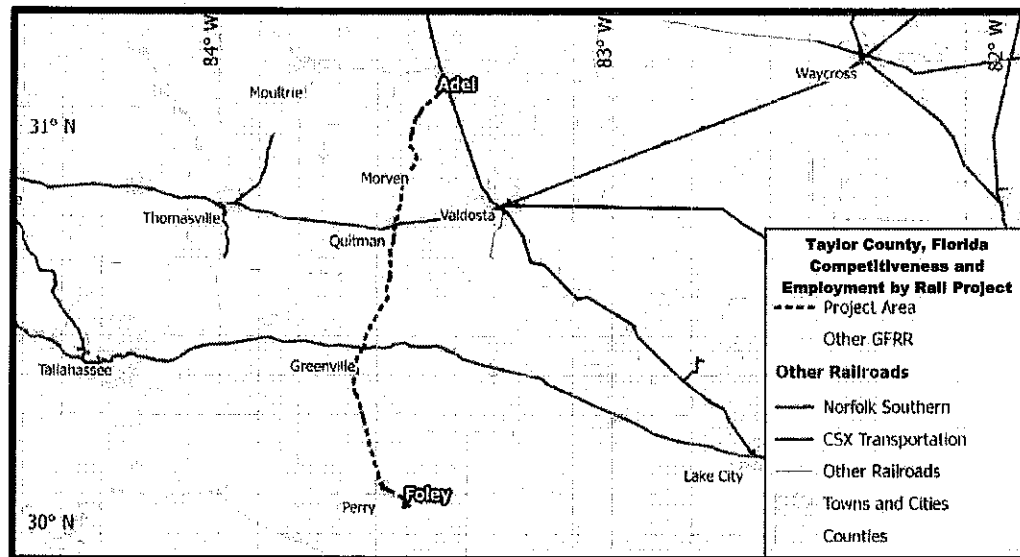


Figure 1 - Georgia & Florida Railway Alignment

The Project follows the GFR right-of-way from the Norfolk Southern connection in Adel to the GP Foley Cellulose facility in Foley, FL. The Project runs along the GFR right-of-way by reference to mileposts (MP) along GFR, starting at the northern end at Adel at MP 1.0 and ending at the Foley Cellulose Mill outside Perry, FL at approximately MP 82 (Foley). The Project is located entirely in rural areas.

## 5.0 DESCRIPTION OF WORK

### Task 1: Pre-Construction Activities

#### Task 1.1: Detailed Project Work Plan, Schedule and Budget

The Grantee will prepare a Detailed Project Work Plan (PWP) for the Project. The PWP will describe the activities and steps necessary to complete the tasks outlined in this Statement of Work (SOW). The PWP describes, in detail, the steps to be taken to implement the Project and provides an updated budget and schedule to match the scope of work outlined in this SOW. The schedule should include timeframes for completing major processes, reaching milestones, and finalizing work products/deliverables within each task. The budget will utilize the FRA's Cost Estimating Guidance.<sup>1</sup> As the Project progresses, the Grantee will update the initial PWP as new and more-accurate data related to budget, schedule, and financing become available. The Grantee

<sup>1</sup> <https://www.fra.dot.gov/Page/P0926>



will submit the PWP, including the Project budget and schedule, to the FRA for review and approval prior to start of construction.

#### **Task 1.2: Project Management Plan**

The Grantee will prepare a Project Management Plan (PMP). A PMP is the Grantee's overarching project implementation plan that spans the entire period of the project. It will describe the Grantee's approved policies, practices, and procedures related to the management, design, and construction of the Project. The PMP will also include information about the project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA), and will also address quality assurance, quality control procedures, and discuss possible project risks, and risk mitigation. As the Project progresses, the Grantee will update the initial PMP as new and improved procedures are implemented. The Grantee will submit the PMP to FRA for review and approval prior to start of construction.

The Grantee will identify in the PMP any required stakeholder agreements, and other critical third party agreements related to engineering, environmental, or construction activities in the PMP. Similarly, agreements governing the maintenance of the Project will also be included. The Grantee will transmit final, executed copies of any agreements to FRA. The Grantee has identified the following agreements necessary to support the construction activities of the Project:

- Agreement between Taylor County and GFRR to:
  - Incorporate requirements in agreements between FRA and Taylor County to make the requirements applicable to GFRR;
  - Require expenditures of private match and project funding in advance of Federal reimbursements;
  - Require maintenance of the project railway line to FRA Class 2 track standards.
- Project cost estimate (detailed and itemized utilizing FRA Capital Cost Estimating Guidance and Standard Cost Categories<sup>2</sup>, as applicable) also showing also any salvage value of removed items; and,
- Project schedule.

#### **Task 1.3: Environmental Review**

The Grantee will submit documentation to the FRA demonstrating that the Project is eligible for an FRA Categorical Exclusion (CE). FRA completed a CE worksheet, finalizing the National Environmental Policy Act process, on October 22, 2018. On February 2, 2021, FRA approved a supplemental CE worksheet covering the additional work under this Amendment No. 2.

---

<sup>2</sup> <https://www.fra.dot.gov/Page/P0926>

**Task 1.4: Preliminary and Final Engineering Design (1.4.a and 1.4.b respectively)**

The Grantee will prepare and submit a Preliminary Engineering (PE) Planset to FRA Engineering for review and approval. For a State-of-Good Repair (SOGR) project like this, FRA Engineering will require a railroad track chart showing the locations and limits of proposed improvements. If the replacement is not in-kind, scaled plans, appropriate and preferably enlarged to show details of existing condition and proposed improvements including location of existing and proposed signals (if appropriate), existing and proposed right-of-way lines, existing and proposed utilities, etc., will also be required as part of the submittal. PE Planset will include the following:

- A plan coversheet containing all stakeholder signatures;
- Track chart showing improvement locations and/or limits;
- Design Specifications;
- Scaled plan as appropriate;
- A title sheet with a drawing revision number or date; an index identifying various plan sheets comprising the drawing set; a legend of symbols or abbreviations;
- Utility relocation plans (if required);
- Right-of-way plans (if required);
- Roadway design plans to Federal, State and local standards (where applicable);
- Structural design and signed plansheets for the proposed bridge repairs and/or any temporary structure required for staged construction (if needed) for bridge repairs and/or proposed track improvement work;
- Maintenance and Protection Plans for vehicular traffic plans (also called Traffic Management Plan) if required for affected and surrounding streets impacted by the Project (where grade crossing improvement work is proposed) Maintenance of railroad traffic during proposed construction (Staging plans);
- Engineer's cost estimate (based on FRA's Standard Cost Category, SCC) and construction schedule. FRA's Cost Estimating Guidance and SCC available in the following link:

<https://www.fra.dot.gov/eLib/details/L16055>

After FRA's approval of the PE Planset, Grantee will proceed with the Final Design. After completion of Final Design, Grantee will also submit Final Engineering Design ("FD") to the FRA for review, comment and acceptance. The FD Set will be updated as required to reflect the final design modifications and/or any change in quantities since the PE stage. A Final Project Cost Estimate and updated Project Schedule will also be submitted as part of this submittal

(format is the same as PE). The PE Planset and FD Set will be consistent with the Environmental documents submitted to and approved by FRA.

#### **Task 1.5: Grade Crossing Diagnostic Safety Review**

The Grantee is responsible for providing a preexisting conditions memorandum to a team of stakeholders from (but not limited to) the railroad, the FRA including the Region 3 Grade Crossing Inspector, Florida DOT's District Railroad Coordinator, and others responsible for the safety of railroad grade crossings. The memorandum will include: FRA grade crossing number, location, a description of warnings currently installed, and a description of warning changes to be made by the project. Examples of potential safety enhancements are replacement of existing railroad crossbuck (R15-1) signs to current the Manual of Uniform Traffic Control Devices (MUTCD) standards under Figure 8B-2, the installation of the Look (R15-8) sign where appropriate, enhance traffic signal pre-emption and railroad signal circuitry where appropriate, update advanced railroad warning signage with applicable pavement markings, and mitigating or eliminating humped-profile surfaces.

The Grantee will submit a final memo to FRA on the grade crossing safety enhancements necessary to meet MUTCD requirements as agreed upon by the entire diagnostic team.

#### **Task 1 Deliverables**

- 1.1 Project Work Plan, Schedule, and Budget
- 1.2 Project Management Plan
- 1.2 Project Agreement(s)
- 1.3 Final NEPA documentation<sup>3</sup>
- 1.4.a PE Planset
- 1.4.b Final Engineering Design
- 1.5 Diagnostic Team Assessment Report

#### **Task 2: Construction**

The Grantee will complete the construction of the Project in accordance with the FRA-approved environmental documents and the FD Set accepted by FRA under Task 1. The Grantee is responsible for ensuring that any and all mitigation commitments identified in the FRA-approved final NEPA documentation (Task 1.3) are implemented during construction.

The Grantee shall ensure that all pre-construction requirements identified in Task 1 are met prior to issuing notice to proceed to any construction contractor to begin construction under this Agreement.

---

<sup>3</sup> FRA signed a CE worksheet on October 22, 2018, and a supplemental CE worksheet on February 22, 2021.

The Grantee will provide FRA written confirmation that construction has commenced and confirmation that construction is complete.

Completion of Work Elements 1 through 5 will allow GFRR to raise the class of track to FRA Class 2. Other than the bridge work (Work Element #4), these work elements will be completed by a track gang working along the line, nearly simultaneously. This will provide opportunity for project managers to review the work quality of the track gang in the process as the work progresses and enforce immediate corrective actions, if necessary.

The Work Elements and their sub-elements are summarized in Table 1 and described in the narrative below.

Table 1 - Work Elements			
Work Element	Description	Approximate Quantity	Location (Mile Posts)*
1	Replace Railroad Ties	109,000	1.0 to 82
2	Replacing Rail	11,800 Lineal Feet	1.0 to 82
3	Roadbed Upgrades (Ballast)	11,500 Tons	1.0 to 82
4	Bridge Repairs	16 Locations	Table 2
5	Rail-Highway Grade Crossing Work	135 Locations	Tables 3 and 4
+ Quantities Approximate (for Work Elements 1-3)			
* Mile posts are measured starting at the northern end of the line at Adel, GA at Mile Post 1.0 and ending at the Foley Cellulose Mill outside Perry, FL at approximately Mile Post 82 (Foley)			

The Grantee will complete the following work elements as part of this Task:

#### Work Element 1: Installation of New Ties

The Grantee will install approximately 109,000 new ties along 81 miles of track. Tie inserters will remove old ties, and will insert new ties in their place. Equipment designed for the task will

ride on the rail, remove spikes and tie plates that fasten rail to the ties, remove the old tie, and insert a new tie. A spiker will spike the rail to the new tie. Old ties will be collected and disposed of at the end of the project in accordance with state and federal regulations.

GFRR engineers have identified the rate of tie replacement required to maintain Class 2 operations. In the first 27 miles of track, approximately 1,500 ties per mile will be required. On the remainder of the route the average number of ties replaced per mile is approximately 1,300.

#### Work Element 2: Replacing Rail

The Grantee will replace approximately 11,800 linear feet of existing 100# rail with new 100# rail. Sections of rail will be replaced along turnouts, through rail-highway grade crossings, and at other locations where the rail is worn or defective.

As part of this work element, the Grantee will also make repairs to problematic rail joints and rehabilitate turnouts to ensure compliance to FRA standards for the increased train speeds.

#### Work Element 3: Roadbed Upgrades

The Grantee will add approximately 11,500 tons of rock ballast to the roadbed of the GFRR. Ballast will first be dumped, then tampers will force the ballast under the ties to ensure good drainage as required by FRA requirements. The track geometry will be laser corrected. The ballast will be repositioned by specialized regulator machines. The Grantee anticipates that, on average, 140 tons will be required for each mile of track. Additional work shall include drainage improvements and cleanup as well as brush and vegetation control.

#### Work Element 4: Bridge Repairs

Bridge repairs and upgrading of bridges will be done by more specialized labor working independently of the main track gang. Rail service will be maintained along the line while work proceeds. Contractors and GFRR will coordinate work schedules to ensure safe operations and timely completion of work, while minimizing customer impacts. GFRR has agreed to this plan. Work to be performed on the bridges include: replacement of bridge deck ties, replacement or repair of pile, caps and other additional work to the substructure as required to achieve the project goals. Bridge work will not disturb waterways. The Planned Bridge Work is detailed in Table 2.

Table 2 - Planned Bridge Repair Work		
Bridge Mile Post	Description of Work	Scaled plans and PE required?
1.80	Repair Approximately 4 Piles	

Table 2 - Planned Bridge Repair Work

Bridge Mile Post	Description of Work	Scaled plans and PE required?
7.70	Replace Approximately 649 Bridge Deck Ties and Guard Timber Repair Approximately 14 Piles Replace Sway Brace	All appropriate engineering plans and documents required for the proposed bridge repair work shall conform to 49 CFR Part 237.
8.20	Frame/Reframe Two Bents Repost Approximately 4 Posts Shim Several Piles Replace Headwall	
8.90	Frame Bent Replace Approximately 14 Deck Ties Shim Several Piles	
23.80	Replace Headwall Shim Posts	
25.30	Replace Headwall Install Sway Bracing on Approximately 4 Bents Install Wingwalls Post Approximately 4 Piles Repin Several Caps Shim Several Piles	
25.70	Redeck and Gauging	
47.50	Replace Blocking Shim Several Piles	
48.70	Replace Approximately 20 Deck Ties and Guard Timber	

Table 2 - Planned Bridge Repair Work		
Bridge Mile Post	Description of Work	Scaled plans and PE required?
56.70	Install Subcap On Approximately 2 Bents Replace Headwall  Repair Headwall Shim Several Posts	All appropriate engineering plans and documents required for the proposed bridge repair work shall conform to 49 CFR Part 237.
58.70	Install Approximately 49 Deck Ties and Guard Timber Post Approximately 2 Piles Shim Multiple Posts	
60.80	Replace Approximately 40 Deck Ties and Guard Timber Replace Headwall	
64.30	Repair Approximately 2 Piles  Redeck	
65.40	Shim Approximately 1 Pile	
66.54	Redeck	
76.30	Install Wingwall Replace Approximately 24 Deck Ties and Guard timbers  Shim Several Piles	

#### Work Element 5: Rail-Highway Crossings: Replace Active Warning Devices and Resurface

The Grantee will review the active warning systems at rail-highway grade crossings to ensure that the track circuitry is sufficient to account for the increase in track speeds. Grade crossing improvements will also include 5,374 ties within crossing areas, other track materials for crossing ties, ballast and ballast distribution within crossing areas, and surfacing of crossing approaches. Table 3 details the rail-highway grade crossings that will be reviewed, and required adjustments that will be made, for Class 2 (25 MPH) train speeds.

