SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JUNE 1, 2020
6:00 P.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: 1-917-900-1022
ACCESS CODE: 32347#

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

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

AUDIT PRESENTATION/FY 2018-2019:

4. RICHARD POWELL, POWELL AND JONES, CPAS, TO APPEAR TO PRESENT THE COUNTY'S AUDIT REPORT FOR FY 18/19.

BIDS/PUBLIC HEARINGS:

5. THE BOARD TO RECEIVE BIDS FOR THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AS HAY AT PERRY-FOLEY AIRPORT, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF THE PROPOSED "TAYLOR COUNTY VIDEO GAMING ORDINANCE" TO PROHIBIT INTERNET CAFES.

CONSENT ITEMS:

7. EXAMINATION AND APPROVAL OF INVOICES FROM MAY 19, 2020 AND JUNE 1, 2020.

8. THE BOARD TO CONSIDER APPROVAL OF REFUND TO TAYLOR COUNTY SHERIFF'S OFFICE DRUG TASK FORCE, FOR MONIES RECEIVED AT FYE'19 THAT SHOULD HAVE BEEN KEPT BY THE DRUG TASK FORCE, PER FY19 AUDIT, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND (2), GENERAL FUND (3) AND THE MSTU FUND (1), AS AGENDAED BY THE COUNTY FINANCE DIRECTOR.

10. THE BOARD TO CONSIDER REQUEST TO RENEW NADIN WEATHER DATA CONTRACT WITH DBT TRANSPORTATION, AS AGENDAED BY WARD KETRING, AIRPORT MANAGER.

11. THE BOARD TO CONSIDER APPROVAL OF T-HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT, FOR GRANT MERRILL FROWNFELTER, AS AGENDAED BY THE AIRPORT MANAGER.

12. THE BOARD TO CONSIDER APPROVAL OF THE COMMUNITY TRANSPORTATION COORDINATOR (CTC) ANNUAL EVALUATION 2019-2020, AS REQUIRED BY THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

13. THE BOARD TO CONSIDER APPROVAL OF THE TRANSPORTATION DISADVANTAGED SERVICE PLAN (TDSP) 2016-2021 ANNUAL UPDATE FOR FY 2019-2020, AS AGENDAED BY THE GRANTS COORDINATOR.

14. THE BOARD TO CONSIDER APPROVAL OF CONTRACT WITH ENGINEERED COOLING SERVICES FOR THE REPLACEMENT OF THE DOCTORS' MEMORIAL HOSPITAL (DMH) CHILLER, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

15. THE BOARD TO CONSIDER RE-APPOINTMENT OF TWO (2) MEMBERS TO THE TAYLOR COUNTY PLANNING BOARD, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

16. THE BOARD TO CONSIDER APPROVAL OF ADVANCED REFRIGERATION CONTRACT FOR THE REPLACEMENT OF THE AIR CONDITIONING AND HEAT SYSTEM AT THE VETERAN'S AFFAIRS CLINIC, AS AGENDAED BY THE BUILDING OFFICIAL.

17. THE BOARD TO CONSIDER APPROVAL OF CARES ACT AIRPORT GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA), IN THE AMOUNT OF $20,000, TO BE USED AT THE PERRY-FOLEY AIRPORT TO COVER EXPENDITURES AND/OR LOSSES IN REVENUE RELATED TO THE COVID-19 PANDEMIC, AS AGENDAED BY MELODY COX, GRANTS WRITER.

18. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING REHABILITATION PROGRAM ADMINISTRATION SERVICES WITH GUARDIAN COMMUNITY RESOURCES MANAGEMENT, INC., AS AGENDAED BY THE GRANTS WRITER.

19. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR THE PROPOSED WIDENING/RESURFACING OF ELLISON ROAD UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY OUTREACH AND SMALL COUNTY ROAD ASSISTANCE PROGRAMS, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

20. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR THE PROPOSED IMPROVEMENT OF HINGSON TANNER ROAD AND ELLISON FRITH ROAD UNDER THE SECONDARY ROAD IMPROVEMENT PROGRAM, AS AGENDAED BY THE COUNTY ENGINEER.

21. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ACCEPT THE CARLTON CEMETERY SOLID WASTE FACILITY QUIT-CLAIM DEED FROM FOLEY CELLULOSE, LLC, AS AGENDAED BY THE COUNTY ENGINEER.

PUBLIC REQUESTS:

22. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO AMEND TAYLOR COUNTY CODE 66-150, TAYLOR COASTAL WATER AND SEWER DISTRICT CONNECTION WITH SEWER SYSTEM, AS REQUESTED BY RAY CURTIS.

HOSPITAL ITEMS:

23. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO APPOINT THREE (3) MEMBERS TO THE DMH BOARD OF DIRECTORS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

24. THE BOARD TO CONSIDER APPROVAL OF TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT, CONTRACT #ARV42 AND CONSIDER ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

25. THE BOARD TO CONSIDER REQUEST TO TERMINATE THE AIRPORT HAY LEASE AGREEMENT WITH RUSTY DORMAN, AS AGENDAED BY THE AIRPORT MANAGER.

26. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT TO EXTEND SCRAP PROGRAM CONTRACT TIME FOR THE HOUCK ROAD RECONSTRUCTION PROJECT AND SIGNATURE AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ENGINEER.

27. THE BOARD TO CONSIDER APPROVAL OF THE SUPPLEMENTAL AGREEMENT TO EXTEND SCRAP PROGRAM CONTRACT TIME FOR THE FOLEY CUT-OFF ROAD RECONSTRUCTION PROJECT AND SIGNATURE AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ENGINEER.

GENERAL BUSINESS:

28. THE BOARD TO DISCUSS PARKING ON COUNTY RIGHT-OF-WAY, AS AGENDAED BY CHAIRMAN FEAGLE.

29. THE BOARD TO DISCUSS LOWERING SPEED LIMIT ON DONALDSON BRIDGE ROAD, AS AGENDAED BY COMMISSIONER FEAGLE.

30. THE BOARD TO DISCUSS SPECIAL EVENTS PERMIT, AS AGENDAED BY COMMISSIONER FEAGLE.

COUNTY ADMINISTRATOR ITEMS:

31. THE BOARD TO CONSIDER APPROVAL OF BID DOCUMENTS AND REQUEST TO ADVERTISE FOR THE LEASING OF 296 +/- ACRES IN TAYLOR COUNTY, FOR THE HARVESTING OF SAW PALMETTO BERRIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

32. THE BOARD TO CONSIDER APPROVAL OF EXTENSION OF LEASE AGREEMENT WITH CLARK PROPERTIES OF TAYLOR COUNTY, LLC, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

33. THE COUNTY ADMINISTRATOR TO PROVIDE AN OPERATIONAL UPDATE.

34. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS:

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

36. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

  www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.102, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

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

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

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MANAGEMENT LETTER

Honorable Board of County Commissioners
and Constitutional Officers
Taylor County, Florida

We have audited the financial statements of Taylor County, Florida (the County), as of and for the year ended September 30, 2019, and have issued our report thereon dated May 12, 2020.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards,* Independent Auditor's Report on Compliance and Internal Control over Compliance Applicable to each Major Federal Awards Program and State Financial Assistance Project, and Schedule of Findings. Disclosures in those reports and schedule, which are dated May 12, 2020, should be considered in conjunction with this management letter. Additionally, our audit was conducted in accordance with Chapter 10.550, *Rules of the Auditor General*, which govern the conduct of local governmental entity audits performed in the State of Florida and require that the following items be addressed in this letter.

BOARD OF COUNTY COMMISSIONERS

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

CLERK OF THE CIRCUIT COURT

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

PROPERTY APPRAISER

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

SHERIFF

PRIOR YEAR FINDINGS

The prior year finding regarding the late deposit of receipts in the Individual Depository Fund was substantially corrected in the current year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

SUPERVISOR OF ELECTIONS

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

TAX COLLECTOR

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

There were no reportable findings in the current year.

AUDITOR GENERAL COMPLIANCE MATTERS

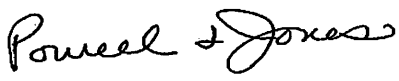
Financial Emergency Status - We determined that the County had not met any of the conditions described in Section 218.503(1), *Florida Statutes*, that might result in a financial emergency.

Financial Condition Assessment - As required by the *Rules of the Auditor General* (Sections 10.554(1)(i)5a. and 10.556)(7), we applied financial condition assessment procedures. It is management's responsibility to monitor the entity's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information they provided.

Deteriorating Financial Conditions – We noted no deteriorating financial conditions within the County during the year.

CONCLUSION

We have reviewed information regarding our audit with appropriate County officials and management and have provided them with appropriate documentation as requested. We very much enjoyed the challenges and experiences associated with this audit of the County. We look forward to a long and mutually beneficial relationship with the Board of County Commissioners and other County Officials and employees. We also appreciate the helpful assistance and courtesy afforded us by all County employees.



POWELL & JONES
Certified Public Accountants
May 12, 2020

INDEPENDENT ACCOUNTANT'S REPORT

To the Board of County Commissioners
and Constitutional Officers
Taylor County, Florida

We have examined Taylor County, Florida's (the County) compliance with Section 218.415, *Florida Statutes*, regarding the investment of public funds during the year ended September 30, 2019. We have also examined the Clerk of the Circuit Court's (Clerk's) compliance with Section 28.35 and 28.36 *Florida Statutes* as to the following during the fiscal year ended September 30, 2019:

a. The budget certified by the Florida Clerk of Courts Operations Corporation.

b. The performance standards developed and certified to Sections 28.35, 28.36 and 61.181 *Florida Statutes.*

We also examined the County's compliance with sections 365.172(10) and 365.173(2)(d) Florida Statutes and requirements specified by the E911 Board grant and special disbursement programs. These laws require that E911 fee revenues, interest, and E911 grant funding to be used to pay for authorized expenditures as specified in the Statutes.

Management is responsible for the County's and Clerk's respective compliance with those requirements. Our responsibility is to express an opinion on the County's and the Clerk's respective compliance based on our examinations.

Our examinations were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the County's and the Clerk's compliance with those respective requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examinations provide a reasonable basis for our opinion. Our examinations do not provide a legal determination on the County's and the Clerk's compliance with the specified requirements.

In our opinion, Taylor County, Florida and the Taylor County Clerk of the Circuit Court complied, in all material respects, with the aforementioned respective requirements for the year ended September 30, 2019.

This report is intended solely for the information and use of Taylor County, the Clerk and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Powell & Jones

POWELL & JONES
Certified Public Accountants
May 12, 2020

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Refund monies received from Sheriff's Office at FYE'19
MEETING DATE REQUESTED:	06/01/2020

Statement of Issue: **2019/2020 FY**
The Board to consider approval of a refund to the Taylor County Sheriff's Office Drug Task Force for monies received at FYE'19 that should have been kept by the Drug Task Force, per FY19 audit.

Recommended Action: **Approval of refund in the amount of $14,241.38**

Fiscal Impact: **will reduce current year General Fund Reserves**

Budgeted Expense: **No**

Submitted By: **Dannielle Welch, County Finance Director**

Contact: **838-3506, ext. 122**
dwelch@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **n/a**

Options: **Approve Refund**

Attachments: **email from auditor**
Copy of Sheriff's Office Financial Report at FYE'19

Dannielle Welch

From: karl@powellandjonescpa.com
Sent: Wednesday, March 4, 2020 2:03 PM
To: Dannielle Welch
Subject: RE: Audit of Grant Reimbursement for Sheriff's Office

Dannielle,

During our audit of the Taylor County Sheriff's Office we discovered a grant reimbursable amount of $14,241.38. This amount was for prior period expenses incurred by the Sheriff. After review of the documents and supporting information, we believe that the Board should return the $14,241.38 remitted to them by the Sheriff's Office. The money was associated with a reimbursable grant for the Sheriff's Office
Please let me know if you have any questions.