Table 3 - Rail-Highway Crossings: Retiming Active Warning Devices					
Mile Post	Roadway	DOT #	Mile Post	Roadway	DOT #
5.02	Quitman Hwy. / SR 76	723306C	50.97	US 90 / SR 10	713511F
6.34	Greggs Rd / CR 8	723304N	53.31*	CR 150	713501A
10.87	Hahira Hwy. / SR 122	723511H	72.88	Pisgan Rd / SR 361	713468C
15.55	Moultrie Hwy. /SR 133	723501C	74.25	Wright St / CR 359	713467V
16.34	Coffee Rd. / CR 279	723497P	75.99	Ash St / CR 356	713465G
26.50	East Courtland Ave/SR 76	723484N	77.19	Jefferson St / SR 55	713405X
29.73	Madison Hwy/SR 333	723472U	77.24	Washington St	713404R
30.33	Johnson Short Rd	723471M	77.36	S Center St	713403J
38.99*	CR 146	713522T	78.78	Buckeye Nursery Rd / CR 252	713395U
48.55*	SR 140	713516P			

\* In order to allow for higher train speeds, the Grantee will upgrade the signal controllers at these crossings.

GFRR crosses CSX at an at-grade interlocking in Greenville, FL. The approaches to that interlocking will be placed and remain in the employees operating timetable or bulletin order with a Permanent Speed Restriction (PSR) of 10 mph maximum authorized speed.

All installation of pavement markings and signs will be consistent with the Manual of Uniform Traffic Control Devices (MUTCD). This will include (but not limited to) all railroad grade crossing pavement markings and advanced warning signs. The Emergency Notification System (ENS) information must be attached to each mast assembly as set forth under 49 CFR 234 subpart E.

The Grantee will also restore grade crossings necessary to meet the requirements for FRA Class 2 for the track structure itself. These crossings are detailed in Table 3. As a result of this work, new grade crossing surfaces will be installed at all private and a majority of the public grade crossings. This work will be necessary to meet both the FRA requirements for Class 2 Track (25 MPH) for the track structure, and meet the applicable Federal, State and local requirements for roadway surfaces. Generally, the crossings will receive new ties, rail, crossing surface, and approaches. At a minimum, the crossing surfaces will be replaced and approaches restored. This work will be coordinated with the appropriate roadway authorities for managing traffic control. Locations listed in both Tables 3 and 4 with humped profiles that exceed the American Railway Engineering and Maintenance-of-Way Association (AREMA) and the American Association of State Highway and Transportation Officials (AASHTO) design standards will be smoothed out and leveled to prevent vehicles or trailers low to the ground from becoming stuck on the crossing surface.

If the crossing profile cannot be constructed in a manner that complies with the design standards described above, a Low Ground Clearance Grade Crossing (W10-5) warning sign and a LOW GROUND CLEARANCE (W10-5P) supplemental plaque should be installed for each direction



of travel to warn drivers of long wheelbase vehicles or drivers of vehicles that have a low ground clearance that they might encounter a hang-up situation when using the crossing.

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
1.16	Cook Road	723322L
1.47	Industrial Pkwy	723320X
1.97	PVT	723319D
2.10	PVT	723318W
2.39	Tillman Rd	723317P
2.79	PVT	723316H
3.03	PVT	723315B
3.13	PVT	723314U
3.54	PVT	723313M
3.83	PVT	723312F
3.89	PVT	723311Y
4.12	PVT	723310S
4.39	CR 16/Pine Valley	723309X
4.71	Old Union Rd	723308R
4.97	PVT	723307J
5.88	Shiflett Rd	723305V
6.99	Elsie James	723514D
7.47	PVT	723513W
8.53	PVT	723512P

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
11.15	1st Ave/Strickand Rd	723509G
11.37	PVT	723507T
11.62	PVT	723508A
12.52	Williams Rd	723506L
13.53	PVT	723505E
14.19	PVT	723504X
14.41	Jackson Road / Old Coffee Rd	723503R
15.45	5th Ave	723502J
15.69	Gin Rd	723500V
15.73	Gordon Rd	723499D
15.78	Main St	723498W
17.21	Scruggs Rd	723496H
17.89	Clower Rd	723495B
18.54	Cotton Field	723494U
19.27	Hendry Ln/LN 233	723493M
19.71	Rolling Hills Rd	723492F
21.76	Spain Rd	723490S
22.81	Fodie Rd	723489X

Table 4 - Rail-Highway Crossings:  
Resurface

Mile Post	Roadway Name	DOT#
23.60	PVT	723487J
24.30	Duncan Rd	723486C
26.26	Veg. Patch	723485V
26.50	East Courtland Ave/SR 76	723484N
26.80	Oglesby Ave	723483G
27.32	E Barstow	723482A
27.45	Gordon St	723481T
27.53	E Lafayette	723480T
27.84	E Johnson	723475P
28.19	E Chapel St	723474H
29.17	Fritzke Dr	723473B
30.33	Johnson Short Rd	723471H
30.55	Tree Farm	723470F
31.56	Empress Rd	723469L
32.80	Baden Rd	723466R
34.53	PVT	RETIRE
34.81	Stanley Rd	723465J
35.14	PVT	723464C
35.51	PVT	723463V
35.92	Empress Rd	723462N

Table 4 - Rail-Highway Crossings:  
Resurface

Mile Post	Roadway Name	DOT#
41.33	Providence Pine	713521L
43.78	NW Baily Rd / CR 241	713520E
44.73	PVT	904824Y
46.14	Dewnnet Pond Way	713519K
49.37	PVT	713514H
49.65	Florida Plywood	713514B
50.66	Haffye Rd	713513U
51.05	Grand St	713510Y
51.49	Ray Charles Ave/Western St	713508X
51.74	Huggins St	713507R
51.99	Oslo Trail	713506J
52.03	PVT	713505C
52.56	PVT	713504V
53.21	PVT	713502G
54.12	PVT	713499B
55.93	CR 329	713498U
57.31	PVT	713497M
57.85	CR 329	713496F
58.07	PVT	Pending
59.11	CR 3010	713495Y

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
59.20	PVT	Pending
59.99	PVT	713492D
60.12	PVT	713491W
63.06	PVT	713489V
63.53	AG Sheffield	713488N
64.07	CR 14	713487G
64.41	PVT	713486A
64.65	Shady Grove Schoolhouse	713485T
64.77	PVT	713484L
65.24	McLeod Dr	713483E
66.02	PVT	713482X
66.28	Preston Sheffield	713481R
66.39	PVT	713480J
66.56	Henderson Rd	713479P
66.77	Sessions	713478H
66.84	PVT	713477B
67.13	Johnnie Pickles	713476U
67.86	PVT	713474F
70.50	PVT	713473Y
71.01	Boyd Rd	713471K

Table 4 - Rail-Highway Crossings: Resurface		
Mile Post	Roadway Name	DOT#
71.79	Cairo Parker	713470D
72.35	Shiloh Church	713469J
72.89	Pisgah Rd	713468C
73.99	T.W. Wilson	904819C
74.25	Wright St	713467V
75.99	Ash St	713465G
76.48	Julia St	713464A
76.64	Wilcox St	713463T
76.65	FLA Power	713462L
76.78	Leon St	713460X
76.85	Bay St	713459D
76.91	Main St	713458W
76.98	Green St	713457P
77.04	Drew St	713456H
77.19	Jefferson St	713405X
77.24	Washington St	713404R
77.36	Center St	713403J
77.68	Hendry	713400N
78.20	Bishop Blvd	713398P
78.43	Springhill Rd	713396B
78.78	Buckeye Nursery	713395U

Table 4 - Rail-Highway Crossings:  
Resurface

Mile Post	Roadway Name	DOT#
79.19	PVT	713393F
79.83	PVT	713392Y
80.20	PVT	713390K
80.53	Weldon Poppel Rd	713389R
80.63	PVT	713388J
80.75	Connel Rd	713435P
81.05	Roberts Lumber	713437D

### Task 2 Deliverables

- Construction commencement confirmation
- Construction completion confirmation
- Railroad grade crossing circuit plans

### Task 3: Project Management and Project Closeout

The Grantee will manage and closeout the project by way of detailed understanding of the project PWP, PMP, FRA's Environmental Document/Decision, PE and FD, and other applicable deliverables from Task 1 to ensure the project goals are reached throughout the remaining phases of the project. Project management tasks will be overseen by a project management firm. The project management firm shall also have a clear understanding of the scope, goals, and requirements for reporting and contracting. Project management firm will report to the grantee.

The project management firm will coordinate on-site day-to-day activities of contractors, suppliers, and outside stakeholders as it relates to the performance of the work. The project management firm will perform quantity and quality control as it relates to the work and determine the track's fitness for operations immediately following construction activities. The project Management firm will chair/attend various meetings with project stakeholders, and will ensure preparation and distribution and recordkeeping of meeting minutes and project files.

The project management firm will perform the close-out process for the Project. This process includes making the final quality and quantity checks on the Contractor's work, collecting and checking final documentation, and making final payment. The Grantee will submit a Final Performance Report, along with other final reports as required under this Agreement, to the FRA within 90 days of the Period of Performance end date. The Final Performance Report should describe the cumulative activities of the project, including a complete description of the Grantee's achievements with respect to the project objectives and milestones, overall budget/financial status, benefits obtained from the grant, and service outcomes.

Prior to project close-out, the Grantee and the GFRR must update and complete the U.S. DOT Grade Crossing Inventory Form to reflect any additional signage installed as a result of this project.

### Task 3 Deliverables

- Final Performance Report
- Updated U.S. DOT Grade Crossing Inventory Form

## **6.0 PROJECT COORDINATION**

The Grantee will perform all tasks required for the Project through a coordinated process, including all railroad owners, operators, and funding partners:

- Rail owner – OmniTRAX, Inc. (owns GFRR)
- Rail operators - GFRR
- Funding Partners – FRA, GFRR

## **7.0 PROJECT MANAGEMENT**

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress throughout the period of performance. The Grantee will:

- Participate in a project kickoff meeting with FRA;
- Complete necessary steps to hire a qualified consultants and contractors to perform required Project work;
- Conduct a grade crossing diagnostic review with all stakeholders involved; including FRA, FDOT and local DOT's, GFRR, etc.
- Hold regularly scheduled Project meetings with FRA;
- Inspect and approve work as it is completed;
- Review and approve invoices as appropriate for completed work;
- Perform Project close-out audit to ensure contractual compliance and issue closeout report;
- Submit all required Project deliverables to FRA;
- Coordinate with FDOT officials and GFRR to update USDOT's National Highway-Rail Crossing Inventory Form (new requirement as of March 2015). For more guidance, click on this link to access FRA's Guide for Preparing USDOT Crossing Inventory Forms (revised July 2016): <https://www.fra.dot.gov/eLib/Details/L16201>
- Comply with all FRA Project reporting requirements; and
- Provide FRA with the following information during the regularly scheduled Project meetings:
  - Summary of work accomplished and/or underway during previous project period
  - Status of Project by task breakdown and percent complete;
  - Changes and reason for change in Project's scope, schedule and/or budget;
  - Description of any Project issues, concerns, or identified risks and any proposed action plans or resolution since the immediately preceding progress report;
  - Summary of work scheduled for the next progress period;
  - Status of upcoming FRA deliverables; and
  - Updated Project schedule.

5. Attachment 3, **Deliverables and Approved Project Schedule**, is deleted in its entirety and replaced with the following:

## **DELIVERABLES AND APPROVED PROJECT SCHEDULE**

### **Taylor County, Florida**

### **Taylor County, Florida Competitiveness and Employment by Rail Project**

#### **I. DELIVERABLES AND APPROVED PROJECT SCHEDULE**

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction to be authorized for funding reimbursement and for the Project to be considered complete.

Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Section 5(b) of Attachment 1.

#### **Deliverables**

<b><u>Task #</u></b>	<b><u>Deliverable Name</u></b>	<b><u>Due Date</u></b>
1.1	Detailed Project Work Plan, Schedule and Budget	05/01/2019
1.2	Project Management Plan	05/30/2019
1.2	Stakeholder Agreements	05/30/2019
1.3	Final NEPA Documentation	10/31/2018
1.4.a	Preliminary Engineering Planset	06/29/2019
1.4.b	Final Engineering Design Set	09/27/2019
1.5	Diagnostic Team Assessment Report	06/29/2019
2	Construction Commencement Confirmation	01/20/2020
2	Railroad Grade Crossing Circuit Plans	03/15/2021
3	Construction Completion Confirmation	06/30/2021

3	Updated U.S. DOT Grade Crossing Inventory Form	02/15/21
3	Final Performance Report	90 Days After the End of the Period of Performance

**Approved Project Schedule**

Task Name	Due Date
Pre-Construction Activities	01/02/2020
Construction	06/30/2021
Project Management and Project Closeout	06/30/2021

6. Attachment 4, **Approved Project Budget**, is deleted in its entirety and replaced with the following:

**APPROVED PROJECT BUDGET**

**Taylor County, Florida**

**Taylor County, Florida Competitiveness and Employment by Rail Project**

**I. APROVED PROJECT BUDGET**

The total estimated cost of the Project is \$17,343,027, for which the FRA grant will contribute funds consistent with Section 5(c) of Attachment 1 to this Agreement. Any additional expense required beyond that provided in this grant to complete the Project will be borne by the Grantee.

**Use of Limited Freight Funds.** The Grantee acknowledges that the Government selected the Project for award with the expectation that no more than \$8,671,513.50 of the award would be subject to the limitation at 23 U.S.C. § 117(d)(2). The Grantee will not request reimbursements that are subject to the limitation at 23 U.S.C. § 117(d)(2) and, in aggregate, exceed \$8,671,513.50.