Thank you,

Karl Harmon

Powell & Jones, CPAs
1359 SW Main Blvd
Lake City, FL 32025
(386)719-5504 (fax)
(386)755-4200 x 16 (office)
(352)474-3233 (cell)
Karl@PowellandJonesCPA.com

This message may contain confidential and/or proprietary information and is intended solely for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: TAYLOR COUNTY SHERIFF'S OFFICE ID Number: 62-002

REPORTING FUND GROUP: General - Operating Account

REVENUES AND OTHER CREDITS
(311.000 THROUGH 390.000)

Whole Dollars Only

Account Number	Description	Amount
338.521	Shared Revenue - BCC Law Enforcement	4,281,233
338.523	Shared Revenue - BCC Corrections	2,557,821
338.581	Shared Revenue - BCC Contingency	1,000
338.585	BCC Budget Amendment	203,403
338.591	Emergency Management	103,456
338.597	DOC Restitution	236
338.601	Workman's Compensation	637
338.604	Miscellaneous Revenue	1,481
338.606	911 Coordinator and Assistant	65,765
338.617	Investigative Costs	9,611
338.622	Inmate Transport Reimbursement	1,120
338.626	JAG Grant	14,241

TOTAL REVENUES AND OTHER CREDITS 7,240,003

Duplicate this page if additional lines are needed.

(9)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2020.

Amount	Account	Account Name
Revenue:		
$20,000	003-3314116	FAA CARES Act Grant
Expenditures:		
$ 2,000	0553-54200	Utilities
$12,000	0553-55210	Petroleum Products
$ 2,000	0553-55201	General Ops Supplies
$ 4,000	0553-54620	R&M Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of June, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

SIGN & DATE

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

New FY'20 Airport Grant - CARES Act

BUDGET AMENDMENT REQUEST
2019-2020 FISCAL YEAR

DEPARTMENT: NEW GRANT FAA CARES Grant
AMENDMENT REQUEST DATE: May 26, 2020

Expenditure

Account #	Account Description	Budgeted 10/01/19	Amended Amount	Amendment
54200	Utility Services	-0-	$2,000	$2,000
Electrical services for airport grounds including terminal and fuel systems				
55210	Petroleum Products	-0-	$12,000	$12,000
Purchase of fuel for resale at the fuel stations and/or the purchase of fuel for mowing equipment.				
55201	General Op Supplies	-0-	$2,000	$2,000
Maintenance and safety supplies needed to keep airport clean and pilot safety				
54620	R&M Equipment	-0-	$4,000	$4,000
Repairs to equipment including mowing equipment and fuel system equipment.				

TOTAL BUDGET REQUEST $20,000

NEW BUDGET FOR FAA CARES GRANT TO BE EXECUTED JUNE 1, 2020 AND TO BE EXPENDED BY SEPTEMBER 30, 2020.

Melody Cox
May 26, 2020

FDOT Grant 100% Funded- No match being provided from County. Match was waivered with a REDI Waiver

U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date _____

Airport/Planning Area Perry-Foley

CARES Grant Number 3-12-0064-016-2020

Unique Entity Identifier 809397102

TO: Taylor County Board of County Commissioners
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Enter Co-Sponsor Name(s

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 20, 2020, for a grant of Federal funds at or associated with the Taylor County, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Taylor County Board of County Commissioners (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse operational and

maintenance expenses directly related to the Perry-Foley Airport, incurred no earlier than January 20, 2020, and may be used to cover airport operational and maintenance expenses. CARES Act Airport Grants funds also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of the funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $20,000

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2020.

Amount	Account	Account Name
Revenue:		
$250,000	003-3344127	FDOT Light/Signage Runway
Expenditures:		
$250,000	0552-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of June, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

New FY'20 FDOT Grant - Airport

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 E. Green Street
Perry, Florida 32347
850-838-3500 Ext 107
850-838-3501 Fax

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

Upon motion of Commissioner_____ with second by Commissioner _____ and a vote of _____ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

RESOLUTION

WHEREAS, The ***Taylor County Board of Commissioners***, and the ***State of Florida Department of Transportation (FDOT)*** have determined it to be in their mutual interest to facilitate the development of the herein described project at the ***Perry Foley Airport***, to wit:

PERRY FOLEY AIRPORT Design & Rehab R/W 12-30, Lighting & Signage
Financial Management Project No: 436767-1-94-20

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of $250,000, FDOT will be funding a maximum of $250,000 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement.

NOW THEREFORE, be it resolved, as follows:

1. The ***TAYLOR COUNTY BOARD OF COMMISSIONERS*** confirms its desire to enter into a Public Transportation Grant Agreement with the ***State of Florida Department of Transportation;***
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI);*
3. The Chairman, Pam Feagle, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Pam Feagle, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 6th day of April 2020 in Regular Session by the ***Taylor County Board of Commissioners.***

Board of County Commissioners
Taylor County, Florida

By: _____
Pam Feagle, Chairperson

Attest: _____
Annie Mae Murphy, Clerk

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2020.

Amount	Account	Account Name
$ 20,000	001-3356301	DOH-Mosquito Control Funding
$ 20,000	0277-56400	Mosquito Control Local Capital Outlay Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of June, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

Additional funding received from Dept. of Health for Mosquito Control

DETAIL BUDGET REQUEST
2019/2020 FISCAL YEAR

DEPARTMENT: MOSQUITO CONTROL (LOCAL)
DEPARTMENT #: 0277

Expenditure Account #	Account Description	Amount
56400	CAPITAL OUTLAY-EQUIPMENT	$20,000
	TOTAL BUDGET	**$ 20,000**

STAMP OF APPROVAL by Purchasing Office
[12/21/2018]
[8:45 A.M.]
[A.SMALL]

Florida Department of Health
Division of Disease Control and Health Protection
Formal Scope of Work
Domestic Mosquito Control for Zika Virus – XXXX County
SOW18-100

BUDGET AMOUNT: Dollar amount

1. PURPOSE:

This scope of work is to provide domestic mosquito control services in response to a public health emergency to mitigate the spread of the Zika virus. Contractor will provide these services to the Florida Department of Health (Department).

2. TERM:

This scope of work will begin on 12/21/2018 or the date on with the purchase order is issued, whichever is later. It will end at midnight, Eastern Time on 6/30/2019. The State of Florida's performance and obligation to pay under this purchase order and any subsequent renewal is contingent upon annual appropriation by the Legislature and satisfactory performance of the Contractor.

3. LOCATION OF WORK:

The worksite for this scope of work is the following location(s):

XXXX County BCC	Address

4. CRIMINAL BACKGROUND SCREENING:

The Department will conduct a criminal history record check, including fingerprinting, on the consultant assigned by the Contractor prior to the consultant commencing work for the Department. The Department retains sole discretion as to whether the results of the criminal history record check will result in the Contractor's employee being disqualified from performing services pursuant to this agreement.

5. CONTRACTOR RESPONSIBILITIES:

5.1. **SERVICE TASKS**: Contractor will perform integrated mosquito management including vector born disease surveillance, prevention, and response through provision of the following tasks in the time and manner specified:

5.1.1. Secure/purchase surveillance equipment including traps (CDC light, BG Sentinel, gravid, resting, NJ Light, etc.), trap parts, batteries, battery chargers, ovicups, microscopes, forceps, Petri dishes, dry ice, CO_2 canisters, dippers, basters, tongue depressors, seed germination paper, rearing chambers, environmental chambers, freezers, coolers, shipment costs to send specimens via overnight mail, other laboratory equipment and supplies such as fume hoods, throughout the term of this agreement.

5.1.2. Secure/purchase abatement materials (product and application tools) throughout the term of this agreement including:

- Adulticides, larvicides, pupicidal oils (can be granular, liquid, tabular, water dissolvable powders, etc.)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2020, to be less than the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2020.

Amount	**Account**	**Account Name**
Revenue:		
$10,000	001-3343922	FWC Artificial Reef Monitoring
Expenditures:		FWC Art. Reef Monitoring Grant
$10,000	1102-01-53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of June, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

New FY'20 FWC Artificial Reef Monitoring Grant

Dept 1102-1

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 19049

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Florida Artificial Reef Program	**CSFA No(s).:** 77-007
State Award No(s).: FWC-19049	**State Award Year(s):** 2019-20
State Award Name(s): Taylor County Artificial Reef Monitoring 2019-20	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission,**" and Taylor County Board of County Commissioners, FEID # 59-6000879, whose address is 201 East Green Street, Perry, FL 32347, hereinafter "**Grantee.**"

WHEREAS, the Commission and Grantee have partnered together to assess the material condition and fish assemblages on artificial reefs within the Buckeye Reef artificial reef permitted area; and,

WHEREAS, Grantee has been awarded the grant entitled "Taylor County Artificial Reef Monitoring 2019-20" (Grant Agreement number FWC-19049); and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 12/31/2020. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $10,000.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Pam Feagle
SIGNATURE

Name: Pam Feagle

Title: Chairman

Date: 1/21/20

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE

Name: DAN ELLIOTT

Title: Section Leader

Date: 1/28/20

Approved as to form and legality by FWC Attorney:

SIGNATURE

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2020.

Amount	Account	Account Name
Revenue:		
$48,735	001-3342007	911 Rural County Maintenance Grant
Expenditures:		
$48,735	0255-54630	R&M - Office Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of June, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

New 911 Spring Rural County Grant for '20 FY

DocuSign Envelope ID: 1EDBDFD6-DBD3-4F07-BFD6-84D0AD27BEB0

Florida E911 Board
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-0950
Tel: 850-922-7451
Fax: 850-488-9837

April 28, 2020

Taylor County Board of County Commissioners
ATTN: Finance & Accounting
P.O. Box 620
Perry, FL 32348

FEID #: 59-6000879

Subject: Spring 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 reimbursement grant award for E911 funds to improve the 911 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 Spring 2020 Rural County Grant Program grant(s) to Taylor County:

Grant Number	CSFA #	Amount Requested	Amount Approved	Purpose	Federal Funding
20-04-29	72.001	$48,734.84	$48,734.84		
			$44,834.84	E911 System Maintenance	No Association
			$3,900.00	Map Maintenance	No Association
Total Grant Awards:			**$48,734.84**		

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon • Mathew E. Matney
Christie A. Pontis • Casey E. Reed • Brad Swanson

911 Rural County Maintenance Reimbursement Grant Dept #0255

001-3342007

Revenue	Department of Management Services for Upkeep and maintenance of 911 system in rural areas	$48,734.84
Total Revenue		**$48,734.84**

0255-54630

Expenditures	R&M OFFICE MACHINES/EQUIPMENT Cost associated with repair & maint of 911	$48,734.84
Total Expenditures		**$48,734.84**

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2020.

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

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of June, 2020 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.



_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

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

GP Cellulose, LLC
20 Mercer Street
Hackensack, NJ 07601

VENDOR NUMBER	DATE	CHECK NUMBER
G194551	03-24-2020	510202

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER #	PO #/CNTR#
03/23/20	3232020	400.00	.00	400.00		00343545

0192-54620

TOTALS	400.00	.00	400.00

Detach check along this perforation.

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

GP Cellulose, LLC
20 Mercer Street
Hackensack, NJ 07601

JPMorgan Chase Bank, N.A.
Syracuse, NY
50-937
213

CHECK #: **0000510202**

DATE: 03-24-2020

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

PAY EXACTLY $********400.00

Four Hundred and 00/100 Dollars

PAY TO THE ORDER OF
TAYLOR COUNTY BOARD
PO BOX 620
PERRY FL 32348-0620

Patrick J. Boushka

VOID

⑈0000510202⑈ ⑆021309379⑆ 6018752222⑈

4/21/20
10:42:41
2,100.0

GP Cellulose, LLC
20 Mercer Street
Hackensack, NJ 07601

CHECK NUMBER
510712

K NUMBER
510712

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER #	PO #/CNTR#
04/09/20	4092020	1,000.00	.00	1,000.00	00343545	
12/31/19	20193	750.00	.00	750.00		
12/05/19	201936	350.00	.00	350.00		
TOTALS		2,100.00	.00	2,100.00		

O #/CNTR#
00343545

SCBA Refills

Baseball Sponsorships

0192-54620

RECEIVED
APR 20 2020
ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Detach check along this perforation.

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

GP Cellulose, LLC
20 Mercer Street
Hackensack, NJ 07601

JPMorgan Chase Bank, N.A.
Syracuse, NY
50-937
213

CHECK #: 0000510712

DATE: 04-10-2020

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

PAY EXACTLY $******2,100.00

Two Thousand One Hundred and 00/100 Dollars

PAY TO THE ORDER OF TAYLOR COUNTY BOARD
PO BOX 620
PERRY FL 32348-0620

Patrick J. Bouchelle

⑈0000510712⑈ ⑆021309379⑆ 6018752221⑈

(10)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to consider renewing NADIN weather data contract with DBT Transportation
Meeting Date:	June 1, 2020

Statement of Issue: The 3 year NADIN data has expired. It needs to be renewed

Recommendation: Approve the contract

Fiscal Impact: $ 1000.00 annually **Budgeted Expense**: Yes [x] No [ ] N/A [ ]

Submitted By: Ward Ketring – Airport Director

Contact: Ward Ketring

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This leased equipment broadcast the weather data from the weather station at the airport to the internet so pilots, National Weather Service and TV station can collect and use the data.

Attachments:

1. NADIN Data contract
2. Letter from Conrad Bishop

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. Annie Mae Murphy

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

May 14, 2020

VIA E-MAIL AND REGULAR MAIL

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

Re: DBT Transportation Services Contract

Dear Lawanda:

I have looked over the above Contract and make the following comments:

1. Paragraph 7.2 – Need to add that the customer expressly does not waive its sovereign immunity except as to Chapter 768.28 Florida Statutes.

2. Paragraph 8.1 - Be aware that DBT's liability is limited to their insurance coverage.

3. Paragraph 11.1 – The County should not waive jury trial.

4. This needs to be added – "This Contract shall be exclusively governed by the laws of the State of Florida."

5. This needs to be added – "Venue – Any litigation as a result of this Agreement shall be exclusively in the State Courts located in Taylor County, Florida."

DBT Transportation Services LLC
Aviation Support and Maintenance Services General Terms and Conditions
Modified for Taylor County, Florida

These terms and conditions are part of the DBT Support and Maintenance Services Agreement ("Agreement") for the Services and Equipment listed in the Order Summary ("Summary") The Agreement consists of the Summary, these terms and conditions, each Attachment identified in the Summary, and any supplemental Statement of Work executed by the parties.

1. Description of Fees and Services.
   1.1. The Annual Fee is for Periodic Maintenance and the specified number of Equipment Restoration site visits shown in the Summary.
   1.2. "Periodic Maintenance" is labor performed at the Equipment site at intervals shown in the Summary. It includes periodic inspections, functional testing, adjustments, replacement of equipment and parts which have failed or at Customer's request, and maintenance required by the Equipment manufacturer or government regulation. If the Equipment includes Road Weather Information System (RWIS) equipment, Periodic Maintenance includes an annual preseason maintenance check.
   1.3. "Equipment Restoration" is labor to replace failed or damaged equipment and parts at times other than during Periodic Maintenance visits. The number of Restoration visits included in the Annual Fee is shown in the Summary. DBT shall begin restoration work within one business day after an outage is reported and complete restoration as reasonably prompt as conditions permit.
   1.4. An "Unplanned Outage" is a DBT site visit to repair or replace failed or damaged equipment and parts other than during Periodic Maintenance and in excess of the number of Equipment Restoration visits included in the Annual Fee. Unplanned Outage Fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.

1.5. A "Facility Visit" is an appearance by DBT, at Customer request, to attend or participate in an FAA inspection. Facility Visit fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.

1.6. "NADIN DataLink" connects the Customer's AWOS observations to the FAA's Weather Message Switching Center (WMSCR) through the National Airspace Data Interchange Network (NADIN) for dissemination as Meteorological Terminal Aviation Routine Weather Reports (METARs).

1.7. The Holiday Fee is assessed on a per diem basis whenever any Services or facility visits are performed on a Holiday. The Holiday Fee is in addition to any other fees. By way of example, if repair for an Unplanned Outage is required on a Holiday, Customer will pay both the Unplanned Outage fee and a Holiday Fee. "Holidays" are New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day.

1.8. A "Cancellation/Delay Fee" is charged in addition to any other applicable fees, when DBT appears at the Customer's location for a scheduled visit but is unable to enter the airport property or access the Equipment for any reason.

1.9. All fees are for labor only. Customer is responsible for the cost of all equipment, replacement parts and other materials. DBT agrees to use Customer's inventory of replacement parts and will invoice Customer for any parts or materials not available in Customer's inventory. Customer is advised to maintain a current list of its replacement parts inventory, which shall be provided to DBT at DBT's reasonable request but, in any event, prior to any visit for service or maintenance.

2. Customer Responsibilities. In addition to the payment of fees and the other obligations under this Agreement, Customer shall be responsible for:

2.1. Monitoring the status of the systems following maintenance;

2.2. Security in and around the Equipment;

2.3. Maintaining the grounds and buildings associated with the Equipment in good repair and in compliance with all federal, state and local rules and regulations.

2.4. Providing DBT transportation from the airport and access to the Equipment site during normal business hours upon reasonable notice, and outside of normal business hours as may be necessary for repairs;

2.5. Loss or damage to the Equipment for causes other than actions by DBT. Customer is encouraged to obtain its own insurance to cover any such loss or damage; and

2.6. Issuing NOTAMs (Notices to Airmen) and other public notices relating to the status of the Equipment.

3. Payment, Payment Default, and Right to Dispute.

3.1. Payment of Invoices. DBT will invoice Customer annually, quarterly or monthly, as applicable, for the fees and other charges described in this Agreement and the Summary. Payment of each invoice is due, in US Dollars, within 30 days of the invoice date (the invoice's "Due Date").

3.2. Payment Default. If Customer does not pay an invoice by the Due Date or if Customer files or has filed against it any voluntary or involuntary Bankruptcy petition, or becomes subject to an assignment for the benefit or creditors, receivership or other insolvency proceeding (individually and collectively, a "Payment Default"), DBT may take any and of the following actions, individually or in combination:

3.2.1. Cease performing or refuse to perform Services which have not been paid for;

3.2.2. Require a cash deposit, standby letter of credit, or such other assurance of payment DBT may deem appropriate, as a condition to providing any labor or materials requiring payment of fees and expenses in additional to the Annual Fee;

3.2.3. Terminate this Agreement.

3.3. Customer Right to Dispute Charges. Customer may in good faith dispute and withhold payment of all or any part of an invoice by paying the undisputed balance of the invoice and giving DBT written notice of the disputed amount and a reasonable description of the basis for the dispute on or before the invoice Due

Date. The parties shall confer in a good faith attempt to resolve the dispute within ten business days after DBT receives notice of the dispute. If the resolution of the dispute requires an invoice adjustment, Customer shall pay the adjusted amount within 10 business days. If the parties are unable to agree on a resolution to the dispute, DBT may, without further notice, exercise any of its rights for a Payment Default.

4. Termination.

4.1. Termination for Material Breach. Except with respect to a Payment Default to which paragraphs 3.2 and 3.3 apply, in the event of a material breach of this Agreement, the party claiming the breach shall notify the other in writing, describing the breach in reasonable detail. The party accused of the breach shall have 30 days from receipt of notice of breach to cure the breach. If the breach is not cured within the 30-day period, the party claiming the breach may, by written notice to the other party, immediately terminate this Agreement.

4.2. Termination without cause for Force Majeure. A delay or failure to perform for a reason described in paragraph 10 (Force Majeure) shall not be considered a material breach of this Agreement. However, if a delay or failure to perform for a Force Majeure reason continues for a period of 120 consecutive days and there is no reasonably foreseeable remedy or cure available, this Agreement may thereafter be terminated by either party upon ten days written notice.

4.3. Obligations upon Termination. Upon termination of this Agreement for any reason:

4.3.1. Customer shall pay each outstanding invoice by its Due Date;

4.3.2. DBT will submit a final invoice for unpaid services provided and non-refundable costs incurred prior to the effective date of termination, all of which will be due and payable by the Due Date.

4.3.3. All payments made by Customer to DBT prior to the effective date of termination shall be non-refundable.

4.3.4. Each party shall promptly return all Confidential Information belonging to the other party.

5. Performance Warranty and Disclaimer of Other Warranties.
   5.1. DBT represents and warrants it will perform the Services in a professional manner consistent with generally accepted industry standards, using qualified field technicians and other personnel, all of whom shall have and maintain any certifications and licenses required by the FAA
   5.2. Except as expressly provided in this paragraph 5, DBT PROVIDES ALL SERVICES "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, DBT MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE RELIABILITY OR ACCURACY OF DATA OR INFORMATION GENERATED OR TRANSMITTED BY ANY EQUIPMENT OR SOFTWARE, AS WELL AS ANY WHICH MAY ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
   5.3. DBT IS NOT RESPONSIBLE FOR ANY DAMAGES OR LIABILITY ARISING OUT OF THIRD-PARTY PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE USED BY DBT IN THE COURSE OF PROVIDING SERVICES UNDER THIS AGREEMENT.
6. Insurance. During the term (including the term of any renewal) of this Agreement and for one year thereafter, DBT shall maintain (a) workers compensation coverage as required by federal law and the law of the state in which work is performed; (b) Commercial General Liability insurance, including completed operations and contractual liability coverage, with minimum limits of $1,000,000 per occurrence for bodily injury, death and property damage; and (c) Aviation product liability insurance with minimum limits of $1,000,000. Required insurance shall be written by companies reasonably satisfactory to Customer and authorized to do business in Customer's state, include Customer as additional insured with respect to liabilities arising out of activities performed by DBT under this Agreement, and provide for at least thirty days written notice to Customer prior to cancellation. DBT shall furnish Customer evidence of required insurance upon Customer's reasonable request.

7. Indemnification.
   7.1. DBT shall defend, indemnify and hold Customer, its elected or appointed officials, officers, members, agents, and employees, harmless from any and all demands, suits, actions, proceedings and other claims of any kind or nature, brought against Customer to the extent they arise out of DBT's performance of this Agreement, except those resulting from Customer's negligent, willful or intentional acts.
   7.2. Customer shall defend, indemnify and hold DBT, its officers, members, consultants, contractors, agents, and employees, harmless from any and all demands, suits, actions, proceedings and other claims of any kind or nature, brought against DBT to the extent they arise out of Customer's obligations under this Agreement, except those resulting from DBT's negligent, willful or intentional acts. The Customer expressly does not waive its sovereign immunity except as to Chapter 768.28 Florida Statutes.
   7.3. A party seeking indemnification ("Indemnitee") from the other ("Indemnitor") must (a) not be in default under this Agreement; (b) notify the Indemnitor in writing within ten business days of receipt of the assertion of a claim and, in addition, within ten business days of the receipt of service or process or notice of the commencement of any lawsuit or other proceeding. The parties shall cooperate fully with each other in the defense of all claims, and neither shall admit, settle, or consent to the entry of any judgment in any claim without the other's prior written consent, which may not reasonably be withheld.
8. Limitations of Damages
   8.1. DBT's maximum liability to Customer shall be limited to sums actually afforded and paid in settlement of a claim or satisfaction of a judgment by DBTs insurance policies required in paragraph 6, excepting claims for damages or equitable relief for beaching confidential and proprietary information obligations in paragraph 9.
   8.2. Excepting claims for damages or equitable relief for beaching confidential and proprietary information obligations is paragraph 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidential and Proprietary Information.

9.1. The parties acknowledge each may, in the course of performing this Agreement, receive or have access to information belonging to the other, including but not limited to, business operations, current and future product plans, equipment, software and other product specifications and manuals, patents, copyrights and other intellectual property, personnel information, personal information of individuals protected by federal or state law and other information which. under the circumstances, would appear to a reasonable person to be confidential or proprietary ("Confidential Information"). Confidential Information does not include information which: (a) was or becomes known to the receiving party (other than disclosure by the disclosing party) from a source other than one having a duty of confidentiality, (b) becomes a matter of public knowledge other than by a breach of this Agreement, or (c) is required to be released by law, regulation or legal process, provided that the receiving party gives prompt written notice to the disclosing party in sufficient time to object to the release and cooperates with the disclosing party in any efforts to prevent the release.

9.2. The receiving party shall use the other's Confidential Information only as needed for the performance of this Agreement. Disclosure to employees, contractors, subcontractors and consultants shall be on a "need to know" basis. The receiving party shall not disclose Confidential Information to any other person or entity without the written approval of the disclosing party. Each party shall protect the other's Confidential Information with the same degree of care as the partywould use for the protection of its own information, but no less than reasonable care and, with respect to personal information, with the degree of care required by applicable law.

9.3. Nothing in the Agreement shall be construed to grant either party any license or other right or interest in any trademark, patent, copyright or other intellectual

property of the other.