**Project Budget by Task**

<b>Task #</b>	<b>Task Name</b>	<b>Federal (FRA) Contribution</b>	<b>Non-Federal Contribution</b>	<b>Total Cost</b>
2	Grade Crossing in-kind replacement	\$2,285,009	\$0	\$2,285,009
2	Bridge repairs	\$316,292	\$429,458	\$745,750
2	Tie replacement	\$4,935,058	\$6,700,759	\$11,635,817
2	Ballast and roadbed	\$122,713	\$166,618	\$289,331
2	Rail replacement, joint welding, and turnout work	\$358,520	\$486,794	\$845,314
2	Surface, alignment, dressing	\$215,289	\$292,316	\$507,605
1,3	Project management/Professional Services	\$98,962	\$134,374	\$233,336
	Contingencies	\$339,670.50	\$461,194.50	\$800,865
<b>Total Project Cost</b>		<b>\$8,671,513.50</b>	<b>\$8,671,513.50</b>	<b>\$17,343,027</b>

Revisions to the Approved Project Budget shall be made in compliance with Attachment 1 of this Agreement. The Grantee will allocate expenditures, by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

**Project Budget by Source**

<b>Funding Source</b>	<b>Project Contribution Amount</b>	<b>Percentage of Total Project Cost</b>
Federal Contribution (Amount of FRA Grant)	\$8,671,513.50	50%
Non-Federal Contribution (Combined amounts of Grantee match and other Federal sources)	\$8,671,513.50	50%
<b>Total Project Cost</b>	<b>\$17,343,027</b>	<b>100%</b>

Costs for completing the Project in excess of the amounts set forth in this section are the responsibility of the Grantee.<sup>4</sup>

7. Except as specifically amended hereunder, all terms, conditions, and attachments in the original Agreement, as amended, will remain in full force and effect.

---

<sup>4</sup> A budget breakdown by OMB Cost Categories will be included in the Detailed Project Work Plan.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



The Board to consider approval of draft amendment to Construction Engineering and Inspection Services Agreement with Langton Associates, Inc.

**MEETING DATE REQUESTED:**

March 16, 2021

**Statement of Issue:**

To continue grant administration and consulting for the Competitive & Employment by Rail (CEBYR) project through June 30, 2021.

**Recommended Action:**

Approve

**Fiscal Impact:**

Approximately \$18,750 ( grant funded )

**Budgeted Expense:**

N/A

**Submitted By:**

LaWanda Pemberton, County Administrator

**Contact:**

850-838-3500 ext. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** In December 7, 2020 the Taylor County BOCC voted to approve and executed a Grant Adjustment Form for the development of Amendment #2 to the Taylor County CEBYR Project. This Amendment is revising the original Construction scope to add the re-decking of three (3) bridge structures and upgrading signal controllers at three (3) grade crossing locations. The Cooperative Agreement performance period is being extended from March 17, 2021 to June 30, 2021 to accommodate the new Construction timeline. The budget was amended to move \$25,000 from the Contingency line item to Project Management to allow for the extension of Grant Administration Services, provided by Langton Associates, Inc., through closeout of the amended Cooperative Agreement, which is anticipated to be August 2021.

The draft Amendment #1 to the original Langton Associates, Inc. agreement will provide for the additional Grant Administration Services through the end of the project.

**Options:**

Approve/not approve

**Attachments:**

Draft Amendment #1  
Original Agreement

## **CONSTRUCTION ENGINEERING & INSPECTION SERVICES AGREEMENT**

This **Construction Engineering & Inspection Services Agreement** made on this \_\_\_\_ day of September 2019, by and between **Langton Associates, Inc.**, hereinafter referred to as "**Langton**", and **Taylor County Board of Commissioners**, herein after referred to as "**County**" on the following terms and conditions:

### **RECITALS**

WHEREAS, Langton is a Florida corporation engaged in the business of offering construction engineering and inspection services and grant administration and reporting services as outlined in The Requests For Proposals For Construction Engineering and Inspection Services "Exhibit A" to this Agreement, to municipalities, counties, other governmental bodies and non-profits groups, and

WHEREAS, the County is in need of construction engineering and inspection services as well as assistance with the administrative and reporting requirements of the Competitiveness & Employment By Rail (CEBYR) Project, Department of Transportation, Federal Railroad Administration FASTLANE Grant Agreement as outlined in "Exhibit A" and as per the Proposal submitted to the County by Langton, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual agreement at a fixed-fee amount of \$120,000 for the services rendered and outlined in "Exhibit A" for construction engineering and inspection services, and grant administrative and reporting services and assistance.

**NOW, THEREFORE**, in consideration of the mutual premises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto agree as follows:

1. Langton will complete the Scope of Work as outlined in Section 1 Introduction of "Exhibit A", an attachment to this Agreement.
2. Langton has stated that they are qualified, willing and able to perform the construction engineering and inspection services and the administrative and reporting requirements outlined in "Exhibit A".
3. The County has given public notice of the construction engineering and inspection services and administrative and reporting services and assistance needed pursuant to this Agreement as per the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Part 2 CFR 20.
4. Langton agrees to devote the necessary time and performance of the duties and requirements outlined in "Exhibit A" for the County.

5. The County shall give prompt written notice to Langton when the County observes or otherwise becomes aware of any development that affects the scope of work or timing of the services to be provided by Langton.
6. The County and the County's authorized employees and/or agents shall promptly report to Langton any defects or problems in services being provided in order to permit Langton to take prompt and corrective action to remedy the defect or issue and minimize any consequences which may result from the defective work.
7. The County shall examine Langton's Project Management and Quality Assurance Plan (PMQAP), studies, reports, and other documents applicable to the Project outlined in "Exhibit A" and the County will be provided all documents in a timely manner. The County also agrees to make all decisions required of said materials in a timely manner.
8. Langton shall be compensated for services rendered in this Agreement and as stated in "Exhibit A". The County shall be provided monthly invoices which shall be accompanied with monthly progress reports from Langton. Payment shall be made within thirty (30) days of the County's receipt of invoice and support documentation.
9. In the event of a disputed billing, only the disputed portion shall be withheld from payment and the County shall pay the undisputed portion. The County shall exercise reasonableness in disputing any bill or portion thereof.
10. All matters and correspondence pertaining to this Agreement and Services shall be made to the County's Authorized Representative. The County's Authorized Representative shall make decisions in a timely manner pertaining to submitted documents and/or requests. The County's Authorized Representative is as follows:

LaWanda Pemberton, County Administrator  
Taylor County Board of Commissioners  
201 E. Green Street  
Perry, Florida 32347  
(850) 838-3500 Ext. 107  
[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)

11. The Authorized Representative for Langton shall act on all matters pertaining to Services under this Agreement. The Authorized Representative shall not be shall not be changed without prior written notice to and agreement of the County. Langton's Authorized Representative is as follows:

Michael Langton, President  
Langton Associates, Inc.  
4830 Atlantic Blvd.  
Jacksonville, Florida 32207  
(904) 598-1368

12. The Agreement may be terminated by either party at any time with or without cause by any party in the Agreement with a thirty (30) day written notice. If the Agreement is terminated, the County shall within thirty (30) days pay for the Services satisfactorily completed up to the date of termination.
13. The County shall defend, indemnify, and hold Langton and their respective directors, officers, agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage, and bodily injury or death) to the extent resulting from negligent acts or omissions by the County, its agents or employees, arising from or related to this Agreement. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.
14. Langton shall defend, indemnify, and hold the County and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage, bodily injury, or death) to the extent resulting from negligent acts, errors, or omissions of Langton or Track Guy, their agents or employees, arising from or related to this Agreement.
15. In the event any claims, damages, losses, and expenses are caused by negligence of Langton and the County (or anyone whose acts they may be liable for) each party will bear its proportional share of the claims, damages, losses, and expenses based on each parties relative degree of fault. The County specifically does not waive any sovereign immunities pursuant to Florida Law.
16. Langton shall maintain, at their expense continuous insurance coverage as required in "Exhibit A".
17. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes related thereto shall be governed by, interpreted, construed, and enforced in accordance with the law of the State of Florida.
18. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse in a judicial forum.
19. In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.

20. Venue of any litigation shall be exclusively in the County of Taylor County, Florida.
21. Langton shall be an independent contractor with respect to the services and regulations with respect to, and will obtain all applicable licenses and permits including but not limited to Right-of Entry for Railroad Access permits to conducts business and the performance of Services pursuant hereto.
22. This Agreement shall be binding upon the County and Langton and their respective partners, successors, heirs, assigns, and legal representatives.
23. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the County and Langton and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and Langton and not for the benefit of any other party. The County and Langton shall not assign, sublet, or transfer any rights under or interests including but without limitation, monies that may become due or monies that are due in this Agreement without written consent of the other. However, nothing contained herein shall prevent or restrict Langton from employing independent professional associates or subconsultants as they may deem appropriate to assist with the services hereunder.
24. Langton agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Langton agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Order, including but not limited to, Executive Order No. 11246.
25. Langton warrants that their Services under this Agreement shall be performed in through, efficient, and workmanlike manner, promptly, with due diligence and care, and in accordance with the practices of their professions.

This Agreement (consisting of page 1 through 5, inclusive) together with "Exhibit A" constitutes the entire and integrated Agreement between the County and Langton and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or cancelled by written instrument signed by an authorized representative of each party to be bound thereby.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement by their duly Authorized Representatives as of the day and year first written above.

ACCEPTED BY:

COUNTY

TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

By:

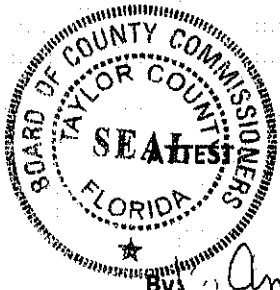
Pam Feagle

Printed Name:

Pam Feagle

Title:

Chairman



By:

Annie Mae Murphy

Printed Name: Annie Mae Murphy

Title: Clerk to Board

CONSULTANT

LANGTON ASSOCIATES, INC.

By:

Printed Name:

Title:

ATTEST:

By:

Printed Name:

Title:



## CONSTRUCTION ENGINEERING & INSPECTION SERVICES AGREEMENT

This Construction Engineering & Inspection Services Agreement made on this 1<sup>st</sup> day of September 2019, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and Taylor County Board of Commissioners, herein after referred to as "County" on the following terms and conditions:

### RECITALS

WHEREAS, Langton is a Florida corporation engaged in the business of offering construction engineering and inspection services and grant administration and reporting services as outlined in The Requests For Proposals For Construction Engineering and Inspection Services "Exhibit A" to this Agreement, to municipalities, counties, other governmental bodies and non-profits groups, and

WHEREAS, the County is in need of construction engineering and inspection services as well as assistance with the administrative and reporting requirements of the Competitiveness & Employment By Rail (CEBYR) Project, Department of Transportation, Federal Railroad Administration FASTLANE Grant Agreement as outlined in "Exhibit A" and as per the Proposal submitted to the County by Langton, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual agreement at a fixed-fee amount of \$120,000 for the services rendered and outlined in "Exhibit A" for construction engineering and inspection services, and grant administrative and reporting services and assistance.

**NOW, THEREFORE**, in consideration of the mutual premises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto agree as follows:

1. Langton will complete the Scope of Work as outlined in Section 1 Introduction of "Exhibit A", an attachment to this Agreement.
2. Langton has stated that they are qualified, willing and able to perform the construction engineering and inspection services and the administrative and reporting requirements outlined in "Exhibit A".
3. The County has given public notice of the construction engineering and inspection services and administrative and reporting services and assistance needed pursuant to this Agreement as per the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Part 2 CFR 20.
4. Langton agrees to devote the necessary time and performance of the duties and requirements outlined in "Exhibit A" for the County.

5. The County shall give prompt written notice to Langton when the County observes or otherwise becomes aware of any development that affects the scope of work or timing of the services to be provided by Langton.
6. The County and the County's authorized employees and/or agents shall promptly report to Langton any defects or problems in services being provided in order to permit Langton to take prompt and corrective action to remedy the defect or issue and minimize any consequences which may result from the defective work.
7. The County shall examine Langton's Project Management and Quality Assurance Plan (PMQAP), studies, reports, and other documents applicable to the Project outlined in "Exhibit A" and the County will be provided all documents in a timely manner. The County also agrees to make all decisions required of said materials in a timely manner.
8. Langton shall be compensated for services rendered in this Agreement and as stated in "Exhibit A". The County shall be provided monthly invoices which shall be accompanied with monthly progress reports from Langton. Payment shall be made within thirty (30) days of the County's receipt of invoice and support documentation.
9. In the event of a disputed billing, only the disputed portion shall be withheld from payment and the County shall pay the undisputed portion. The County shall exercise reasonableness in disputing any bill or portion thereof.
10. All matters and correspondence pertaining to this Agreement and Services shall be made to the County's Authorized Representative. The County's Authorized Representative shall make decisions in a timely manner pertaining to submitted documents and/or requests. The County's Authorized Representative is as follows:

LaWanda Pemberton, County Administrator  
Taylor County Board of Commissioners  
201 E. Green Street  
Perry, Florida 32347  
(850) 838-3500 Ext. 107  
[lpemberton@taylorcountygov.com](mailto:lpemberton@taylorcountygov.com)

11. The Authorized Representative for Langton shall act on all matters pertaining to Services under this Agreement. The Authorized Representative shall not be shall not be changed without prior written notice to and agreement of the County. Langton's Authorized Representative is as follows:

Michael Langton, President  
Langton Associates, Inc.  
4830 Atlantic Blvd.  
Jacksonville, Florida 32207  
(904) 598-1368

12. The Agreement may be terminated by either party at any time with or without cause by any party in the Agreement with a thirty (30) day written notice. If the Agreement is terminated, the County shall within thirty (30) days pay for the Services satisfactorily completed up to the date of termination.
13. The County shall defend, indemnify, and hold Langton and their respective directors, officers, agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage, and bodily injury or death) to the extent resulting from negligent acts or omissions by the County, its agents or employees, arising from or related to this Agreement. The County specifically does not waiver any of its sovereign immunities pursuant to Florida Law.
14. Langton shall defend, indemnify, and hold the County and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage, bodily injury, or death) to the extent resulting from negligent acts, errors, or omissions of Langton or Track Guy, their agents or employees, arising from or related to this Agreement.
15. In the event any claims, damages, losses, and expenses are caused by negligence of Langton and the County (or anyone whose acts they may be liable for) each party will bear its proportional share of the claims, damages, losses, and expenses based on each parties relative degree of fault. The County specifically does not waiver any sovereign immunities pursuant to Florida Law.
16. Langton shall maintain, at their expense continuous insurance coverage as required in "Exhibit A".
17. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes related thereto shall be governed by, interpreted, construed, and enforced in accordance with the law of the State of Florida.
18. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse in a judicial forum.
19. In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.