9.4. Notwithstanding any other provision of this Agreement, each party shall be entitled to pursue any legal or equitable remedy, including injunctive relief, against the other or against any third party with regard to any misuse, misappropriation or breach of this paragraph 9. This paragraph 9 shall survive termination of this Agreement.

10. Force Majeure. Neither party shall be liable for delay or failure in performance due acts of God, acts of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations which were not applicable on the date this Agreement was executed, or other causes beyond the party's reasonable control, the sole remedy for such failure or delay being termination of the Agreement pursuant to paragraph 4.2.

11. Resolution of Disputes.

11.1. Omitted.

11.2. Allocation of legal fees and costs. The prevailing party in any litigation or other dispute resolution procedure brought to enforce the terms of this Agreement shall be entitled to an award of its legal fees and costs.

12. Notice. Notices and other communications shall be in tangible, readable form sent to a party at the address, fax number or email address listed on the Summary or to any other contact information a party may designate later. Notice shall be deemed to have been delivered (i) on the date delivered in person; (ii) on the earlier of the date actually received by the recipient or three business days after being deposited with the United States Postal Service or any other nationally recognized delivery service (such as UPS or FedEx) which provides proof of delivery, even if not actually received; (iii) on the date shown on the fax delivery confirmation; or (iv) on the date the recipient manually

acknowledges receipt by return email (automated email delivery or read receipts are insufficient).

13. General Provisions.

13.1. The parties are independent contractors with respect to each other. This Agreement and its performance do not create any agency, partnership, joint venture, employment or similar relationship between them. Neither party has the right or authority to create an obligation or responsibility for the other.

13.2. The parties shall comply with all federal and state laws applicable to their respective operations, including but not limited to all export laws and regulations of the United States.

13.3. Each party represent that it is authorized to enter into this Agreement and performing it does not and will not violate or conflict with any law, regulation or existing obligation which may apply to it. DBT represents it is authorized to do business in Customer's state.

13.4. This Agreement contains the entire agreement and understanding between the parties relating to the subject described in this Agreement, superseding and replacing all prior agreements, representations and understandings, oral or written, between the parties.

13.5. This Agreement can only be modified, amended or waived through a writing signed by both parties. Waiving or failing to insist on strict performance of any term, condition or obligation shall not constitute or be construed as a waiver of a party's right to enforce the same or any other provision.

13.6. If any provision of this Agreement is held to be invalid or unenforceable, it shall be severable, and the remaining provisions shall be enforced to the full extent permitted by law.

13.7. This Agreement is not intended to, and does not create, any third-party beneficiary or other rights or remedies in favor of any person other than the parties.

13.8. This Agreement may be executed in multiple counterparts, all of which, taken together, shall be deemed to be a single document. A facsimile of this Agreement or any signature shall be considered for all purposes as an original.

13.9. This contract shall be exclusively governed by the laws of the State of Florida.

13.10. Venue – Any litigation as a result of this Agreement shall be exclusively in the State Courts located in Taylor County, Florida.

DBT
TRANSPORTATION SERVICES

AVIATION SUPPORT AND MAINTENANCE SERVICES
Order Summary

Contracted Party:	**Serviced Customer:** (physical address)
Taylor County 201 East Green Street Perry, FL 32347	Perry-Foley Airport (40J) 511 Industrial Drive Perry, FL 32348

The Effective Date of this Agreement is May 21st, 2020.

The Term of this Agreement shall be for a period of 3 year(s) from the Effective Date.

Services (check as applicable)
☐ Periodic/Pre-Season Maintenance
☐ Equipment Restoration
☒ NADIN DataLink Service
☐ Other Data Services

Equipment	**Manufacturer/Model**	**Equipment**	**Manufacturer/Model**
☐ VOR		☐ RWIS Runway	
☐ DME		☐ ATIS	
☐ LOC		☐ NDB	
☐ GS		☐ Control Tower	
☐ AWOS		☐ Markers	
☐ RVR		☐ Other	

Fees		Contract Total: $3,000.00
Annual Fee	$ 1,000.00	Invoiced Annually
Unplanned Outage Fee	$ 1,500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	$ 1,500.00	per day (ex. flight check)
Holiday Fee	$ 500.00	Additional to Unplanned Outage Fee
Cancellation/Delay Fee	$ 500.00	per day

*Definitions of Terms and Conditions

Airport Manager: Ward Ketring

Email Address: airport@taylorcountygov.com

Phone Number: 850-838-3519 (Ofc); 850-838-6075 (Cell)

Statement of Work and Additional Terms
Attachment 1: Aviation Support and Maintenance Services General Terms and Conditions, Rev.1 *Modified for Taylor County, Florida Attachment 2: Statement of Work

Pricing Year 1: 1,000.00
Pricing Year 2: 1,000.00
Pricing Year 3: 1,000.00

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services		Perry-Foley Airport (40J)
By: Michael Trosclair	By:	
Title: Sales Manager	Title:	
Date: May 14th, 2020	Date:	

DBT
TRANSPORTATION SERVICES

Statement of Work

1. Description of Equipment Services

1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and AC 150/5220-16D as they may be modified or superseded from time to time.

1.2 **Equipment Restoration**. In the event of an unplanned equipment failure or outage, DBT Transportation Services shall respond to or notify the customer as to the restoration plan of action within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.

1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.

1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Testing Equipment and Replacement Parts – Navaids Only (ILS, LOC, GS, VOR, DME, NDB etc)

2.1 Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by DBT when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's Inventory, DBT will provide such part(s) and invoice the Customer for required part(s). If customer does not have the necessary spare parts available for use in restoring the Equipment, DBT reserves the right to charge $1500 for a return trip charge, if necessary to and solely for the purpose of restoring downed equipment.

3. Data Service – NADIN

3.1 AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the Federal Aviation Administration's (FAA) Weather Message Switching Center Replacement ("WMSCR") System. DBT Transportation shall provide the AWOS observations to WMSCR in accordance with FAA specifications every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to consider accepting T hangar lease at Perry Foley Airport
Meeting Date:	June 1, 2020

Statement of Issue: This is a new lease for airport T hangar number 5 by Grant Merrill Frownfelter

Recommendation: Approve the contract

Fiscal Impact: $ 160.00 income monthly **Budgeted Expense**: Yes [ ] No [ ] N/A [x]

Submitted By: Ward Ketring – Airport Director

Contact: Ward Ketring

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This a lease for T hangar 5 at the airport

Attachments:

1. T Hangar lease agreement
2.

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

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

Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 22 day of May, 2020 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and Grant Frownfelter ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Hangar:**

   Lessor hereby leases to Lessee Hangar# 5 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

   Make/Model/Color: Lancair 360 White

   Registration No. 314G (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

   The term of this agreement shall commence on the 22 day of May, 2020 and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

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

4. **Service Provided:**

Aircraft T-Hangar defined.

a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,

b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of a least 1 ½ hours.

c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

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

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

5. **Obligations of the Lessee:**

a. Storage: The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.

b. Building Maintenance and Repair: The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.

c. Use of Hangar: T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance,** as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

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

e. Environmental Laws:

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

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

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

f. Fire and Building Codes/Extinguisher:

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

g. Access:

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

h. Termination:

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

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

i. Regulatory Review:

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

6. **Sublease/Assignments:**

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

7. **Condition of Premises:**

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

8. **Alterations:**

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

9. Insurance:

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

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

a. Bodily Injury - $50,000 and

b. Property Damage - $500,000 per accident.

c. Claims payable by occurrence.

10. **Casualty:**

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

11. **Indemnity-Force Majeure:**

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

12. **Disclaimer of Liability:**

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

13. **Default:**

This Agreement shall be breached if:

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

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

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

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

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

Governing Law:

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

15. **Relationship of Parties:**

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

16. **Appurtenant Privileges:**

a. Use of Airport Facilities:

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

b. Maintenance of Airport Facilities:

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

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

17. **Nonexclusive Rights:**

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

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

18. **Remedies Cumulative:**

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

19. **Notice:**

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

1. If to Lessor Representative, address to:

   PERRY – FOLEY AIRPORT

   401 INDUSTRIAL PARK DR.

   PERRY, FL. 32348

   ATTN: MELODY COX

2. If to Lessee, address to:

   Grant Frownfelter

   17501 Hickory Ridge Rd

   Fenton MI 48430

   810-623-4260

   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 Director or Airport Manager

Lessee: Grant Frownfelter

By:_____

Title: Owner

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

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

(12)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to review and approve the Community Transportation Coordinator (CTC) Annual Evaluation 2019-2020 as required by the Florida Commission for the Transportation Disadvantaged.**
MEETING DATE REQUESTED:	**June 1, 2020**

Statement of Issue: Board to review and approve the CTC (Big Bend Transit) Annual Evaluation 2019-2020 for the local transportation disadvantaged programs.

Recommended Action: Approve the CTC Annual Evaluation.

Budgeted Expense: The CTC Annual Evaluation is a requirement for the County to receive funding from the Florida Commission for the Transportation Disadvantaged.

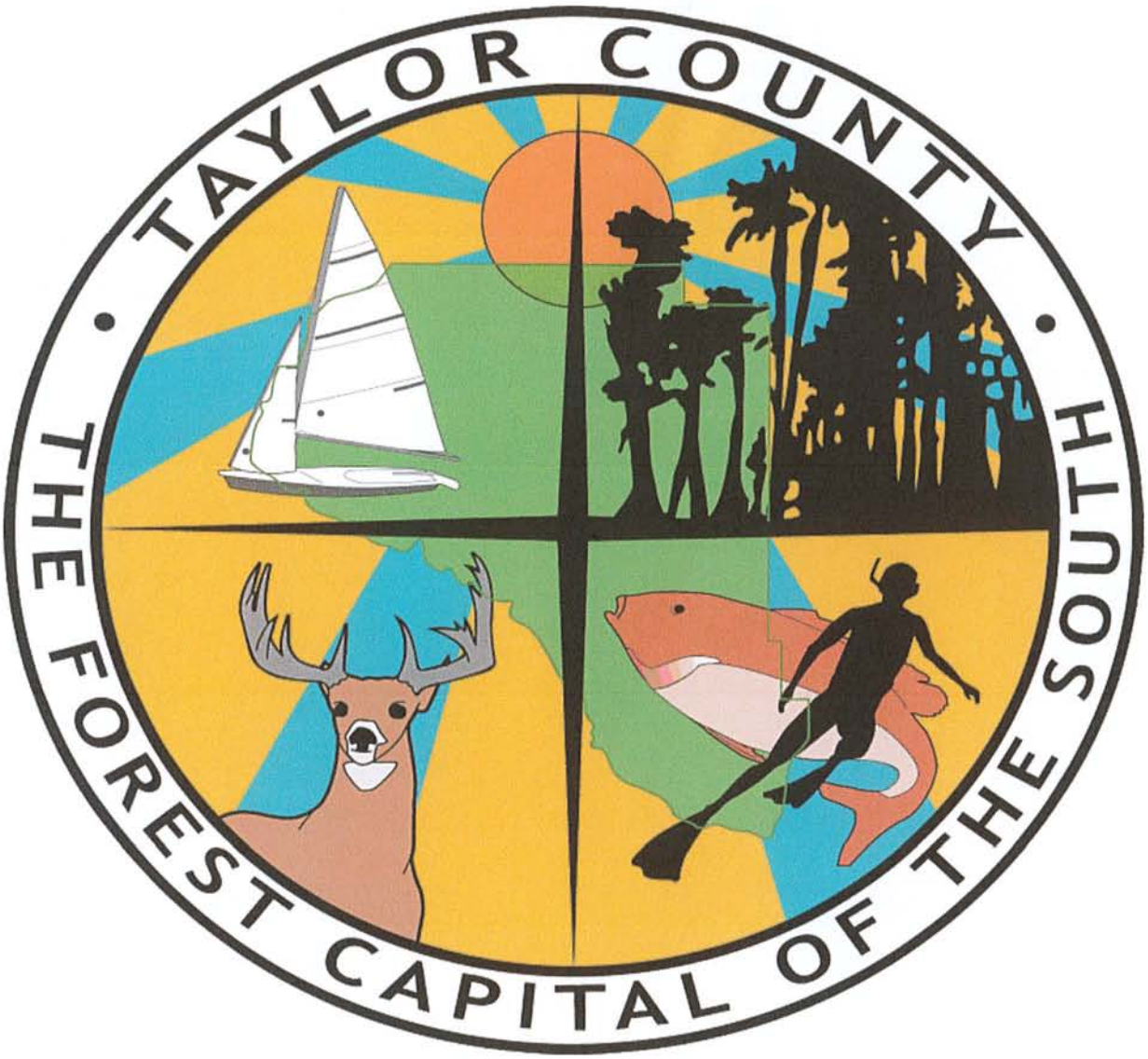
Submitted By: Jami Evans

Contact: Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per the terms of the Planning Grant Agreement, the CTC Annual Evaluation is a requirement. There were no negative findings and no complaints have been filed with the Transportation Disadvantaged helpline in reference to the CTC. The Local Coordinating Board for the Transportation Disadvantaged approved the annual evaluation at the May 28, 2020 meeting.

Attachments: CTC Annual Evaluation Workbook and attachments



2019-2020 CTC Evaluation

TAYLOR COUNTY LOCAL COORDINATING BOARD
COMMUNITY TRANSPORTATION COORDINATOR
REVIEW FY 2019-2020

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CTC Evaluation Workbook

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CTC

EVALUATION WORKBOOK

Florida Commission for the



Transportation Disadvantaged

CTC BEING REVIEWED: Big Bend Transit

COUNTY (IES): Taylor

ADDRESS: P.O. Box 1721, Tallahassee, FL 32302

CONTACT: Shawn Mitchell **PHONE:** 850-574-6266

REVIEW PERIOD: FY 2019-2020 **REVIEW DATES:** 11/19,12/16, 5/14

PERSON CONDUCTING THE REVIEW: J. Evans,T. Copeland, D. Knight

CONTACT INFORMATION: Jami Evans 850-838-3553

FORMATTED 2011 – 2012

LCB EVALUATION WORKBOOK

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REVIEW CHECKLIST & SCHEDULE

COLLECT FOR REVIEW:

- ☐ APR Data Pages
- ☒ QA Section of TDSP
- ☒ Last Review (Date: 5/08/2018)
- ☐ List of Omb. Calls
- ☐ QA Evaluation
- ☒ Status Report (from last review)
- ☒ AOR Submittal Date
- ☐ TD Clients to Verify
- ☐ TDTF Invoices
- ☐ Audit Report Submittal Date

ITEMS TO REVIEW ON-SITE:

- ☒ SSPP
- ☐ Policy/Procedure Manual
- ☒ Complaint Procedure
- ☒ Drug & Alcohol Policy (see certification)
- ☒ Grievance Procedure
- ☐ Driver Training Records (see certification)
- ☐ Contracts
- ☐ Other Agency Review Reports
- ☐ Budget
- ☐ Performance Standards
- ☐ Medicaid Documents

ITEMS TO REQUEST:

☐ **REQUEST INFORMATION FOR RIDER/BENEFICIARY SURVEY** (Rider/Beneficiary Name, Agency who paid for the trip [sorted by agency and totaled], and Phone Number)

☐ **REQUEST INFORMATION FOR CONTRACTOR SURVEY** (Contractor Name, Phone Number, Address and Contact Name)

☐ **REQUEST INFORMATION FOR PURCHASING AGENCY SURVEY** (Purchasing Agency Name, Phone Number, Address and Contact Name)

☐ **REQUEST ANNUAL QA SELF CERTIFICATION** (Due to CTD annually by January 15th).

☐ **MAKE ARRANGEMENTS FOR VEHICLES TO BE INSPECTED** (Only if purchased after 1992 and privately funded).

INFORMATION OR MATERIAL TO TAKE WITH YOU:

☐ Measuring Tape ☐ Stop Watch

EVALUATION INFORMATION

An LCB review will consist of, but is not limited to the following pages:

1	Cover Page
5 - 6	Entrance Interview Questions
12	Chapter 427.0155 (3) Review the CTC monitoring of contracted operators
13	Chapter 427.0155 (4) Review TDSP to determine utilization of school buses and public transportation services
19	Insurance
23	Rule 41-2.011 (2) Evaluation of cost-effectiveness of Coordination Contractors and Transportation Alternatives
25 - 29	Commission Standards and Local Standards
39	On-Site Observation
40 – 43	Surveys
44	Level of Cost - Worksheet 1
45- 46	Level of Competition – Worksheet 2
47 - 48	Level of Coordination – Worksheet 3

Notes to remember:

- **The CTC should not conduct the evaluation or surveys. If the CTC is also the PA, the PA should contract with an outside source to assist the LCB during the review process.**
- **Attach a copy of the Annual QA Self Certification.**

ENTRANCE INTERVIEW QUESTIONS

INTRODUCTION AND BRIEFING:

☑ Describe the evaluation process (LCB evaluates the CTC and forwards a copy of the evaluation to the CTD).

☑ The LCB reviews the CTC once every year to evaluate the operations and the performance of the local coordinator.

The LCB will be reviewing the following areas:

- ☑ Chapter 427, Rules 41-2 and 14-90, CTD Standards, and Local Standards
- ☑ Following up on the Status Report from last year and calls received from the Ombudsman program.
- ☑ Monitoring of contractors.
- ☑ Surveying riders/beneficiaries, purchasers of service, and contractors

☑ The LCB will issue a Review Report with the findings and recommendations to the CTC no later than 30 working days after the review has concluded.

☑ Once the CTC has received the Review Report, the CTC will submit a Status Report to the LCB within 30 working days.

☑ Give an update of Commission level activities (last meeting update and next meeting date), if needed.

USING THE APR, COMPILE THIS INFORMATION:

1. OPERATING ENVIRONMENT:

   ☑ RURAL ☐ URBAN

2. ORGANIZATION TYPE:

   ☐ PRIVATE-FOR-PROFIT
   ☑ PRIVATE NON-PROFIT
   ☐ GOVERNMENT
   ☐ TRANSPORTATION AGENCY

3. NETWORK TYPE:

- ☒ SOLE PROVIDER
- ☐ PARTIAL BROKERAGE
- ☐ COMPLETE BROKERAGE

4. NAME THE OPERATORS THAT YOUR COMPANY HAS CONTRACTS WITH:

Not applicable.

5. NAME THE GROUPS THAT YOUR COMPANY HAS COORDINATION CONTRACTS WITH: Not applicable. BBT does not have Coordination Contracts.

Coordination Contract Agencies				
Name of Agency	**Address**	**City, State, Zip**	**Telephone Number**	**Contact**

6. NAME THE ORGANIZATIONS AND AGENCIES THAT PURCHASE SERVICE FROM THE CTC AND THE PERCENTAGE OF TRIPS EACH REPRESENTS? (Recent APR information may be used)

Name of Agency	% of Trips	Name of Contact	Telephone Number
CTD	39.9%	Sheri Powers	850-410-5718
AHCA	12.1%	Deweece Ogden	904-789-4267
TAYLOR CO. BOCC	34.1%	Jami Evans	850-838-3553

7. **REVIEW AND DISCUSS TD HELPLINE CALLS:**

	Number of calls	Closed Cases	Unsolved Cases
Cost	0		
Medicaid	0		
Quality of Service	0		
Service Availability	0		
Toll Permit	0		
Other	0		

GENERAL QUESTIONS

Use the TDSP to answer the following questions. If these are not addressed in the TDSP, follow-up with the CTC.

1. DESIGNATION DATE OF CTC: 7/01/2016

2. WHAT IS THE COMPLAINT PROCESS?

   See attachment.

   IS THIS PROCESS IN WRITTEN FORM? ☒ Yes ☐ No
   (Make a copy and include in folder)

   Is the process being used? ☒ Yes ☐ No

3. DOES THE CTC HAVE A COMPLAINT FORM? ☒ Yes ☐ No
   (Make a copy and include in folder)

4. DOES THE COMPLAINT FORM INCORPORATE ALL ELEMENTS OF THE CTD'S UNIFORM SERVICE REPORTING GUIDEBOOK?

   ☒ Yes ☐ No

5. DOES THE FORM HAVE A SECTION FOR RESOLUTION OF THE COMPLAINT?

   ☒ Yes ☐ No

   Review completed complaint forms to ensure the resolution section is being filled out and follow-up is provided to the consumer.

6. IS A SUMMARY OF COMPLAINTS GIVEN TO THE LCB ON A REGULAR BASIS?

   ☒ Yes ☐ No

7. WHEN IS THE DISSATISFIED PARTY REFERRED TO THE TD HELPLINE?

   See Grievance Procedures attachment. Every effort will be made by the CTC and the LCB to satisfy the rider/party prior to referring to the TD Helpline.

8. WHEN A COMPLAINT IS FORWARDED TO YOUR OFFICE FROM THE OMBUDSMAN PROGRAM, IS THE COMPLAINT ENTERED INTO THE LOCAL COMPLAINT FILE/PROCESS?

   ☒ Yes ☐ No

   If no, what is done with the complaint?

9. DOES THE CTC PROVIDE WRITTEN RIDER/BENEFICIARY INFORMATION OR BROCHURES TO INFORM RIDERS/ BENEFICIARIES ABOUT TD SERVICES?

☒ Yes ☐ No If yes, what type?

Big Bend Transit (the CTC) provides brochures to riders and the brochure is distributed at key user locations in the County such as the VA office and clinic, the health department and County offices. The brochure is an attachment.

10. DOES THE RIDER/ BENEFICIARY INFORMATION OR BROCHURE LIST THE OMBUDSMAN NUMBER?

☒ Yes ☐ No

11. DOES THE RIDER/ BENEFICIARY INFORMATION OR BROCHURE LIST THE COMPLAINT PROCEDURE?

☒ Yes ☐ No

12. WHAT IS YOUR ELIGIBILITY PROCESS FOR TD RIDERS/ BENEFICIARIES?
By application in which applicants must qualify in one or more of the following areas: age, income, or mental and/or physical disability.

Please Verify These Passengers Have an Eligibility Application on File:

TD Eligibility Verification			
Name of Client	**Address of client**	**Date of Ride**	**Application on File?**

13. WHAT INNOVATIVE IDEAS HAVE YOU IMPLEMENTED IN YOUR COORDINATED SYSTEM?

As a rural area with a large service area, the CTC works closely with adjacent counties to maximize available transportation services. The CTC works closely with the County to provide special programs/services such as the annual holiday shuttle and Veterans programs.

14. ARE THERE ANY AREAS WHERE COORDINATION CAN BE IMPROVED?

The CTC works closely with the County ensuring the best possible services are provided with available funding. The County hopes to expand its program to offer more services to the coastal communities located in the south end of the County, particularly Steinhatchee. The CTC currently provides door to door service for these areas and is continuing to evaluate the feasibility of providing more expanded services.

15. WHAT BARRIERS ARE THERE TO THE COORDINATED SYSTEM?

Distance and Financial. Taylor County is a rural county designated as one of "critical economic concern" and a Rural Area of Opportunity. The County is one of the largest in the state with 1,233 square miles and distance is also a barrier. The south end of the County is more than 40 miles from services such as medical and retail outlets. Travel is made more difficult due to more than half of the roads in the County being unpaved.

16. ARE THERE ANY AREAS THAT YOU FEEL THE COMMISSION SHOULD BE AWARE OF OR CAN ASSIST WITH?

Big Bend Transit (BBT) has been very responsive to the Taylor County LCB and staff. The Taylor County Board of Commissioners as well as the LCB have been pleased with BBT and the service they provide our citizens. BBT has always went above and beyond assisting the County with transportation needs and addressing any concerns or requests the County may have.

17. WHAT FUNDING AGENCIES DOES THE CTD NEED TO WORK CLOSELY WITH IN ORDER TO FACILITATE A BETTER-COORDINATED SYSTEM?

Department of Elderly Affairs or Senior Services. There seems to be a gap in the transportation services offered to seniors in Taylor County. Outlying rural areas definitely lack access to TD services. TD services are completely unaffordable in the outlying rural areas to many of our low income residents due to distance.

18. HOW ARE YOU MARKETING THE VOLUNTARY DOLLAR?

Voluntary dollars are used for the local "in town" shuttle program, Veteran's programs, Special Needs Adult Program (SNAP), and transportation for local participants in the Special Olympics. The County offers free transportation on the "in town" shuttle for all riders during the month of December. For the past three holiday seasons a local supporter donated funds to the County for the free holiday shuttle due to the past success and need for the transportation services.