20. Venue of any litigation shall be exclusively in the County of Taylor County, Florida.
21. Langton shall be an independent contractor with respect to the services and regulations with respect to, and will obtain all applicable licenses and permits including but not limited to Right-of Entry for Railroad Access permits to conduct business and the performance of Services pursuant hereto.
22. This Agreement shall be binding upon the County and Langton and their respective partners, successors, heirs, assigns, and legal representatives.
23. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the County and Langton and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the County and Langton and not for the benefit of any other party. The County and Langton shall not assign, sublet, or transfer any rights under or interests including but without limitation, monies that may become due or monies that are due in this Agreement without written consent of the other. However, nothing contained herein shall prevent or restrict Langton from employing independent professional associates or subconsultants as they may deem appropriate to assist with the services hereunder.
24. Langton agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Langton agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Order, including but not limited to, Executive Order No. 11246.
25. Langton warrants that their Services under this Agreement shall be performed in through, efficient, and workmanlike manner, promptly, with due diligence and care, and in accordance with the practices of their professions.

This Agreement (consisting of page 1 through 5, inclusive) together with "Exhibit A" constitutes the entire and integrated Agreement between the County and Langton and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or cancelled by written instrument signed by an authorized representative of each party to be bound thereby.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement by their duly Authorized Representatives as of the day and year first written above.

ACCEPTED BY:

COUNTY

CONSULTANT

TAYLOR COUNTY BOARD OF

LANGTON ASSOCIATES, INC.

COUNTY COMMISSIONERS

By: Pam Feagle

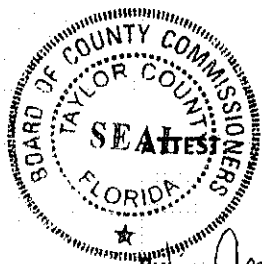
By: Michael Langton

Printed Name: Pam Feagle

Printed Name: MICHAEL LANGTON

Title: Chairman

Title: PRESIDENT



By: Annie Mac Murphy

ATTEST:

By: Heather S. Pollen

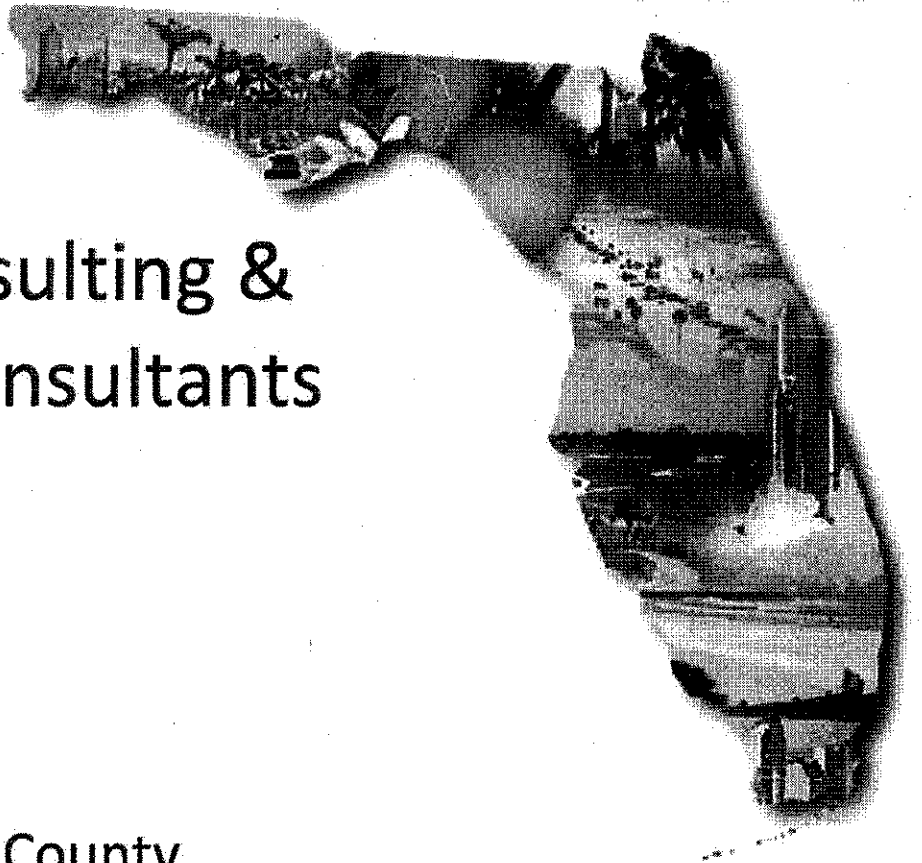
Printed Name: Annie Mac Murphy

Printed Name: Heather S. Pollen

Title: Clerk to Board

Title: SR. Public Affairs Consultant

COPY



# Langton Consulting & Track Guy Consultants

## Proposal for Taylor County

RFP for Construction Engineering & Inspection Services  
for the CEBYR Project Grant, A Fastlane Small Grant  
Program by the Federal Railroad Administration  
Submission Deadline: Friday, June 14, 2019 4:00 p.m.

Langton Associates, Inc.  
4830 Atlantic Blvd., Jacksonville, FL 32207  
Telephone: 904.598.1368  
Contact: Michael Langton, President  
E-mail: [mlangton@langtonconsulting.com](mailto:mlangton@langtonconsulting.com)





**TABLE OF CONTENTS**  
**Taylor County BOCC RFP**  
**Construction Engineering & Inspection Services for**  
**CEBYR Grant Project**

<b>Proposal Section</b>	<b>Headline Description</b>
Section 1	Transmittal Letter
Section 2	Company Overview
Section 3	Project Manager and Project Team
Section 4	Representative Projects
Section 5	Regulatory and Environmental Resource Compliance Experience
Section 6	Proof of Insurance
Section 7	Drug Free Workplace Certification
Section 8	Public Entity Crimes Statement
Section 9	A Fixed-Fee Cost Proposal
Section 10	Summary



June 12, 2019

Taylor County BOCC  
108 N Jefferson Street  
PO Box 620  
Perry, Florida 32347

Dear Evaluation Committee Members:

**Track Guy Consultants and Langton Consulting** are pleased to submit a joint proposal to provide **Construction Engineering, Inspection and Grant Administration Services to Taylor County's Competitiveness & Employment by Rail Project Grant**. Our team is once again excited to be considered to provide consulting services to your Departments and Programs.

**Track Guy Consultants**, established in 2004 and led by President John Zuspan, has been providing quality construction engineering and inspection services for railroad industry clients nationally from California to New York, and internationally in countries such as Mexico and Peru for over 15 years. John has been working with railroad industry contractors for over 30+ years. Services offered include training, contractor assistance, value engineering & peer reviews, inspection services, bid preparation, quality controls, project management, scale modeling, engineering estimates, and cost controls. Notable past projects include the World Trade Center Restoration of Passenger Service after the 1993 and 2001 terrorist attacks, as you will see in the project profile section of this proposal response.

**Langton Consulting**, established in 1981 and led by President Michael Langton, has been providing grant consulting services to Florida local governments, non-profits and quasi-governmental clients for over 38 years. Langton Consulting has six (6) full-time experienced grant consultants with a combined 100+ years experience in the grants industry. We are currently your RESTORE Act Grant Consultant providing full-service grant application development and grant administration services for the County's RESTORE Act Direct Component Program.

We believe that our two teams together can provide top quality service to the Taylor County to ensure that the Fastlane Small Grant Program funding is managed and implemented efficiently, timely and within compliance with Federal regulatory requirement and Program guidelines. **Langton Consulting** will be the Prime Contractor for this contract, and **Track Guy Consultants** will be the Project Lead for construction engineering and inspection services for the project. As the Prime Contractor, Langton Consulting will work with County staff to provide grant administration services related to all grant reporting, policies and procedures, and daily grant administration operations. As the Project Lead, Track Guy Consultants will provide all field work activities, including coordination with Georgia & Florida Railroad, LLC. (GFRR) and construction evaluation services.



The lead authorized person to make representations for the Proposer, is myself, Michael Langton, President of Langton Associates, Inc. (also known as Langton Consulting). In the event of absence of the lead authorized person, John Zuspan, President of Track Guy Consultants, is authorized to make representations for the Proposer.

I certify that the contents of this proposal are true and accurate, we are prepared to meet the requirements of this RFP, including insurance, bonding, and licensing requirements, and we are postured to provide uninterrupted service to Taylor County without delay or hesitation.

We thank you very much for allowing us the opportunity to provide construction engineering and inspection services to Taylor County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Langton', is written over the printed name.

Michael Langton  
President

Langton Associates, Inc.

4830 Atlantic Blvd.

Jacksonville, FL 32207

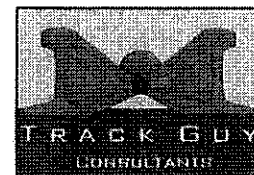
p: 904-598-1368

e: mlangton@langtonconsulting.com

# Company Overview

Track Guy Consultants and Langton Consulting are teaming up due to our unique experience in both **Construction Engineering & Inspection** and **Grant Administration Services** in response to this RFP.

**Construction Engineering & Inspection Services - Track Guy Consultants (TGC)** was established in March 2004 by President John Zusan. John spent over 30 years working with Contractors in the railroad industry. John has had a very successful career with a lot of interaction with Railroads, Transits, Designers, Owners, Contractors, Suppliers and even Politicians. Past project types range from the wave machine at Fort Belvoir to the automated system at Kennedy Airport. The diversities of people, places and projects have given John a wide range of experience. As a member of AREMA, NRC, APTA and ASTD, John has served on the Noise and Vibration Committee with APTA, APO 80 (Transit Standards) with the TRB and on Committee 24 and training with AREMA. TGC has developed a training program that is specifically directed toward the transit industry and contains 4 levels of education with strict curriculum, as well as a project management seminars for Railroad Track Inspectors.



## PAST PROJECTS

The following is a description of example work that has been performed, similar to the Scope of Work requested in this RFP:

**Oceanside to Escondido, Los Angeles, CA** - Prepared a cost estimate for the track work on the extension in San Diego. A full construction estimate was prepared for the construction and maintenance of this project. A full schedule was completed in order to coordinate between the civil work and the track work. Attended strategy meetings to provide risk management and evaluate potential savings.

**Patco Rehabilitation, Camden, NJ** - Performed cost estimate for total renewal of the interlockings while maintaining operation of the system.

**Tren Urbano, Puerto Rico** - Performed inspection services for remedial work at all the interlockings built in the direct fixation type configuration. Provided observation, advice and reviewed repair procedures.

**Detroit People Mover** - Performed inspections service of Contractor work. Provided a report to ensure that contractor work was being done safely and to contract specification.

**Siberia** - Performed detailed inspection of 250km of track and prepared a 5-year Maintenance Plan with manpower, materials and equipment budget.

**Southern Railroad of South Jersey** - Performed 2 inspections of 6 miles of track evaluating the contractor's work and made recommendations for future work.

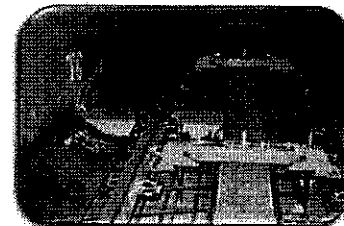
**Monterrey, Mexico** - Served as Quality Control Manager and Construction Advisor for the extension to the Light Rail System in Monterrey, Mexico.

**Lima, Peru** – Performed a track inspection based on FRA standards of 300km of track and provided training to maintenance personnel at the highest railroad station in the world (16,000'EL).

## SPOTLIGHT PROJECT

### **World Trade Center Restoration of Passenger Service**

Following the terrorist attack on the World Trade Center in 2001, the Port Authority of New York and New Jersey called Belfour Beatty Rail, while our proposed track inspection expert John Zuspan was Vice President, to negotiate a contract to build the new track from Exchange Place to Ground Zero. In 1993, after the first terrorist attack bombing at the World Trade Center, John was deployed to the site 4 days after the attack and negotiated the contract price and immediately mobilized people, equipment and material to begin work. He provided design and construction services.



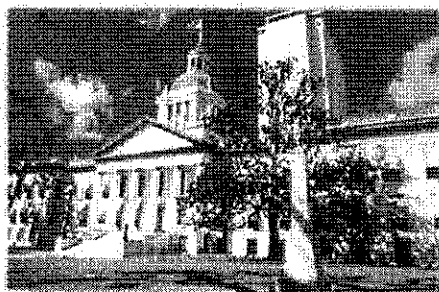
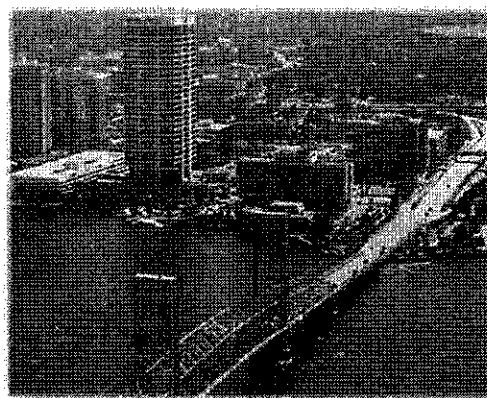
#### **Project Details**

• Direct Fixation Track	15,000 TF
• Ballasted Track	4,000 TF
• Turnouts	8 EA
• Total Project Value	\$2.5 billion USD
• Track Cost	\$17 million USD
• Power System	750VDC 3 <sup>rd</sup> Rail
• Duration	8-Months
• Procurement Method	Fixed Lump Sum Price
• Maintenance	N/A
• General Contractor	Yonkers/Tully/Pegno
• Type Guideway	Below Grade Tunnel
• Owner	PA of NY & NJ
• Owner Director	Tom Groack
• Vehicles	N/A

The history of 9/11 is well known. The PATH tubes were completely stripped of all track and utilities. Exchange place was not functioning and the PATH station was destroyed. The track work was completed in record time with NO sacrifice to the quality of work.

## Grant Administration Services - Langton Consulting

has provided professional grant consulting services to our clients since 1981. Michael Langton, the firm's President, began the firm after working in the grants industry for both public and private agencies. After establishing the firm, Langton became familiar with the funding side of grants in his service as a member of the Florida House of Representatives. Langton Consulting, Florida's oldest and largest public affairs consulting firm, is comprised of a professional team with a combined total of over 100 years in the grants business. Within the last five years, our efforts have secured more than **\$125 million** for our clients to fund both ongoing programs and new initiatives. In the course of over 38 years of service, the amount of client awarded grants exceeds **\$400 million**. To date, our team has successfully administered over **\$300 million** in Federal and State grant funding.



Langton employs six (6) full-time grant professionals and numerous associate consultants. Langton provides grant research, grant writing and grant administration services to Florida counties and municipal local governments, to ensure that all Federal, State and private foundation grant funding is successfully procured and managed within compliance of grantor agency regulations and guidelines. Langton's vast experience with writing and managing Federal, State and private foundation grants has benefitted over **50 Florida local governments** to date.