GENERAL QUESTIONS

Findings:

There are no findings which had a negative impact on the program. BBT responds immediately to requests made by the Taylor County BOCC, Planning Grant Manager and the LCB. BBT works hard to satisfy local riders and is very responsive to any rider complaint. BBT has become a valuable member of the community and has gone above and beyond to provide assistance in any way possible to the County. Our riders, as well as the Board of Commissioners and the LCB know BBT truly cares about the welfare of the citizens of Taylor County not just the TD population.

Recommendations:

Continue to meet riders needs and ensure complaints are addressed in a timely manner. Continue to work closely with the County addressing the needs of the local transportation disadvantaged as well as the local "in town" shuttle riders. Good job!

COMPLIANCE WITH CHAPTER 427, F.S.

Review the CTC contracts for compliance with 427.0155(1), F.S.
"Execute uniform contracts for service using a standard contract, which includes performance standards for operators."

ARE YOUR CONTRACTS UNIFORM? ☐ Yes ☐ No

IS THE CTD'S STANDARD CONTRACT UTILIZED? ☐ Yes ☐ No

DO THE CONTRACTS INCLUDE PERFORMANCE STANDARDS FOR THE TRANSPORTATION OPERATORS AND COORDINATION CONTRACTORS?

☐ Yes ☐ No

DO THE CONTRACTS INCLUDE THE PROPER LANGUAGE CONCERNING PAYMENT TO SUBCONTRACTORS? (Section 21.20: Payment to Subcontractors, T&E Grant, and FY)

☐ Yes ☐ No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☐ Yes ☐ No

Operator Name	Exp. Date	SSPP	AOR Reporting	Insurance
The CTC has no outside				
contracts with operators at				
this time.				

COMPLIANCE WITH CHAPTER 427, F.S.

Review the CTC last AOR submittal for compliance with 427. 0155(2)
"Collect Annual Operating Data for submittal to the Commission."

REPORTING TIMELINESS

Were the following items submitted on time?

a. Annual Operating Report ☒ Yes ☐ No

Any issues that need clarification? ☐ Yes ☒ No

Any problem areas on AOR that have been re-occurring?

List: There have been no re-occurring problem areas.

b. Memorandum of Agreement ☒ Yes ☐ No

c. Transportation Disadvantaged Service Plan ☒ Yes ☐ No

d. Grant Applications to TD Trust Fund ☒ Yes ☐ No

e. All other grant application (100 %) ☒ Yes ☐ No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:

CTC was in compliance with Chapter 427, F.S. A copy of the last AOR is included in the evaluation attachments. There were no issues in the AOR that need clarification or were problematic. The CTC (Big Bend Transit) was reappointed to serve as the CTC in Taylor County in July 2016. The MOA will be in effect from July 1, 2016 to June 30, 2021.

COMPLIANCE WITH CHAPTER 427, F.S.

Review the CTC monitoring of its transportation operator contracts to ensure compliance with 427.0155(3), F.S.
"Review all transportation operator contracts annually."

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS OPERATOR(S) AND HOW OFTEN IS IT CONDUCTED?

Daily monitoring and annual monitoring passenger surveys are conducted by the General Manager. BBT has a System Safety Program and Driver Alert Program. BBT obtained the Bus Transit System Annual Safety and Security Certification and the FDOT Certificate of Compliance required for Section 5311 funding. BBT currently does not use outside operators or contractors.

Is a written report issued to the operator? ☒ Yes ☐ No

If **NO**, how are the contractors notified of the results of the monitoring?

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS COORDINATION CONTRACTORS AND HOW OFTEN IS IT CONDUCTED?

Not applicable as BBT doesn't use a Coordination Contractor in Taylor County.

Is a written report issued? ☐ Yes ☐ No

If **NO**, how are the contractors notified of the results of the monitoring?

WHAT ACTION IS TAKEN IF A CONTRACTOR RECEIVES AN UNFAVORABLE REPORT?

Not applicable.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

ASK TO SEE DOCUMENTATION OF MONITORING REPORTS.

COMPLIANCE WITH CHAPTER 427, F.S.

Review the TDSP to determine the utilization of school buses and public transportation services [Chapter 427.0155(4)]
"Approve and coordinate the utilization of school bus and public transportation services in accordance with the TDSP."

HOW IS THE CTC USING SCHOOL BUSES IN THE COORDINATED SYSTEM?

The CTC does not utilize school buses in Taylor County.

Rule 41-2.012(5)(b): *"As part of the Coordinator's performance, the local Coordinating Board shall also set an annual percentage goal increase for the number of trips provided within the system for ridership on public transit, where applicable. In areas where the public transit is not being utilized, the local Coordinating Board shall set an annual percentage of the number of trips to be provided on public transit."*

HOW IS THE CTC USING PUBLIC TRANSPORTATION SERVICES IN THE COORDINATED SYSTEM?

☒ N/A

IS THERE A GOAL FOR TRANSFERRING PASSENGERS FROM PARATRANSIT TO TRANSIT?

☐ Yes ☒ No

If YES, what is the goal?

Not applicable.

Is the CTC accomplishing the goal? ☐ Yes ☐ No

Not applicable.

IS THE CTC IN COMPLIANCE WITH THIS REQUIREMENT? ☒ Yes ☐ No

Comments:
Taylor County does not have a public transit system.

COMPLIANCE WITH CHAPTER 427, F.S.

Review of local government, federal and state transportation applications for TD funds (all local, state or federal funding for TD services) for compliance with 427.0155(5).
"Review all applications for local government, federal, and state transportation disadvantaged funds, and develop cost-effective coordination strategies."

IS THE CTC INVOLVED WITH THE REVIEW OF APPLICATIONS FOR TD FUNDS, IN CONJUNCTION WITH THE LCB? (TD Funds include *all* funding for transportation disadvantaged services, i.e. Section 5310 [formerly Sec.16] applications for FDOT funding to buy vehicles granted to agencies who are/are not coordinated)

☒ Yes ☐ No

If Yes, describe the application review process.

The CTC prepares applicable transportation grant applications on behalf of Taylor County. The LCB reviews and approves the grant application at quarterly meetings or special meetings when so needed. The LCB is provided copies of grant applications at least 10 days prior to LCB meetings in which the application will be approved. The CTC also gives a brief presentation to the LCB at the meeting in which the application will be discussed and approved.

If no, is the LCB currently reviewing applications for TD funds (any federal, state, and local funding)? ☐ Yes ☐ No

Not applicable.

If no, is the planning agency currently reviewing applications for TD funds?

☐ Yes ☐ No

Not applicable.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:

The LCB, CTC and County work closely together on pursuing grants and other funding sources to provide services to the transportation disadvantaged in Taylor County. Due to the County's fiscal constraints, grant funding assistance is critical to the success of the local TD program.

COMPLIANCE WITH CHAPTER 427, F.S.

Review priorities listed in the TDSP, according to Chapter 427.0155(7).
"Establish priorities with regard to the recipients of non-sponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust monies."

REVIEW THE QA SECTION OF THE TDSP (ask CTC to explain):

The QA Section of the TDSP has been reviewed with the CTC. The CTC is in compliance with Chapter 427.0155(7). The annual update of the TDSP will be complete by the end of May 2020 and the QA Section will be updated if so needed.

WHAT ARE THE PRIORITIES FOR THE TDTF TRIPS?

See attachment 18A.

HOW ARE THESE PRIORITIES CARRIED OUT?

These priorities are instrumental in the scheduling process. The CTC Reservationist obtains all pertinent passenger information and utilizes CTS Software for the trip scheduling process. These measures ensure the priorities are being carried out.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:
The CTC is in compliance with Chapter 427.0155(7).

Attachment 18A

Priorities for the TDFT Trips are as follows:

1. Medical and medical related trips
2. Employment (intra-county) trips
3. Personal business (intra-county) trips
4. Education/training (intra-county) trips
5. Shopping (intra-county) trips
6. Social/recreational (intra-county) trips
7. Employment (inter-county) trips
8. Other (inter-county) trips

COMPLIANCE WITH CHAPTER 427, F.S.

Ensure CTC compliance with the delivery of transportation services, 427.0155(8).
"Have full responsibility for the delivery of transportation services for the transportation disadvantaged as outlined in s. 427.015(2)."

Review the Operational section of the TDSP

1. Hours of Service:

   See attachment 19A.

2. Hours of Intake:

   Applicable pages from the TDSP are an attachment to the evaluation.

3. Provisions for After Hours Reservations/Cancellations?

   Message on answering service.

4. What is the minimum required notice for reservations?

   One day in advance of the day of travel and needed transportation.
   Call on Friday for a Saturday or Monday Ride.

5. How far in advance can reservations be place (number of days)?

   Thirty (30) days.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:
The CTC is in compliance and there are no problems in this area.

Attachment 19A

Service Hours:

6:00 a.m. to 6:00 p.m. seven days a week, for reservation/demand services. The Veteran's shuttle to Lake City VA Hospital runs on Tuesday at 7:30 a.m. The Veteran's shuttle to the VA medical facility in Tallahassee runs on Thursday at 7:30 a.m. The TDTF and the Taylor County Board of Commissioners fund this program. Local "in town" shuttle operates from 7:30 a.m. to 5:52 p.m. Monday through Friday. The shuttle is funded by the Taylor County Board of Commissioners.

COMPLIANCE WITH CHAPTER 427, F.S.

Review the cooperative agreement with the local WAGES coalitions according to Chapter 427.0155(9).
"Work cooperatively with local WAGES coalitions established in Chapter 414 to provide assistance in the development of innovative transportation services for WAGES participants."

WHAT TYPE OF ARRANGEMENT DO YOU HAVE WITH THE LOCAL WAGES COALITION?

Purchase Order for reservation service and/or price arrangements approved by CTC.

HAVE ANY INNOVATIVE WAGES TRANSPORTATION SERVICES BEEN DEVELOPED?

Not at this time.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:
None. The CTC is in compliance.

CHAPTER 427

Findings:

There were no findings and the CTC is in compliance with Chapter 427, F.S.

Recommendations:

None at this time.

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.006(1), Minimum Insurance Compliance
"...ensure compliance with the minimum liability insurance requirement of $100,000 per person and $200,000 per incident..."

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS?

$100,000/Person
$200,000/Incident
CTC $1,000,000

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS IN THE OPERATOR AND COORDINATION CONTRACTS?

$100,000/Person
$200,000/Incident

HOW MUCH DOES THE INSURANCE COST (per operator)?

Operator	Insurance Cost
BBT	$75,000

DOES THE MINIMUM LIABILITY INSURANCE REQUIREMENTS EXCEED $1 MILLION PER INCIDENT?

☐ Yes ☒ No

If yes, was this approved by the Commission? ☐ Yes ☐ No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:
The CTC is in compliance with 41-2.006(1).

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.006(2), Safety Standards.
"...shall ensure the purchaser that their operations and services are in compliance with the safety requirements as specified in Section 341.061(2)(a), F.S. and 14-90, F.A.C."

Date of last SSPP Compliance Review 1/13/2020 *, Obtain a copy of this review.*

Review the last FDOT SSPP Compliance Review, if completed in over a year, check drivers' records. If the CTC has not monitored the operators, check drivers' files at the operator's site.

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

ARE THE CTC CONTRACTED OPERATORS IN COMPLIANCE WITH THIS SECTION?
☐ Yes ☐ No

DRIVER REQUIREMENT CHART

Driver Last Name	Driver License	Last Physical	CPR/1st Aid	Def. Driving	ADA Training	Other-

Sample Size: 1-20 Drivers – 50-100% 21-100 Drivers – 20-50% 100+ Drivers – 5-10%

Driver Last Name	Driver License	Last Physical	CPR/1st Aid	Def. Driving	ADA Training	Other-

Sample Size: 1-20 Drivers – 50-100% 21-100 Drivers – 20-50% 100+ Drivers – 5-10%

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.006(3), Drug and Alcohol Testing
"...shall assure the purchaser of their continuing compliance with the applicable state or federal laws relating to drug testing..."

With which of the following does the CTC (and its contracted operators) Drug and Alcohol Policy comply?

- ☒ FTA (Receive Sect. 5307, 5309, or 5311 funding)
- ☐ FHWA (Drivers required to hold a CDL)
- ☐ Neither

REQUEST A COPY OF THE DRUG & ALCOHOL POLICY AND LATEST COMPLIANCE REVIEW.

DATE OF LAST DRUG & ALCOHOL POLICY REVIEW: 1/13/2020

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

Comments:
The CTC is in compliance and a copy of the latest BBT Compliance Review and Drug & Alcohol Policy is an attachment to the evaluation.

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.011(2), Evaluating Cost-Effectiveness of Coordination Contractors and Transportation Alternatives.
"...contracts shall be reviewed annually by the Community Transportation Coordinator and the Coordinating Board as to the effectiveness and efficiency of the Transportation Operator or the renewal of any Coordination Contracts."

1. IF THE CTC HAS COORDINATION CONTRACTORS, DETERMINE THE COST-EFFECTIVENESS OF THESE CONTRACTORS.

Cost [CTC and Coordination Contractor (CC)]

	CTC	CC #1	CC #2	CC #3	CC #4
Flat contract rate (s) ($ amount / unit)					
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
Special or unique considerations that influence costs?					
Explanation: Not applicable. The CTC does not use Coordination Contractors.					

2. DO YOU HAVE TRANSPORTATION ALTERNATIVES? ☐ Yes ☒ No
(Those specific transportation services approved by rule or the Commission as a service not normally arranged by the Community Transportation Coordinator, but provided by the purchasing agency. Example: a neighbor providing the trip)

Cost [CTC and Transportation Alternative (Alt.)]

	CTC	Alt. #1	Alt. #2	Alt. #3	Alt. #4
Flat contract rate (s) ($ amount / unit)					
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
Special or unique considerations that influence costs?					
Explanation: The CTC does not have and/or use transportation alternatives.					

IS THE CTC IN COMPLIANCE WITH THIS SECTION? ☒ Yes ☐ No

RULE 41-2

Findings:

Not applicable.

Recommendations:

Not applicable.

COMPLIANCE WITH 41-2, F.A.C.

Compliance with Commission Standards
"...shall adhere to Commission approved standards..."

Review the TDSP for the Commission standards.

Commission Standards	Comments
Local toll free phone number must be posted in all vehicles.	The toll free phone number was posted in all vehicles and in an easy to see location.
Vehicle Cleanliness	The vehicles were clean and neat, and very well maintained.
Passenger/Trip Database	In compliance.

Adequate seating	There was adequate seating and storage.
Driver Identification	The drivers were wearing identification on all occasions the Evaluation Committee rode the shuttle.
Passenger Assistance	The drivers were helpful and offered assistance to passengers in need. The drivers were particularly helpful to elderly riders who had packages and were very respectful to riders who did need assistance.
Smoking, Eating and Drinking	There were no signs of smoking, eating or drinking on the shuttle. The vehicle was clean and free of any type of trash or debris.

Two-way Communications	In compliance.
Air Conditioning/Heating	The Committee has rode the shuttle at various times and weather conditions. On all occasions the shuttle had a comfortable temperature. Drivers were very considerate of rider comfort.
Billing Requirements	In compliance.

COMMISSION STANDARDS

Findings:

The highlight of the CTC evaluation is riding on the BBT shuttles and talking with the riders and the drivers. The passengers we spoke with were very satisfied with BBT and many expressed how important the shuttle/van services were to them. Many passengers expressed appreciation for the free holiday shuttle. The drivers were courteous and helpful.

Recommendations:

Continue the great job!

COMPLIANCE WITH 41-2, F.A.C.

Compliance with Local Standards
"...shall adhere to Commission approved standards..."

Review the TDSP for the Local standards.

Local Standards	Comments
Transport of Escorts and dependent children policy	The CTC was in compliance with TDSP standards.
Use, Responsibility, and cost of child restraint devices	The CTC was in compliance.
Out-of-Service Area trips	The CTC was in compliance with the TDSP.
CPR/1st Aid	The CTC was in compliance.
Driver Criminal Background Screening	The CTC was in compliance with TD and local standards.
Rider Personal Property	The CTC was in compliance.
Advance reservation requirements	The CTC was in compliance with the TDSP.
Pick-up Window	The CTC was in compliance.

Measurable Standards/Goals	*Standard/Goal*	*Latest Figures*	*Is the CTC/Operator meeting the Standard?*
Public Transit Ridership	CTC	CTC	16,848
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
On-time performance	CTC	CTC	No complaints
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Passenger No-shows	CTC	CTC	308
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Accidents	CTC	CTC	0
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Roadcalls	CTC	CTC	7
	Operator A	Operator A	
Average age of fleet:	Operator B	Operator B	
	Operator C	Operator C	
Complaints	CTC	CTC	0
	Operator A	Operator A	
Number filed:	Operator B	Operator B	
	Operator C	Operator C	
Call-Hold Time	CTC	CTC	No complaints
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	

LOCAL STANDARDS

Findings:

There were no negative findings and the CTC meets both TD and local standards.

Recommendations:

Continue to meet standards and goals of the TDSP.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

REVIEW COPIES OF THE PUBLIC INFORMATION PROVIDED.

DOES PUBLIC INFORMATION STATE THAT ACCESSIBLE FORMATS ARE AVAILABLE UPON REQUEST? ☒ Yes ☐ No

ARE ACCESSIBLE FORMATS ON THE SHELF? ☒ Yes ☐ No

IF NOT, WHAT ARRANGEMENTS ARE IN PLACE TO HAVE MATERIAL PRODUCED IN A TIMELY FASHION UPON REQUEST?

DO YOU HAVE TTY EQUIPMENT OR UTILIZE THE FLORIDA RELAY SYSTEM?

☒ Yes ☐ No

IS THE TTY NUMBER OR THE FLORIDA RELAY SYSTEM NUMBERS LISTED WITH THE OFFICE PHONE NUMBER? ☒ Yes ☐ No

Florida Relay System:

1-800-955-8711

EXAMINE OPERATOR MANUALS AND RIDER INFORMATION. DO CURRENT POLICIES COMPLY WITH ADA PROVISION OF SERVICE REQUIREMENTS REGARDING THE FOLLOWING:

Provision of Service	Training Provided	Written Policy	Neither
Accommodating Mobility Aids	Yes	Yes	
Accommodating Life Support Systems (O_2 Tanks, IV's...)	Yes	Yes	
Passenger Restraint Policies	Yes	Yes	
Standee Policies (persons standing on the lift)	Yes	Yes	
Driver Assistance Requirements	Yes	Yes	
Personal Care Attendant Policies	Yes	Yes	
Service Animal Policies	Yes	Yes	
Transfer Policies (From mobility device to a seat)	Yes	Yes	
Equipment Operation (Lift and securement procedures)	Yes	Yes	
Passenger Sensitivity/Disability Awareness Training for Drivers	Yes	Yes	

RANDOMLY SELECT ONE OR TWO VEHICLES PER CONTRACTOR (DEPENDING ON SYSTEM SIZE) THAT ARE IDENTIFIED BY THE CTC AS BEING ADA ACCESSIBLE AND PURCHASED WITH PRIVATE FUNDING, AFTER 1992. CONDUCT AN INSPECTION USING THE ADA VEHICLE SPECIFICATION CHECKLIST.

All BBT vehicles meet ADA Standards.

INSPECT FACILITIES WHERE SERVICES ARE PROVIDED TO THE PUBLIC (ELIGIBILITY DETERMINATION, TICKET/COUPON SALES, ETC...).

IS A RAMP PROVIDED? ☐ Yes ☐ No

Not applicable for this evaluation.

ARE THE BATHROOMS ACCESSIBLE? ☐ Yes ☐ No

Not applicable for this evaluation.

Bus and Van Specification Checklist

Name of Provider: Not applicable for this review.

Vehicle Number (either VIN or provider fleet number):

Type of Vehicle: ☐ Minivan ☐ Van ☐ Bus (>22')
☐ Minibus (<= 22') ☐ Minibus (>22')

Person Conducting Review:

Date:

Review the owner's manual, check the stickers, or ask the driver the following:

- ☐ The lift must have a weight limit of at least 600 pounds.
- ☐ The lift must be equipped with an emergency back-up system (in case of loss of power to vehicle). Is the pole present?
- ☐ The lift must be "interlocked" with the brakes, transmission, or the door, so the lift will not move unless the interlock is engaged. Ensure the interlock is working correctly.

Have the driver lower the lift to the ground:

- ☐ Controls to operate the lift must require constant pressure.
- ☐ Controls must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied.
- ☐ Sufficient lighting shall be provided in the step well or doorway next to the driver, and illuminate the street surface around the lift, the lighting should activate when the door/lift is in motion. Turn light switch on, to ensure lighting is working properly.

Once the lift is on the ground, review the following:

- ☐ Must have an inner barrier to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is fully raised.
- ☐ Side barriers must be at least 1 ½ inches high.
- ☐ The outer barrier must be sufficient to prevent a wheelchair from riding over it.
- ☐ The platform must be slip-resistant.
- ☐ Gaps between the platform and any barrier must be no more than 5/8 of an inch.
- ☐ The lift must have two handrails.
- ☐ The handrails must be 30-38 inches above the platform surface.
- ☐ The handrails must have a useable grasping area of 8 inches, and must be at least 1 ½ inches wide and have sufficient knuckle clearance.
- ☐ The platform must be at least 28 1/2 inches wide measured at the platform surface, and 30 inches wide and 48 inches long measured 2 inches above the platform surface.

- ☐ If the ramp is not flush with the ground, for each inch off the ground the ramp must be 8 inches long.
- ☐ Lifts may be marked to identify the preferred standing position (suggested, not required)

Have the driver bring the lift up to the fully raised position (but not stowed):

- ☐ When in the fully raised position, the platform surface must be horizontally within 5/8 inch of the floor of the vehicle.
- ☐ The platform must not deflect more than 3 degrees in any direction. To test this, stand on the edge of the platform and carefully jump up and down to see how far the lift sways.
- ☐ The lift must be designed to allow boarding in either direction.

While inside the vehicle:

- ☐ Each securement system must have a clear floor area of 30 inches wide by 48 inches long.
- ☐ The securement system must accommodate all common wheelchairs and mobility aids.
- ☐ The securement system must keep mobility aids from moving no more than 2 inches in any direction.
- ☐ A seat belt and shoulder harness must be provided for each securement position, and must be separate from the security system of the mobility aid.

Vehicles under 22 feet must have:

- ☐ One securement system that can be either forward or rear-facing.
- ☐ Overhead clearance must be at least 56 inches. This includes the height of doors, the interior height along the path of travel, and the platform of the lift to the top of the door.

Vehicles over 22 feet must have:

- ☐ Must have 2 securement systems, and one must be forward-facing, the other can be either forward or rear-facing.
- ☐ Overhead clearance must be at least 68 inches. This includes the height of doors, the interior height along the path of travel, and the platform of the lift to the top of the door.

- ☐ Aisles, steps, and floor areas must be slip resistant.
- ☐ Steps or boarding edges of lift platforms must have a band of color which contrasts with the step/floor surface.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Table 1. ADA Compliance Review - Provider/Contractor Level of Service Chart

Name of Service Provider/ Contractor	Total # of Vehicles Available for CTC Service	# of ADA Accessible Vehicles	Areas/Sub areas Served by Provider/Contractor
Big Bend Transit	8	8	Taylor County and surrounding area

BASED ON THE INFORMATION IN TABLE 1, DOES IT APPEAR THAT INDIVIDUALS REQUIRING THE USE OF ACCESSIBLE VEHICLES HAVE EQUAL SERVICE?

☒ Yes ☐ No

All riders of Big Bend Transit in Taylor County have equal service.

ADA COMPLIANCE

Findings:

No findings. The CTC was in compliance with ADA Standards.

Recommendations:

None at this time. BBT is in compliance with ADA Standards.

FY _____/____ GRANT QUESTIONS

The following questions relate to items specifically addressed in the FY _____/_____ Trip and Equipment Grant.