Our grant administration team, led by Heather Pullen, Senior Public Affairs Consultant and former Florida Small Cities CDBG Program staffer, has administered over \$300 million in Federal grant funding under the CDBG-DR, HERA, ARRA and RESTORE Act recovery funding programs since 2006. Since 2015, our grant administration team has administered over \$4.6 million in planning grant funds for the Florida Gulf Consortium's RESTORE Act Spill-Impact (Pot 3) for the development of the Florida State Expenditure Plan.

The **Langton** team's responsibilities include:

- General Technical Support
- Financial Management
- Policies and Procedures
- Procurement
- Recordkeeping
- Reporting
- Monitoring
- Close-outs
- Liaison services to Federal grantor agencies



## RESTORE ACT SPILL-IMPACT AND DIRECT-COMPONENT (POTS 1 and 3)



In 2012, the Langton team became involved in the early stages of RESTORE Act funding development by attending many Federal and State sponsored meetings regarding Florida's portion of the recovery funding resulting from the 2010 Deepwater Horizon Oil Spill. In 2014, Langton Consulting partnered with Environmental Science Associates (ESA) through a competitive RFP process to provide professional grant writing and grant administration services to the Gulf Consortium to develop the Florida State Expenditure Plan (FSEP) to implement RESTORE Act Spill-Impact (Pot 3) funding for the twenty-three (23) counties affected by the oil spill. Since 2015, the Langton team, in partnership with ESA, is in the process of drafting the FSEP and providing planning grant management services to ensure that all Federal regulations and guidelines are in compliance with award agreement requirements. In 2019, Langton Consulting completed the closeout report for Florida's first planning grant in order to move into the implementation phase of RESTORE Act Spill-Impact Program funding.

The **Langton** team's responsibilities include:

- Preparation of Administrative Grant Application
- Preparation of Planning State Expenditure Plan (PSEP)
- Gulf Consortium Goal Setting Workshop
- Compile Preliminary Project List
- Planning Grant Management Services
  - Policies and Procedures
  - Financial Management
  - Procurement
  - Recordkeeping
  - Reporting
  - Close-Out
- Screen, Attribute and Map the Preliminary Project List
- Conduct Project Leveraging Analysis
- Develop Project Sequencing & Implementation Strategy
- Complete revisions to the Draft FSEP
- Conduct stakeholder and public engagement process



In May 2017, the Langton team, lead by Melissa Beaudry, Public Affairs Consultant, was competitively selected by **Gulf County** to provide professional grant writing and grant administration services for all RESTORE Act Direct-Component (Pot 1) activities and for Triumph Gulf Coast, Inc. opportunities. To date, the Langton team has written three (3) successful grant applications funded under the RESTORE Act Direct Component Program. The Langton team also assisted County staff to close-out their planning assistance grant used to create their RESTORE Act Pot 1 Multi-Year Implementation Plan (MYP).

In October 2017, Langton Consulting entered a contract with **Taylor County** to assist the County's Grants Department with the development, submission and approval of their initial RESTORE Act Direct Component (Pot 1) Multi-Year Implementation Plan (MYP) and create/update all current County policies and procedures based on Federal regulations, Executive Orders, and RESTORE Act Pot 1 Program guidelines. In January 2018, all of the required policies and procedures were approved and adopted by the Taylor County BOCC and on March 7, 2018 the U.S. Department of Treasury approved the MYP and granted permission to move forward with the process of submitting grant applications to implement the projects within. In June 2018, Langton Consulting was selected to be Taylor County's



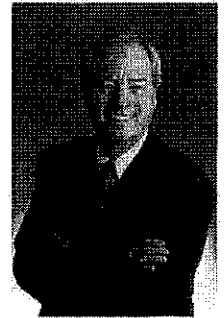
RESTORE Act Grant Consultant and is currently in the process of developing the first RESTORE Act Direct Component Program grant application for the design of two dredging projects and construction of the Keaton Beach dredging project.

Both **Track Guy Consultants** and **Langton Consulting** are properly licensed to practice in the state of Florida.

# Project Manager and Project Team



**Michael Langton**  
**President, GPC**  
**Langton Consulting**  
**Role: Project Manager/Point-of-Contact**

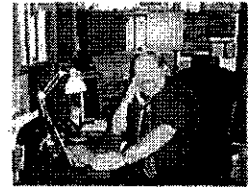


As President of Langton Consulting, Michael has played a pivotal role in securing over \$400 million dollars in grant funding from Federal, State and private foundation funding sources over the last 38 years. He manages the day-to-day operations, leads a staff of six (6) grant professionals and acts as the firm's lead marketing consultant and point-of-contact for many of our local government clients.

For the purposes of this project, Michael's role as Project Manager and Point-of-Contact will include supervision of all proposed consultants providing construction engineering & inspection services and grant administration services, participation in all on-site County meetings with GFRR, FRA and CEI representatives, development of policies and procedures, direct interactions with County staff on project updates and reporting, and County liaison for BOCC updates.

**Member Affiliations:** Grant Professionals Association  
**Office Location:** Jacksonville, Florida

**John Zuspan**  
**President**  
**Track Guy Consultants**  
**Role: Construction Engineering and Inspection (CEI) Services**



As President of Track Guy Consultants, John has had a very successful career working with railroad and transit industry contractors, designers, owners, suppliers and even politicians. After working in the industry for over 30 years, John decided to start his own consulting firm in 2004. John is a qualified inspector with decades of field experience both nationally and internationally. In addition, John offers a training program for industry experts and novices in the areas of railway engineering, design, construction and maintenance.

For the purposes of this project, John will lead all CEI services including assessment of quality assurance, quality control procedures, risk mitigation, quality assurance records, update PMQAP, direct interactions with Georgia & Florida Railroad, LLC. (GFRR) professionals and FRA representatives, review and advise GFRR on detailed engineering plans, review and advise on final project schedules and cost estimates, monitor and inspection construction work being performed by GFRR, certify that all work is being performed in alignment with the scope of work and engineering requirements, and participation in meetings with County, GFRR, and FRA representatives, as necessary.

**Member Affiliations:** AREMA, NRC, ASTD, and APTA  
**Office Location:** Canonsburg, Pennsylvania and a Kissimmee, Florida (Winter/Spring)

**Heather Pullen**  
**Senior Public Affairs Consultant**  
**Role: Grant Administration Services**



Heather has been administering Federal and State grant programs since 2006. As a former operations unit staffer for the Florida Small Cities and Disaster Recovery CDBG program, Heather managed Florida's payment reimbursement system, managed all financial and performance reporting for 200+ CDBG grantees, and assisted grant managers with financial monitoring of CDBG grantees. After moving to the private sector in 2009, Heather has administered several ARRA, HERA and RESTORE Act programs for Florida local governments totaling over \$300 million dollars. Heather administered Florida's first \$4.6 million planning grant for the RESTORE Act Spill Impact Component Program until its closeout in early 2019.

For the purposes of this project, Heather will lead all grant administration services including policies & procedures development, reporting, recordkeeping, federal regulatory compliance, payment reimbursements, and closeout activities.

**Member Affiliations:** Grant Professionals Association  
National Grant Management Association  
**Office Location:** Jacksonville, Florida

**Christine Lane**  
**Public Affairs Consultant**  
**Role: Grant Administration Services Support**



Christine has a background in environmental design and sales with almost a decade of experience in accountant management, implementing programs, and managing client relationships. Christine joined the Langton team in 2019 with the intent to bridge her passions with a focus on community development programs. In her short time with us, Christine has excelled at client relations and grant writing, and has co-authored a Housing Needs Assessment and Comprehensive Plan - Housing Element. She has undergone extensive grant administration training and is assisting our grant administration services lead with the administration of RESTORE Act programs.

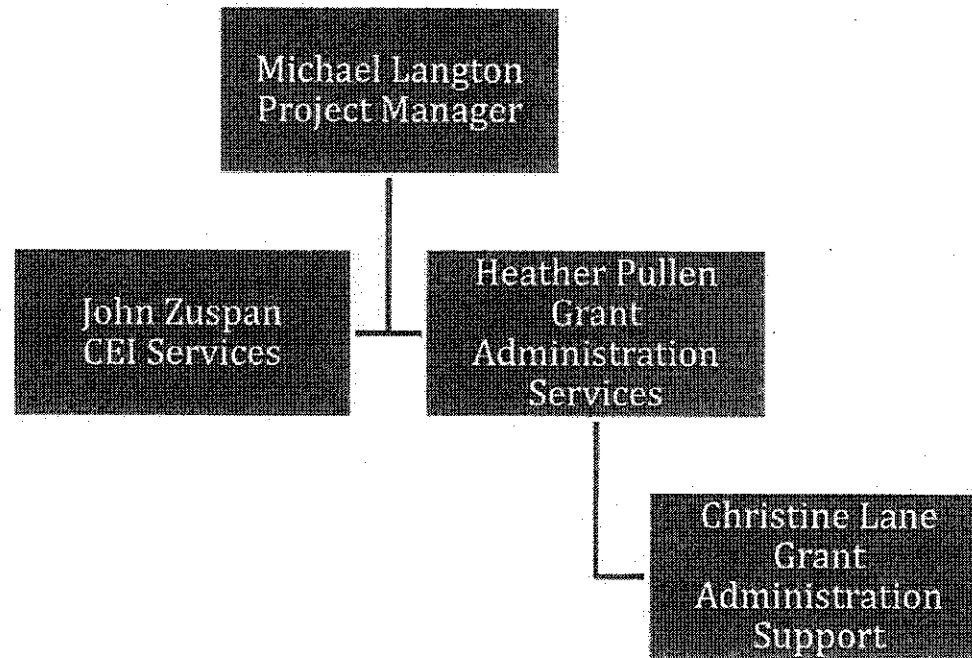
For the purposes of this project, Christine will provide support to our grant administration services lead with tasks including policies & procedures, reporting, recordkeeping, federal regulatory compliance, payment reimbursements, and closeout activities.

**Member Affiliations:** Grant Professionals Association  
**Office Location:** Jacksonville, Florida



# **Taylor County CEBYR Project Grant**

## **CEI and Grant Administration Services Organizational Chart**



## **Taylor County CEBYR Project Grant CEI and Grant Administration Services Organizational Chart**

### **Michael Langton, Project Manager/Point-of-Contact**

**Responsibilities include:** Supervision of all proposed consultants providing construction engineering & inspection services and grant administration services, participation in all on-site County meetings with GFRR, FRA and CEI representatives, development of policies and procedures, direct interactions with County staff on project updates and reporting, and County liaison for BOCC updates.

### **John Zuspan, Construction Engineering and Inspection (CEI) Services**

**Responsibilities include:** Assessment of quality assurance, quality control procedures, risk mitigation, quality assurance records, update PMQAP, direct interactions with Georgia & Florida Railroad, LLC. (GFRR) professionals and FRA representatives, review and advise GFRR on detailed engineering plans, review and advise on final project schedules and cost estimates, monitor and inspection construction work being performed by GFRR, certify that all work is being performed in alignment with the scope of work and engineering requirements, and participation in meetings with County, GFRR, and FRA representatives, as necessary.

### **Heather Pullen, Grant Administration Services**

**Responsibilities include:** Policies & procedures development, reporting, recordkeeping, federal regulatory compliance, payment reimbursements, and closeout activities.

### **Christine Lane, Grant Administration Services Support**

**Responsibilities include:** Policies & procedures, reporting, recordkeeping, federal regulatory compliance, payment reimbursements, and closeout activities.

# References

## **Railroad Improvement Project References**

1. Project: Major projects in North East; JFK Rail Link Project, New York City, NY  
Contact: Bill McGuiness, VP, Skanska USA  
Telephone: (917) 297-0600
2. Project: Northwest Yard, Baltimore, MD  
Contact: Mark Snailham, Manager Track, Lane Construction  
Telephone: (904) 451-3244
3. Project: Washington Metro, Washington D.C.  
Contact: Larry Larrello, President, Delta RR Construction  
Telephone: (440) 536-0325
4. Project: Track Inspection, Pittsburg, PA  
Contact: Nate Phillips, Contract Manager, Chapman Industries  
Telephone: (412) 389-6906
5. Project: Track Inspection & Training throughout the USA  
Contact: Rob Castilione, Federal Railroad Administration  
Telephone: (817) 247-3707

## **Grant Administration References**

1. Project: Gulf County RESTORE Act  
Contact: Warren Yeager, RESTORE Coordinator  
Telephone: (850) 229-6106
2. Project: Taylor County RESTORE Act  
Contact: Melody Cox, Grants Department Director  
Telephone: (850) 838-3553
3. Project: Jefferson County RESTORE Act  
Contact: Betsy Barfield, Chairperson, BOCC  
Telephone: (850) 933-4055

# Representative Projects

In addition to the project examples provided in the Company Overview portion of this response, below please find a comprehensive list of projects with similar scope and size to the project described in this RFP.

## ***Track Guy Consultants Projects***

**Staten Island Project:** Hired by a general contractor to do a cost estimate for this project and coordinate with civil work. It was agreed that if the contractor was selected as the winning bidder, Track Guy Consultants would assist in the project management and perform the track work.

**Beacon Hill Extension, Seattle:** Provided a comparison bid on this project.

**Reliant Energy Power Plant, Johnstown, PA:** Three (3) year contract to perform contract administration and inspection work. Performed a detailed walking inspection of the entire track system, wrote specifications for a three (3) year maintenance contract, and put the project out for bid. Negotiated a fair price with the winning bidder and awarded the contract. Prepared a fifteen (15) year plan for track maintenance with assigned budgets and priorities.

**South Ferry, New York:** Assisted a general contractor with strategy and cost estimates.

**Block 37, Chicago:** Prepare cost estimates, schedules and procedures for the installation of floating slab, 4 turnout, 2 diamonds and tie block renewal under an operation system.

**Millennium Chemical:** Evaluated track project for an upgrade of 286 loading.

**Slab Track:** Contracted with the Portland Cement Association to develop construction techniques and costs associated with slab track application.

**Hudson Bergen LRT – Phases 1 and 2, Jersey City, New Jersey:** Cost estimation, design review and construction of all track work.

**JFK Airport Rail Link, Jamaica, Queens, New York:** Cost estimation for construction and maintenance of this project. Managed all personnel performing the installation of the track, signal and power. (See reference information under the *Project Manager and Project Team* section of this Proposal)

**South Jersey LRT, Trenton to Camden, New Jersey:** Implemented cost controls and trend sheets to keep track of project efficiency and make adjustments when needed. Negotiated all claims and change orders for project.

**Numerous Short Lines and Industry Projects:** Perform inspections and evaluation services for several short line and other industry projects. Each inspection is followed up with a detailed report of findings and recommendations for remediation.

***Track Guy Consultants Training Program***

**Trackwork 101, Countrywide:** Signature training seminar that has been conducted to over 2,500 track industry professionals with 85 companies represented.

**Railcet Laborers and Operators Union, Countrywide:** Conducted training topics such as track work construction, maintenance, and design for the union members.

**Custom Training Seminars:** Developed and conducted numerous seminars all over the country for engineering companies, contractors, short lines and owners. These seminars are targeted to an individual company's needs.

**NRC Safety Videos:** Contracted by the National Railroad Construction and Maintenance Association to produce 2 high quality safety videos per year. The videos are presented at the NRCMA membership at their annual conference.

# Regulatory and Environmental Resource Compliance Experience

- Experience with 2 CFR part 200
- Florida Single Audit Act requirements
- Davis-Bacon Act (recordkeeping)
- Federal Fair Labor Standard Acts
- Copeland Anti-Kickback Act
- All applicable federal and state reporting and compliance standards with an emphasis on RESTORE Act and the Department of Treasury
- Environmental Resource Review (NEPA)

## **2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Langton Consulting's experience with utilizing the new regulations in 2 CFR 200 dates back to before December 24, 2014 when they became the law of the land. In July of 2014, we began conducting extensive research on the proposed new regulations to build a comprehensive database of presentations for our local government clients. We have conducted trainings and workshops for over twenty (20) Florida local governments, including Taylor County, to update their internal policies, procedures, and processes to maintain compliance when implementing Federal funding. Today, we have over thirty (30) presentations in the database that is available to our clients and will be conducted by our staff at no additional cost. In direct relation to the RESTORE Act, we have assisted most, if not all, of the twenty-three (23) Florida counties eligible to receive RESTORE Act funding, by creating templates for all required policy and procedural changes based on guidance from the U.S. Department of Treasury and the Gulf Coast Ecosystem Restoration Council.

## **Florida Single Audit Act Requirements**

While Langton Consulting does not provide auditing services to our clients, we are experienced with the audit process and will assist Taylor County will properly procuring an auditor to perform these duties and oversee the audit process as a County liaison. As a part of our grant administration services, we will work with the auditor to ensure that all financial records are maintained in accordance with all applicable Federal, State and RESTORE Act regulations, terms and conditions. Since it is apparent that Taylor County will be expending over both the State threshold of \$500,000 and the Federal threshold of \$750,000 each fiscal year, Langton Consulting will provide these services throughout the negotiated contract period.

## **Davis-Bacon Act**

The Davis-Bacon Act only applies to RESTORE Act projects in two situations:

1. Davis-Bacon Act-related provisions are applicable for a construction project if it is the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and

2. Davis-Bacon Act-related provisions are applicable for a construction project regardless of where it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

Therefore, the applicability of this Act will have to be determined prior to a readiness to proceed for each construction project. Langton Consulting does have past experience conducting field interviews through prior work on Community Development Block Grant funded projects and will assist Taylor County will properly conducting the interviews, maintaining complete and accurate records, and reporting this information to the Department of Treasury, when necessary.

### **Federal Fair Labor Standards Act**

As a part of grant administration services provided to Taylor County, Langton Consulting will work with any procured contractors and sub-contractors to provide any necessary training in regards to recordkeeping and reporting information related to the FLSA. Furthermore, Langton Consulting will work with the Taylor County Grants Department to ensure that all procurement documents contain the clauses required in the FLSA prior to advertisement.

### **Copeland Anti-Kickback Act**

Langton Consulting will work with Taylor County Grants Department to enforce the Copeland Anti-Kickback Act regulations, as stated in the County's Grant Management Plan that was adopted by the Taylor County BOCC in January 2018.

### **Other Federal and State Regulatory Compliance Requirements**

Langton Consulting will work with the Taylor County Grants Department to maintain compliance with the following regulations, terms and conditions that apply to RESTORE Act funded programs and projects:

1. RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (Updated August 2017)
2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 CFR 200
3. Treasury's RESTORE Act regulations, 31 CFR, part 34
4. Government-wide Debarment and Suspension, 31 CFR, Part 19
5. Government-wide Requirements for Drug-Free Workplace, 31 CFR, Part 20
6. New Restrictions on Lobbying, 31 CFR, Part 21
7. Reporting Subaward and Executive Compensation Information, 2 CFR, Part 170
8. Award Term related to Trafficking in Persons, 2 CFR, Part 175
9. Executive Orders 11375 and 11246, Equal Employment Opportunity

### **Environmental Resource Review**

As a full service grant writing and grant administration provider, Langton Consulting has worked with County and municipal local governments to complete the environmental review requirements for such Federal and State agencies such as U.S. Department of Housing and Urban Development (HUD), Florida Department of Economic Opportunity, and the Florida Department of Environmental Protection. These types of environmental review include:

- Tier One – Broad reviews of Unspecified Site Strategies and Categorical Exclusions
- Tier Two – Site-Specific Review Checklists

In regards to environmental resource permits, environmental studies, permitting and mitigation, Langton Consulting uses licensed and certified environmental sub-contractors to complete these items at no additional costs to the local government client.



# Proof of Insurance



Enclosed in this section, please find sample Certificates of Insurance for Langton Consulting and Track Guy Consultants. Upon selection, both Langton Consulting and Track Guy Consultants will provide current Certificates of Insurance that reflect all of the coverage requirements in Section 3, Item E of this Request for Proposals.

Please note that Track Guy Consultants will be performing any and all field work inspection and construction engineering services under this contract. Therefore, Track Guy Consultants will be the firm providing professional liability insurance coverage for this project.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2019

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

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

## PRODUCER

MATTHEW F. CARLUCCI STATE FARM INS.  
3707 HENDRICKS AVE.  
JACKSONVILLE, FL 32207

## CONTACT

PHONE: 904-388-5544 FAX: 904-388-1536  
E-MAIL: MORGAN@MATTCARLUCCI.COM

## INSURED

LANGTON ASSOCIATES INC.  
4830 ATLANTIC BLVD  
JACKSONVILLE, FL 32207

## INSURER(S) AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: State Farm Fire and Casualty Company	25143
INSURER B: State Farm Florida Insurance Company	10739
INSURER C: State Farm Mutual Automobile Insurance Company	25178
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSUR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	98-BE-V858-9 B	06/25/2018	06/25/2019	<table border="1"><thead><tr><th colspan="2">LIMITS</th></tr></thead><tbody><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (EA OCCURRENCE)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMPROP AGG</td><td>\$ 2,000,000</td></tr><tr><td>HIRED/NON-OWNED</td><td>\$ 1,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (EA OCCURRENCE)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></tbody></table>	LIMITS		EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPROP AGG	\$ 2,000,000	HIRED/NON-OWNED	\$ 1,000,000	COMBINED SINGLE LIMIT (EA OCCURRENCE)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$
LIMITS																														
EACH OCCURRENCE	\$ 1,000,000																													
DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 300,000																													
MED EXP (Any one person)	\$ 5,000																													
PERSONAL & ADV INJURY	\$ 1,000,000																													
GENERAL AGGREGATE	\$ 2,000,000																													
PRODUCTS - COMPROP AGG	\$ 2,000,000																													
HIRED/NON-OWNED	\$ 1,000,000																													
COMBINED SINGLE LIMIT (EA OCCURRENCE)	\$ 1,000,000																													
BODILY INJURY (Per person)	\$																													
BODILY INJURY (Per accident)	\$																													
PROPERTY DAMAGE (Per accident)	\$																													
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		492 9683-F10-69V	12/10/2018	08/10/2019	<table border="1"><tbody><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></tbody></table>	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$																		
BODILY INJURY (Per person)	\$																													
BODILY INJURY (Per accident)	\$																													
PROPERTY DAMAGE (Per accident)	\$																													
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS		98-BG-D739-8 B	11/11/2018	11/11/2019	<table border="1"><tbody><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></tbody></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$																				
EACH OCCURRENCE	\$ 1,000,000																													
AGGREGATE	\$																													
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	98-CA-R010-5 F	05/21/2018	05/21/2020	<table border="1"><tbody><tr><td>PER STATUTE</td><td><input checked="" type="checkbox"/> DTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 5,000,000</td></tr></tbody></table>	PER STATUTE	<input checked="" type="checkbox"/> DTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 5,000,000																
PER STATUTE	<input checked="" type="checkbox"/> DTH-ER																													
E.L. EACH ACCIDENT	\$ 1,000,000																													
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																													
E.L. DISEASE - POLICY LIMIT	\$ 5,000,000																													
C	EMPLOYERS NON-OWNED AUTO & HIRED AUTO		C40 6097-B12-59	02/12/2019	08/12/2019	CSL \$500,000																								

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

## CERTIFICATE HOLDER

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Matthew F. Carlucci*

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

1001496 182849.12 03-16-2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/11/2018

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

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

PRODUCER Commercial Insurance Associates 103 Powell Court, Suite 100 Brentwood TN 37027	CONTACT NAME: Terri Edwards		
	PHONE (A/C No. Ext): 615-515-6034	FAX (A/C No): 615-515-6034	
	E-MAIL ADDRESS: tedwards@com-ins.com		
INSURED TRACK-5 John F. Zuspan dba Track Guy Consultants 934 Royal Ct Canonsburg PA 15317	INSURER(S) AFFORDING COVERAGE		NAC#
	INSURER A: Sentinel Insurance Co Limited		11000
	INSURER B: Ironshore Specialty Ins Co		25445
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 416414844

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WAO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	20SBAAB5334	5/11/2017	5/11/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	20SBAAB5334	5/11/2017	5/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			001126506	5/11/2017	5/11/2018	Each Wrongful Act Retention \$1,000,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The certificate holder is included as an additional insured with respect to the general liability and automobile policies where required by written contract for work performed by John F. Zuspan dba Track Guy Consultants. A waiver of subrogation applies to the general liability and automobile liability policies where required by written contract where permitted by law.

## CERTIFICATE HOLDER

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

## DRUG FREE WORKPLACE FORM

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

Langton Associates, Inc. does:

(Name of Individual/Business/Consultant)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities, professional or contractual services that are obligated under this solicitation/contractual arrangement a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

Langton Associates, Inc.

Company Name

4830 Atlantic Boulevard

Street Address

Jacksonville, Florida 32207

City, State, Zip Code

(904) 598-1368

Phone

6/12/19  
Date

Michael Langton

Authorized Official Name

  
Signature

President

Authorized Official Title

**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 Construction Engineering & Inspection for CEBYR Grant
2. This sworn statement is submitted by Langton Associates, Inc.  
(Name of entity submitting sworn statement)

Whose business address is 4830 Atlantic Boulevard  
Jacksonville, Florida 32207 and

(if applicable) its Federal Employer Identification Number (FEIN) is 59-2247694,  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is Michael Langton and my relationship to the entity  
name above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

[Signature]  
(Signature)

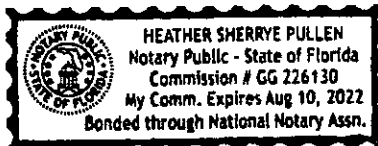
6/12/19  
(Date)

STATE OF Florida

COUNTY OF Duval

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

who, after first being sworn by me, affixed his/her signature in the space provided above on this 12<sup>th</sup> day  
of June, 2019.



[Signature]  
NOTARY PUBLIC

My commission expires: 8/10/2022

# Cost Proposal

In order to ensure that you receive the highest quality level of service at the most cost effective price point for your local government's needs, our team proposes the following **fixed-fee contract** to provide **Construction Engineering & Inspection Services, as well as Grant Administration Services** to Taylor County.

We will provide all necessary and appropriate services for the entire grant performance period, from start of contract to closeout of the grant project, for a fixed-fee price of **\$120,000.00**.

We propose a monthly billing cycle for this project. All invoices for this project will be accompanied by monthly progress reports from both Langton Consulting and Track Guy Consultants.

# Summary

**Track Guy Consultants** has been providing construction engineering, cost estimation and inspection services for railroad industry projects for over 30 years. Not many firms can say that they have been called personally by transit authority officials to provide immediate assistance because of their extensive experience and flawless reputation.

**Langton Consulting** is a small firm composed of multi-talented consultants with extensive background knowledge and first-hand experience working in the public and private government sectors. The following is a list of unique strengths that the gives Langton Consulting the competitive edge over other grant administration firms:

- ❖ Consultants with direct experience working in grant management on the State government level.
- ❖ Consultants with over 100 years combined grant writing experience.
- ❖ Six (6) consultants who are members of the national Grant Professionals Association.
- ❖ Two (2) consultants who are Grant Professional Certified through the Grant Professionals Certification Institute.
- ❖ One (1) consultant who is a member of the National Grants Management Association.
- ❖ Networking experts with contacts in Tallahassee, FL and Washington, D.C..
- ❖ Extensive background and institutional knowledge in Federal grant funding programs.
- ❖ An established relationship with the Taylor County Grants Department staff;
- ❖ Has administered over \$300 million in Federal and State grant programs.

Taylor County would greatly benefit from selecting a team of professionals that have over 130 years of combined experience to successfully see this project through. By selecting us, Taylor County would be gaining the experience of two (2) qualified firms who would work together to deliver the highest level of service.





AMENDMENT 01  
CONSTRUCTION ENGINEERING & INSPECTION SERVICES AGREEMENT

This Amendment 01 to the **Construction Engineering & Inspection Services Agreement** made on this day of March 2021, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and Taylor County Board of County Commissioners, hereinafter referred to as "County" on the following terms and conditions:

RECITALS

WHEREAS, Langton is a Florida corporation, engaged in the business of offering construction engineering and inspection services and grant administration and reporting services as outlined in the Requests for Proposals for Construction Engineering and Inspection Services "Exhibit A" and the original Construction Engineering & Inspection Services Agreement dated September 1, 2019, to municipalities, counties, other government bodies and non-profit groups, and

WHEREAS, the County is in need of continued construction engineering and inspection services as well as assistance with the administrative and reporting requirements of the Competitiveness & Employment By Rail (CEBYR) Project, Department of Transportation, Federal Railroad Administration FASTLANE Cooperative Agreement, as amended per Amendment 02 and accepted by the County on March 16, 2021, through the end of the revised performance period of June 30, 2021 and ninety (90) days afterward to complete closeout activities (anticipated September 28, 2021), and

WHEREAS, the parties are desirous to enter into this Amendment to the original contract, to establish a revised fixed-fee amount of \$125,000 for the services rendered and outlined in "Exhibit A" of this Amendment for construction engineering and inspection services, and grant administrative and reporting services and assistance.

Exhibit A – Revised Fee Schedule to  
Construction Engineering & Inspection Services Agreement dated September 1, 2019

Langton agrees to continue providing Construction Engineering and Inspection Services and grant administration and reporting services to the County through the end of the revised performance period of June 30, 2021 and thereafter until all closeout activities have been completed and approved. Langton understands and agrees that in accordance with Amendment 02 of Cooperative Agreement 69A36519500410INFFL, no costs can be incurred after the end of the performance period of June 30, 2021.

Therefore, Langton proposes and agrees to a revised Fee Schedule as follows:

- Fixed-fee price of \$6,250 per month beginning March 16, 2021 through June 16, 2021, based on an estimated thirty-two (32) hours per month at the approved Consultant rate of \$195 per hour;
- All monthly invoices will be accompanied by Labor Detail Reports that record actual time and materials for the specified time period; and
- All invoices will be approved by the County Grants Director and Administrator, prior to approval for payment.

---

Thomas Demps, Chairperson

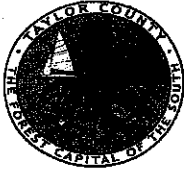
---

Gary Knowles, Clerk of Court

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve the State Housing Initiative Partnership (SHIP) Local Housing Assistance Plan (LHAP), Certification, and Adopting Resolution for State Fiscal Years 2021-2022, 2022-2023, and 2023-2024.

**MEETING DATE REQUESTED:**

March 16, 2021

**Statement of Issue:**

The County is required to update the LHAP at least once every three years or if there are any proposed changes to the program to be eligible to receive SHIP funding.

**Recommended Action:**

Approve Local Housing Assistance Plan, Certification, and Adopting Resolution for State Fiscal Years 2021-2022, 2022-2023, and 2023-2024

**Fiscal Impact:**

The County normally receives \$350,000 annually for the SHIP Program with no match being required from the County. These funds were not received for FY 2020-2021 due to state budget shortfalls. The County is required to update the LHAP and have it approved by the state a minimum of once every three years to be eligible for funding. The County is required to submit the Board approved LHAP to Florida Housing Finance Corporation (FHFC) for approval by May 2, 2021.

**Submitted By:**

Melody Cox

**Contact:**

Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The County is required to submit an updated LHAP to the state at least once every three years to be eligible for SHIP funding. SHIP funds are used for housing rehabilitation including demolition and reconstruction, and First Time Home Buyers Down Payment Assistance. SHIP funds can also be used to repair homes in the event of a declared disaster. Mobile homes are not eligible for assistance through the SHIP Program. The changes made to the previous LHAP are:

- 1. Demolition and Reconstruction was increased from \$75,000 to \$110,000 due to the increase in housing construction costs. This amount had not been increased for over nine years.**
- 2. Housing rehabilitation was increased from \$25,000 to \$35,000. This amount had not been increased for over twelve years.**

**Priority consideration is given to eligible applicants who are disabled or with Special Needs as required by FHFC. The County is also required to give priority to applicants who are "Essential Services Personnel" who qualify for assistance. This includes applicants who are first responders/emergency services, nurses, active military, and educators in K-12.**

**The County Administrator and Grants staff have reviewed and approved the LHAP. Government Services Group assists the County in administering the local program and all fees are grant funded with no funds required from the County.**

**Attachments:**

**SHIP LHAP, Certification, and Adopting Resolution for State Fiscal Years 2021-2022, 2022-2023, and 2023-2024.**



Government Services Group, Inc.  
www.WeServeGovernments.com

## MEMORANDUM

TO: Taylor County Board of County Commissioners

FROM: Jay Moseley, Senior Consultant – GSG, Inc.

SUBJECT: Local Housing Assistance Plan

DATE: March 3, 2021

---

### LOCAL HOUSING ASSISTANCE PLAN (LHAP)

Every three years each county is required by Florida Housing Finance Corporation (FHFC) to revise and update the LHAP that governs the county SHIP program. Attached is the proposed revised LHAP for the upcoming three-year period. No significant changes were made to this plan except for a revision to the maximum amounts noted for the Rehabilitation, and Demolition/Replacement strategies. We recommend increasing the limit for Rehabilitation from \$25,000 to \$35,000, and Demolition Replacement from \$75,000 to \$110,000 to reflect the current conditions in the construction industry and house prices. As we all know, construction is booming now because of recent hurricane activity. This has caused contractors to be extremely busy and has caused construction material price increases as well. Purchase Assistance maximum amounts will not change.

This LHAP is required to be submitted to FHFC for their review by May 2, 2021. Please let me know if you have any questions.

Recommended Action: Approve submittal of the attached LHAP along with the signed Exhibits.

#### Attachments:

LHAP with Exhibits

# TAYLOR COUNTY



## SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2021-2022, and 2022-2023, 2023-2024

## Table of Contents

<b>Description</b>	<b>Page #</b>
<b>Section I, Program Details</b>	<b>3</b>
<b>Section II, Housing Strategies</b>	<b>6</b>
<b>A. Owner Occupied Rehabilitation</b>	<b>6</b>
<b>B. Purchase Assistance</b>	<b>7</b>
<b>C. Disaster Mitigation</b>	<b>9</b>
<b>D. Demolition/Reconstruction</b>	<b>10</b>
<b>Section III, Incentive Strategies</b>	<b>11</b>
<b>A. Expedited Permitting</b>	
<b>B. Ongoing Review Process</b>	
<b>Section IV, Exhibits</b>	
A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	

**I. Program Details:**

A. Name of the participating local government: Taylor County

Is there an Interlocal Agreement: ☐ Yes ☒ No

B. Purpose of the program:

1. To meet the housing needs of the very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2021-2022, and 2022-2023, 2023-2024

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face or virtual meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.

Priorities for funding described here apply to all strategies unless otherwise stated in the strategy: The County will accept applications during the advertised "Application Period" which will be a



minimum of 30 days. From the end of the application period, applicants will have 30 days to submit all required documentation in order to be deemed eligible. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Once there is a list of eligible applicants, they will be ranked giving first priority to households qualifying as Special Needs households. These applicants will further be ranked with priority given to very-low income, then low, then moderate. The second priority will be to serve Essential Services Personnel (ESP). These applicants will further be ranked with priority given to very-low income, then low, then moderate. After serving enough Special Needs households to meet set-asides and any qualified ESP for the funding year, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups.

**Ranking Priority:**

1. Special Needs Households
  - a. Very low
  - b. Low
  - c. Moderate
2. Essential Services Personnel
  - a. Very low
  - b. Low
  - c. Moderate
3. After Special Needs Set-asides and ESP goals are met
  - a. Very Low
  - b. Low
  - c. Moderate

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. The county will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling and Foreclosure Counseling through qualified HUD approved agencies.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

- |  |                           |
|--|---------------------------|
| <input checked="checked" type="checkbox"/> | U. S. Treasury Department |
| <input type="checkbox"/>                   | Local HFA Numbers         |

- M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

*Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*

- N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Administrative Budget: A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Taylor County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

*Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

*Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs."*

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- P. Program Administration: 1. A third party entity or consultant will be contracted for all or part of the administration of the program. The name of the entity is: Government Services Group, Inc.

The administrative duties they will provide are: Administration, Construction Project Management

- Q. Project Delivery Costs: In addition to the administrative costs listed above, the county will charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note. Project Delivery Costs will not be charged unless the Allowable Administrative Fee falls below 10% of awarded funds.
- R. Essential Service Personnel Definition: For purpose of SHIP funding, the county considers the following groups as Essential Services to our county: First Responders, Educators in K-12,

Nurses, Active Military, National Guard stationed in the county.

- S. Describe efforts to incorporate Green Building and Energy Saving products and processes: The county will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs:
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
  2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
    - a. Toilets: 1.23 gallons/flush or less,
    - b. Faucets: 1.5 gallons/minute or less,
    - c. Showerheads: 2.0 gallons/minute or less;
  3. Energy Star qualified refrigerator;
  4. Energy Star qualified dishwasher, if provided;
  5. Energy Star qualified washing machine, if provided in units;
  6. Energy Star qualified exhaust fans in all bathrooms; and
  7. Air conditioning: Minimum SEER of 15. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
- T. Describe efforts to meet the 20% Special Needs set-aside: The county will partner with social service agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goals will be met through the down payment assistance, owner occupied rehabilitation, demolition/reconstruction, and disaster repair/mitigation strategies.
- U. Describe efforts to reduce homelessness: The county will offer Down Payment Assistance to homeless persons that are eligible.

## Section II. LHAP Strategies:

<i>A. Owner Occupied Rehabilitation</i>	<i>Code 3</i>
---	---------------

- a. Summary of Strategy: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, electrical, plumbing, roofing, windows and other structural items. Other items may be included on rehabilitation projects if funds are available after completing all required repairs listed above.
- b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024
- c. Income Categories to be served: Very-low, low
- d. Maximum award: \$35,000
- e. Terms
  1. Repayment Loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.

2. Interest Rate: 0%
3. Years in Loan term: 5 years
4. Forgiveness: Loan is forgiven on a prorated basis so that 20% of the principal is forgiven annually.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: All work will be performed by contractors on the county's approved contractor's list. Eligible applicants must have homestead exemption. Applicants are limited to one-time assistance under the SHIP program with the following exception: Applicants that previously received Down Payment Assistance will be assisted up to the maximum amount total of \$35,000 – Rehabilitation plus Down Payment Assistance amount received. Mobile homes are not eligible for rehabilitation assistance.
- i. Subordination Policy: County will consider subordinating the mortgage only for the applicant receiving a mortgage that reduces the monthly payment, no cash outs, and no additional loan proceeds going to other parties.

<b>B. Purchase Assistance</b>	<b>Code 2</b>
-------------------------------	---------------

- a. Summary of Strategy: SHIP funds will be awarded for downpayment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024
- c. Income Categories to be served: Very-low, low and moderate
- d. Maximum award: Very Low: \$10,000  
Low \$10,000  
Moderate \$7,000
- e. Terms:
  - 1. Repayment Loan/deferred loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in Loan term: 5 years
  - 4. Forgiveness: the funds will be forgiven on a prorated basis so that 20% of the principal is forgiven annually.
  - 5. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.

- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Applicants must secure a first mortgage by an approved lender. Applicants are limited to one-time assistance under the SHIP program. Mobile homes are not eligible for purchase assistance.
- i. Subordination Policy: County will consider subordinating the mortgage only for the applicant receiving a mortgage that reduces the monthly payment, no cash outs, and no additional loan proceeds going to other parties.

C. Disaster Mitigation	Code 5
------------------------	--------

- a. Summary of Strategy: Funds will be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows:
  - 1. Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
  - 2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
  - 3. Repairs necessary to make the home habitable.
  - 4. Repairs to mitigate dangerous situations (exposed wires)
- b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024
- c. Income Categories to be served: Very-low, low and moderate
- d. Maximum award: \$5,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
  - 2. Interest Rate: N/A
  - 3. Years in loan term: N/A
  - 4. Forgiveness: N/A
  - 5. Repayment: N/A
  - 6. Default: N/A
- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:
  - 1. Must provide proof of homeowner's insurance
  - 2. Must file for and use proceeds from insurance as first option
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance

Corporation for the disaster. Mobile homes are not eligible for disaster/mitigation assistance.

<i>D. Demolition/Reconstruction</i>	<i>Code 4</i>
-------------------------------------	---------------

- a. Summary of Strategy: The purpose of this strategy is to assist households whose homes are more than fifty-one percent (51%) structurally unsound as determined by a certified Housing Rehabilitation Inspector or Building Inspector.
- b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024
- c. Income Categories to be served: Very-low, low
- d. Maximum award: \$110,000
- e. Terms
  - 1. Repayment Loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in Loan term: 20 years
  - 4. Forgiveness: Loan is forgiven on a prorated basis so that 5% of the principal is forgiven annually.
  - 5. Repayment: Not required as long as the loan is in good standing.
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
- g. Sponsor/Developer Selection Criteria: N/A

- h. Additional Information: All work will be performed by contractors on the county's approved contractor's list. Eligible applicants must have homestead exemption. Applicants are limited to one-time assistance under the SHIP program. Mobile homes are not eligible for Demolition/Reconstruction assistance.
- i. Subordination Policy: County will consider subordinating the mortgage only for the applicant receiving a mortgage that reduces the monthly payment, no cash outs, and no additional loan proceeds going to other parties.

### **III. LHAP Incentive Strategies**

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

**A. Name of the Strategy: Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

When contractors apply for a permit for a SHIP related project, the review and processing of that permit is given priority over other permits. It is moved to the front of the line and processed first.

**B. Name of the Strategy: Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The Comprehensive Plan Housing Element is reviewed on a regular schedule and adjusted as necessary to make sure local policies are consistent with maintaining affordability.

**C. Other Incentive Strategies Adopted:**

### **IV. EXHIBITS:**

G. Administrative Budget for each fiscal year covered in the Plan.

H. Timeline for Estimated Encumbrance and Expenditure.

I. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

J. Signed LHAP Certification.

K. Signed, dated, witnessed or attested adopting resolution.

L. Ordinance: N/A (If changed from the original creating ordinance).

M. Interlocal Agreement N/A

N. Other Documents Incorporated by Reference



## ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

## Exhibit A

Exhibit A (2021)

## Taylor County

Fiscal Year: 2021-2022	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other* - Consultant	\$ 35,000.00
Total	\$ 35,000.00
Admin %	10.00%
	OK
Fiscal Year 2022-2023	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other* - Consultant	\$ 35,000.00
Total	\$ 35,000.00
Admin %	10.00%
	OK
Fiscal Year 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other* - Consultant	\$ 35,000.00
Total	\$ 35,000.00
Admin %	10.00%
	OK
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.	
Details:	

[eff. date]

**Exhibit B**  
**Timeline for SHIP Expenditures**

Taylor County affirms that funds allocated for these fiscal years will  
(local government)  
meet the following deadlines:

Fiscal Year	Encumbered	Expended	1 <sup>st</sup> Year AR	2 <sup>nd</sup> Year AR	Closeout AR
2021-2022	6/30/2023	6/30/2024	9/15/2022	9/15/2023	9/15/2024
2022-2023	6/30/2024	6/30/2025	9/15/2023	9/15/2024	9/15/2025
2023-2024	6/30/2025	6/30/2026	9/15/2024	9/15/2025	9/15/2026

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 <sup>st</sup> Year AR Not Submitted	2 <sup>nd</sup> Year AR Not Submitted	Closeout AR Not Submitted
2021-2022	3/30/2023	3/30/2024	6/15/2022	6/15/2023	6/15/2024
2022-2023	3/30/2024	3/30/2025	6/15/2023	6/15/2024	6/15/2025
2023-2024	3/30/2025	3/30/2026	6/15/2024	6/15/2025	6/15/2026

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to [robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org) and [terry.auringer@floridahousing.org](mailto:terry.auringer@floridahousing.org) and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year \_\_\_\_\_."
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

*Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email [terry.auringer@floridahousing.org](mailto:terry.auringer@floridahousing.org) when you are ready to "submit" the AR.*

**Other Key Deadlines:**

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

Estimated Funds (Anticipated allocation only):	\$ 350,000
--	------------

Code	Rental	Qualifies for 75% set-aside	OK		OK		Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
			VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award						
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Rental</b>		0		0		0		\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Administration Fees</b>		\$	35,000	10%		OK					
	<b>Home Ownership Counseling</b>		\$									
	<b>Total All Funds</b>		\$	355,000	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

Percentage Construction/Rehab (75% requirement)		82.5%	OK
Homeownership % (65% requirement)		100.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 290,000	82.9%	OK
Low Income (30% requirement)	\$ 30,000	8.6%	OK
Moderate Income	\$ -	0.0%	

**2022-2023****Estimated Funds (Anticipated allocation only):**

**350,000**

OK OK

320,000 OK

Percentage Construction/Rehab (75% requirement)		82.9%	OK
Homeownership % (65% requirement)		100.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 290,000	82.9%	OK
Low Income (30% requirement)	\$ 30,000	8.6%	OK
Moderate Income	\$ -	0.0%	

<b>Estimated Funds (Anticipated allocation only):</b>	<b>\$ 350,000</b>
---	-------------------

Code	Rental	Qualifies for 75% set-aside	OK		OK		Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
			VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award						
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Rental</b>		0		0		0		\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Administration Fees</b>		\$	-	0%		OK					
	<b>Home Ownership Counseling</b>		\$	-								
	<b>Total All Funds</b>		\$	320,000	OK							

<b>Percentage Construction/Rehab (75% requirement)</b>		<b>82.9%</b>	<b>OK</b>
<b>Homeownership % (65% requirement)</b>		<b>100.0%</b>	<b>OK</b>
<b>Rental Restriction (25%)</b>		<b>0.0%</b>	<b>OK</b>
<b>Very-Low Income (30% requirement)</b>			
	\$ 290,000	82.9%	OK
<b>Low Income (30% requirement)</b>			
	\$ 30,000	8.6%	OK
<b>Moderate Income</b>			
	\$ -	0.0%	

## **CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

Taylor County

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Elected Official or designee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Thomas Demps, Chair  
Type Name and Title

\_\_\_\_\_  
Date

OR

\_\_\_\_\_  
Attest:  
(Seal)

RESOLUTION #: \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

\*\*\*\*\*

**WHEREAS**, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

**WHEREAS**, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

**WHEREAS** the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

**WHEREAS** the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

**WHEREAS**, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

**WHEREAS** the Economic and Community Development Department has prepared a three-year Local



Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS** the County Commission finds that it is in the best interest of the public for the Taylor County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA that:**

Section 1: The BOARD OF COUNTY COMMISSIONERS of TAYLOR COUNTY hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2021-2022, 2022-2023, 2023-2024.

Section 2: The CHAIRMAN, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

\_\_\_\_\_  
Thomas Demps, Chairman

(SEAL)

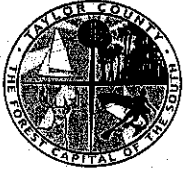
ATTEST:

\_\_\_\_\_  
Gary Knowles, County Clerk

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



The Board to consider approval of request to waive boat ramp fees for the Hooked On Heroes-Take a Veteran Fishing event to be held on April 10, 2021.

**MEETING DATE REQUESTED:**

March 16, 2021

**Statement of Issue:** To waive boat ramp fees for all participants during event.

**Recommended Action:** Approve

**Fiscal Impact:** \$100

**Budgeted Expense:** N/A

**Submitted By:** Michael Newman, County Commissioner District 3

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Hooked on Heroes is a non-profit organization that serves Veterans of all branches. This request would waive fees for all participants.

**Options:** Approve/not approve

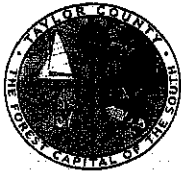
**Attachments:**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**

**The Board to consider re-appointment of one member to the Taylor County Recreation Advisory Board (TCRAB)**



**MEETING DATE REQUESTED:**

**March 16, 2021**

**Statement of Issue:** To fill recently vacated openings on the TCRAB.

**Recommended Action:** Re-appoint 1 member

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** LaWanda Pemberton, County Administrator

**Contact:** 850-838-3500 ext. 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The TCRAB is a seven member board and currently has three vacancies, due to recent resignations of members. The vacancies have been advertised in the local newspaper and will be continued to be advertised on social media and the County website.

Tasha Towles has been a TCRAB member since 2015 and wishes to be re-appointed.

**Options:** Appoint/Not appoint applicant

**Attachments:** Application  
TCRAB Roster

Taylor County Recreation Advisory Board (TCRAB) as of 02.24.2021

Name	Represents	Address	Email	Phone Number	Term	Term Began	Term End
Sherry Blanton	1)Trail 2)Soccer 3)Baseball	1720 Fortner Dr. Perry, FL 32347	<a href="mailto:Jerez1388@hotmail.com">Jerez1388@hotmail.com</a>	838.7889 (home) 584.0635 (work)	3 Years	02.19.2019	02.19.2022
Alan C Hall	City Council	224 S. Jefferson St, Perry, FL 32347	<a href="mailto:alanhall@fairpoint.net">alanhall@fairpoint.net</a> ; <a href="mailto:councilmanhall@fairpoint.net">councilmanhall@fairpoint.net</a>	843.3418 (cell)	N/A	N/A	N/A
William Hall	1)Baseball 2)Soccer 3)Football	2730 Lundy Lane Perry, FL. 32347	<a href="mailto:Wthi08@gmail.com">Wthi08@gmail.com</a>	843.1180 (home) 223.1360 (work)	3 years	03.02.2020	03.02.2023
Greg Mullins	Parks & Rec Manager	1685 US 19 Perry, FL 32347	<a href="mailto:Rec.coordinator@taylorcountygov.com">Rec.coordinator@taylorcountygov.com</a>	843.5789 (cell)	N/A	N/A	N/A
Jamie English	BOCC	201 E Green St Perry, FL 32347	<a href="mailto:jenglish@taylorcountygov.com">jenglish@taylorcountygov.com</a>	838.6766 (cell)	N/A	N/A	N/A
George Pridgeon	1)Baseball 2)Soccer 3)Football	103 Bishop Blvd Perry, FL 32347	<a href="mailto:georgepridgeon@gmail.com">georgepridgeon@gmail.com</a>	843.1722 (cell)	3 years	03.01.2021	03.01.2024

MALCOLM PAGE  
District 1

JIM MOODY  
District 2

SEAN MURPHY  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### Application for the Taylor County Recreation Advisory Board (TCRAB)

Name: Tasha Towles

Address: 830 E. Cherry St, Perry, FL 32347

Phone: Home: (C) 843-1773 Work: 584-0885 Fax: \_\_\_\_\_

Email: TashaTowles@gmail.com Ttowles@doctorsmemorial.com

Please answer the following questions (use additional pages if necessary)

- |   |   |    |
|---|---|----|
| 1. Are you 18 years old or older?   | <input checked="" type="checkbox"/> Yes | No |
| 2. Are you a resident of Taylor County?   | <input checked="" type="checkbox"/> Yes | No |
| 3. Are you a registered voter in Taylor County?   | <input checked="" type="checkbox"/> Yes | No |
| 4. Are you willing to spend up to eight (8) hours per month for meetings and workshops? | <input checked="" type="checkbox"/> Yes | No |
| 5. Are you willing to attend all Board Meetings (emergencies excluded)?                 | <input checked="" type="checkbox"/> Yes | No |

Education:

Are you a High School Graduate? ☒ Yes ☐ No

Name of School: TCHS

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

Post-Secondary Education:

Name of School: \_\_\_\_\_

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

**Technical Training:**

Name of School: \_\_\_\_\_

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

**Certificates or Licenses Held:**

Please List: \_\_\_\_\_

**College Courses or Graduate:**

Name of School: NFCC /SFCC

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

6. Do you or any family member have any affiliation with any business or company that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners?

Yes

No

If Yes, please explain:

---

---

---

---

7. Please list Board/Business/Volunteer/Work Experience: TCRA 3 years

---

---

---

---

8. Why do you wish to serve on the Taylor County Recreation Advisory Board?  
Keep sports active in our community

---

---

---

---

9. Have you ever been charged with a misdemeanor or felony in any state or federal court? If yes, please explain in detail: No

---

---

---

---

10. The Taylor County Recreation Advisory Board representatives all sports played at the Taylor County Sports Complex. Please indicate which sport you would like to represent from the following choices in ranking order; first choice, second choice, and third choice and list your experience in each sport.

Rank/Choice: 5 Soccer: \_\_\_\_\_

---

Rank/Choice: 4 Football: \_\_\_\_\_

---

Rank/Choice: 2 Baseball: \_\_\_\_\_

---

Rank/Choice: 3 Softball: \_\_\_\_\_

---

Rank/Choice: 6 Basketball: \_\_\_\_\_

---

Rank/Choice: 7 Tennis: \_\_\_\_\_

---

Rank/Choice: 1 Users of the Trail: \_\_\_\_\_

---

11. The TCRAB will be meeting one or two times each month and participates in self-education and orientation. Do you foresee a problem in attending these events? No

---

---

---

12. Further comments:

---

---

---

---

---

---

---

On behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this application and for offering to volunteer your time, which serves as an investment into the future of recreation in our community.

Applicant Signature: \_\_\_\_\_

T. Tawles

Print Name: \_\_\_\_\_

Tasha Tawles

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

3/8/21

Please return your completed application to the County Administrator's office at 201 E Green Street, Perry, FL 32347. Applications may also be faxed to 850-838-3501 or emailed to [trowell@taylorcountygov.com](mailto:trowell@taylorcountygov.com). Applications are due by February 21, 2020



20

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER THE SALE OF COUNTY OWNED LOTS  
IN KEATON BEACH



**MEETING DATE REQUESTED:**

MARCH 16, 2021

**Statement of Issue:** TO SELL COUNTY OWNED LOTS LOCATED ON MARINA  
DRIVE IN KEATON BEACH.

**Recommended Action:**

**Fiscal Impact:** TBD

**Budgeted Expense:** NO

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE COUNTY OWNS THREE PARCELS OF PROPERTY  
LOCATED IN KEATON BEACH THAT HAVE BEEN UNUSED. ONE PARCEL APPEARS  
TO BE A BUILDABLE LOT.

**Options:** APPROVE/NOT APPROVE

**Attachments:** MAP AND VALUATION REPORT

## LaWanda Pemberton

---

**From:** Danny Griner  
**Sent:** Monday, March 8, 2021 2:37 PM  
**To:** LaWanda Pemberton  
**Subject:** RE: Keaton county lots  
**Attachments:** County Keaton lots.pdf

They are portions of lot 1, 2 and 3. The purple lines on the attached pdf show the actual lot lines and we own the North 40-ft of lot 1. We own all of lot 3, however, a portion of that lot is the right-of-way. Lot 2 is part of the right-of-way and extends on both sides of the right-of-way. I think the remaining portion of lot 2 was part of the property exchange with Floyd Ford.

**From:** LaWanda Pemberton  
**Sent:** Monday, March 08, 2021 10:30 AM  
**To:** Danny Griner <building.director@taylorcountygov.com>  
**Subject:** RE: Keaton county lots

Can you take another look at these lots and help me determine if they are one lot on both sides of the road or two separate lots ??

**From:** Danny Griner  
**Sent:** Monday, January 25, 2021 10:20 AM  
**To:** LaWanda Pemberton <LPemberton@taylorcountygov.com>  
**Subject:** Keaton county lots

The lot on the west side of Marina Road would be usable for a dwelling, but, the lot on the east side does not appear usable. There does not appear to be enough room after setback requirements to even site an RV there.



## Taylor County, FL

## Summary

**Tax District** CO Millage Rate: 14.9892  
**Site Location** Unassigned Location RE  
**Section Township Range** 35-07-07  
**ParcelID** 06842-150  
**Exemptions** GOV/ LOCAL/ COUNTY  
**Property Usage** VACANT-COUNTY  
**Legal Description** LEG 0000.18 ACRES - KEATON BEACH UNIT 1 - N 40 FT LOT 1 & ALL LOTS 2 & 3 BLK - A LESS THAT PART OF LOT 2 DESC IN - OR 501-755 - OR 307-3 499-411  
 (Note: Not to be used on legal documents)

## Owner

TAYLOR COUNTY  
 P O BOX 620  
 PERRY FL 32348

## Land

**Land Use** 8006V  
**Number of Units** 2  
**Unit Type** LT  
**Assessed Value** \$193,800

## Sales History

Sales Date	Type of Document	Book/Page	Amount
03-01-2003	WARRANTY DEED	499/411	\$500
07-01-1992	WARRANTY DEED	307/3	\$35,000

## Valuation

2019 Certified Values &amp; 2020 Certified Values

	2020	2019
+ Land Value	\$193,800	\$171,700
+ Agricultural		
+ Building Value	\$0	\$0
+ Assessed XF Value	\$0	\$0
+ Total Misc. Value	\$0	\$0
= Just or Classified Value	\$193,800	\$171,700
- SOH/deferred	(\$4,930)	\$0
= Assessed Value	\$188,870	\$171,700
- Exempt Value	(\$188,870)	(\$171,700)
= Taxable Value	\$0	\$0
Appraised Land Value	\$193,800	\$171,700
Assessed Justification or Classified Value	\$193,800	\$171,700

## TRIM Notices

[2020 TRIM Notice \(PDF\)](#)

No data available for the following modules: Building Data, Sketch.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assesment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Upload: 3/9/2021 11:01:41 PM

Version 2.3.110

Developed by



LEG 0000.18 ACRES - KEATON BEACH UNIT 1 -  
N 40 FT LOT 1 & ALL LOTS 2 & 3 BLK - A  
LESS THAT PART OF LOT 2 DESC IN -  
OR 501-755 - OR 307-3 499-411