DO YOU KEEP ALL RECORDS PERTAINING TO THE SPENDING OF TDTF DOLLARS FOR FIVE YEARS? (Section 7.10: Establishment and Maintenance of Accounting Records, T&E Grant, and FY 2018-2019 and 2019-2020)

☒ Yes ☐ No

ARE ALL ACCIDENTS THAT HAVE RESULTED IN A FATALITY REPORTED TO THE COMMISSION WITHIN 24 HOURS AFTER YOU HAVE RECEIVED NOTICE? (Section 14.80: Accidents, T/E Grant, and FY 2018-2019 and 2019-2020)

☒ Yes ☐ No

ARE ALL ACCIDENTS THAT HAVE RESULTED IN $1,000 WORTH OF DAMAGE REPORTED TO THE COMMISSION WITHIN 72 HOURS AFTER YOU HAVE RECEIVED NOTICE OF THE ACCIDENT? (Section 14.80: Accidents, T/E Grant, and FY 2018-2019 and 2019-2020)

☒ Yes ☐ No

STATUS REPORT FOLLOW-UP FROM LAST REVIEW(S)

DATE OF LAST REVIEW: 5/08/2018 STATUS REPORT DATED: 5/08/2018

CTD RECOMMENDATION:

There were no findings the last review.

CTC Response:

There were no findings and no complaints were filed.

Current Status:

The CTC was in compliance of TD, state, and local standards.

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITIN THE COORDINATED SYSTEM. REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.

Date of Observation: 11/19/2019

Please list any special guests that were present: Jami Evans, Denny Knight

Location: Taylor County Courthouse

Number of Passengers picked up/dropped off: 9

Ambulatory 9

Non-Ambulatory

Was the driver on time? ☒ Yes ☐ No - How many minutes late/early?

Did the driver provide any passenger assistance? ☒ Yes ☐ No

Was the driver wearing any identification? ☒ Yes: ☒ Uniform ☒ Name Tag ☒ ID Badge ☐ No

Did the driver render an appropriate greeting?

☒ Yes ☐ No ☐ Driver regularly transports the rider, not necessary

If CTC has a policy on seat belts, did the driver ensure the passengers were properly belted? ☒ Yes ☐ No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects? ☒ Yes ☐ No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations? ☒ Yes ☐ No

Does the vehicle have working heat and air conditioning? ☒ Yes ☐ No

Does the vehicle have two-way communications in good working order? ☒ Yes ☐ No

If used, was the lift in good working order? ☒ Yes ☐ No

Was there safe and appropriate seating for all passengers? ☒ Yes ☐ No

Did the driver properly use the lift and secure the passenger? ☒ Yes ☐ No

If No, please explain:

CTC: Big Bend Transit, Inc. County: Taylor

Date of Ride: 11/19/2019

Funding Source	No. of Trips	No. of Riders/Beneficiaries	No. of Calls to Make	No. of Calls Made
CTD				
Medicaid				
Other		9 riders were on the shuttle.		
Other		All 9 riders were satisfied		
Other)				
Other				
Totals				

Number of Round Trips	Number of Riders/Beneficiaries to Survey
0 – 200	30%
201 – 1200	10%
1201 +	5%

Note: Attach the manifest

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITIN THE COORDINATED SYSTEM. REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.

Date of Observation: 12/16/2019

Please list any special guests that were present: Jami Evans, Theresa Copeland

Location: Taylor County Courthouse

Number of Passengers picked up/dropped off: 7

Ambulatory 7

Non-Ambulatory

Was the driver on time? ☒ Yes ☐ No - How many minutes late/early?

Did the driver provide any passenger assistance? ☒ Yes ☐ No

Was the driver wearing any identification? ☒ Yes: ☒ Uniform ☒ Name Tag ☒ ID Badge ☐ No

Did the driver render an appropriate greeting?

☒ Yes ☐ No ☐ Driver regularly transports the rider, not necessary

If CTC has a policy on seat belts, did the driver ensure the passengers were properly belted? ☒ Yes ☐ No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects? ☒ Yes ☐ No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations? ☒ Yes ☐ No

Does the vehicle have working heat and air conditioning? ☒ Yes ☐ No

Does the vehicle have two-way communications in good working order? ☒ Yes ☐ No

If used, was the lift in good working order? ☒ Yes ☐ No

Was there safe and appropriate seating for all passengers? ☒ Yes ☐ No

Did the driver properly use the lift and secure the passenger? ☒ Yes ☐ No

If No, please explain:

CTC: Big Bend Transit, Inc. County: Taylor

Date of Ride: 12/16/2019

Funding Source	No. of Trips	No. of Riders/Beneficiaries	No. of Calls to Make	No. of Calls Made
CTD				
Medicaid				
Other		7 riders were on the shuttle.		
Other		All 7 riders were satisfied		
Other)				
Other				
Totals				

Number of Round Trips	Number of Riders/Beneficiaries to Survey
0 – 200	30%
201 – 1200	10%
1201 +	5%

Note: Attach the manifest

RIDER/BENEFICIARY SURVEY

Staff making call: _____ County:_____
Date of Call: / / Funding Source: _____

1) Did you receive transportation service on _____? ☐ Yes or ☐ No

2) Where you charged an amount in addition to the co-payment? ☐ Yes or ☐ No

If so, how much?

3) How often do you normally obtain transportation?

☐ Daily 7 Days/Week ☐ Other ☐ 1-2 Times/Week ☐ 3-5Times/Week

4) Have you ever been denied transportation services?

☐ Yes

☐ No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

☐ None ☐ 3-5 Times

☐ 1-2 Times ☐ 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

☐ Ineligible ☐ Space not available

☐ Lack of funds ☐ Destination outside service area

☐ Other _____

5) What do you normally use the service for?

☐ Medical ☐ Education/Training/Day Care

☐ Employment ☐ Life-Sustaining/Other

☐ Nutritional

6) Did you have a problem with your trip on _____?

☐ Yes. If yes, please state or choose problem from below

☐ No. If no, skip to question # 6

What type of problem did you have with your trip?

☐ Advance notice ☐ Cost

☐ Pick up times not convenient ☐ Late pick up-specify time of wait

☐ Assistance ☐ Accessibility

☐ Service Area Limits ☐ Late return pick up - length of wait

☐ Drivers - specify

☐ Reservations - specify length of wait

☐ Vehicle condition

☐ Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

_____

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

_____

_____

_____

_____

Big Bend Transit Rider Survey

LCB Interviewer: Jami Evans County: Taylor

Date of Interview: 5/14/20

1. What day did you receive transportation service? 5/14/20
2. How was your trip paid for? Self
3. How often do you normally obtain transportation?

   ____ Daily 7 Days/Week ____ Other ✓ 1-2 Times/Week ____ 3-5 Times/Week

4. What do you normally use the service for?

   ✓ Medical ____ Education/Training/Day Care

   ____ Employment ____ Life-Sustaining/Other

   ____ Nutritional

5. Have you ever been denied transportation services?

   ____ Yes

   ✓ No. If no, skip to question # 6

   A. How many times in the last 6 months have you been refused transportation services?

      ✓ None ____ 3-5 Times

      ____ 1-2 Times ____ 6-10 Times

      If none, skip to question # 6

   B. What was the reason given for refusing you transportation services?

      ____ Ineligible ____ Space not available

      ____ Lack of funds ____ Destination outside service area

      ____ Other _____

6. Did the driver offer to assist you in any way? Yes
7. Did the driver enforce the wearing of seatbelts? Yes

8. Did you have a problem with your trip on 5/14/20 ?

____ Yes. If yes, please state or choose problem from below

✓ No. If no, skip to question # 9

What type of problem did you have with your trip?

____ Advance notice	____ Cost
____ Pick up times not convenient	____ Late pick up - specify time of wait
____ Assistance	____ Accessibility
____ Service Area Limits	____ Late return pick up – length of wait
____ Drivers – specify	____ Reservations – specify length of wait
____ Vehicle condition	____ Other

9. On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

10. What does transportation mean to you? (Permission granted by for use in publications.) It provides me a way to get to my doctor appointments.

Additional Comments:

N/A

Optional (Not Required)

Name: Shaci Broughton

Big Bend Transit Rider Survey

LCB Interviewer: Jami Evans County: Taylor

Date of Interview: 5/14/20

1. What day did you receive transportation service? 5/14/20
2. How was your trip paid for? Self
3. How often do you normally obtain transportation?

   ____ Daily 7 Days/Week ____ Other ____ 1-2 Times/Week ✓ 3-5 Times/Week

4. What do you normally use the service for?

   ✓ Medical ____ Education/Training/Day Care

   ✓ Employment ____ Life-Sustaining/Other

   ____ Nutritional

5. Have you ever been denied transportation services?

   ____ Yes

   ✓ No. If no, skip to question # 6

   A. How many times in the last 6 months have you been refused transportation services?

      ____ None ____ 3-5 Times

      ____ 1-2 Times ____ 6-10 Times

      If none, skip to question # 6

   B. What was the reason given for refusing you transportation services?

      ____ Ineligible ____ Space not available

      ____ Lack of funds ____ Destination outside service area

      ____ Other _____

6. Did the driver offer to assist you in any way? Yes
7. Did the driver enforce the wearing of seatbelts? Yes

8. Did you have a problem with your trip on 5/14/20 ?

____ Yes. If yes, please state or choose problem from below

✓ No. If no, skip to question # 9

What type of problem did you have with your trip?

____ Advance notice	____ Cost
____ Pick up times not convenient	____ Late pick up - specify time of wait
____ Assistance	____ Accessibility
____ Service Area Limits	____ Late return pick up – length of wait
____ Drivers – specify	____ Reservations – specify length of wait
____ Vehicle condition	____ Other

9. On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

10. What does transportation mean to you? (Permission granted by I dont have a car so its a way for me to get to my job and other places I need to go. for use in publications.)

Additional Comments:

N/A

Optional (Not Required)

Name: Michelle Maynes

Contractor Survey

_____County

Not applicable in Taylor County.

Contractor name (optional)

1. Do the riders/beneficiaries call your facility directly to cancel a trip?

☐ Yes ☐ No

2. Do the riders/beneficiaries call your facility directly to issue a complaint?

☐ Yes ☐ No

3. Do you have a toll-free phone number for a rider/beneficiary to issue commendations and/or complaints posted on the interior of all vehicles that are used to transport TD riders?

☐ Yes ☐ No

If yes, is the phone number posted the CTC's?

☐ Yes ☐ No

4. Are the invoices you send to the CTC paid in a timely manner?

☐ Yes ☐ No

5. Does the CTC give your facility adequate time to report statistics?

☐ Yes ☐ No

6. Have you experienced any problems with the CTC?

☐ Yes ☐ No

If yes, what type of problems?

Comments:

PURCHASING AGENCY SURVEY

Staff making call: Jami Evans
Purchasing Agency name: Taylor County Board of Commissioners
Representative of Purchasing Agency: Sarah Weirick

1) Do you purchase transportation from the coordinated system?

☒ YES

☐ NO If no, why?

2) Which transportation operator provides services to your clients?

Big Bend Transit provides transportation for the Taylor County Veterans to the VA Hospital in Lake City and the VA medical facility in Tallahassee. Big Bend Transit also provides transportation to the Special Needs Adult Program (SNAP) and Special Olympics participants practices and local activities.

3) What is the primary purpose of purchasing transportation for your clients?

☒ Medical

☐ Employment

☒ Education/Training/Day Care

☐ Nutritional

☐ Life Sustaining/Other

4) On average, how often do your clients use the transportation system?

☐ 7 Days/Week

☐ 1-3 Times/Month

☐ 1-2 Times/Week

☐ Less than 1 Time/Month

☒ 3-5 Times/Week

5) Have you had any unresolved problems with the coordinated transportation system?

- ☐ Yes
- ☒ No If no, skip to question 7

6) What type of problems have you had with the coordinated system?

- ☐ Advance notice requirement [specify operator (s)]
- ☐ Cost [specify operator (s)]
- ☐ Service area limits [specify operator (s)]
- ☐ Pick up times not convenient [specify operator (s)]
- ☐ Vehicle condition [specify operator (s)]
- ☐ Lack of passenger assistance [specify operator (s)]
- ☐ Accessibility concerns [specify operator (s)]
- ☐ Complaints about drivers [specify operator (s)]
- ☐ Complaints about timeliness [specify operator (s)]
- ☐ Length of wait for reservations [specify operator (s)]
- ☐ Other [specify operator (s)] There were no problems this review period.

7) Overall, are you satisfied with the transportation you have purchased for your clients?

- ☒ Yes
- ☐ No If no, why? _____

Level of Cost
Worksheet 1

Insert Cost page from the AOR.

Florida Commission for the Transportation Disadvantaged

CTC Expense Sources

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2018 - 06/30/2019

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Expense Sources						
Labor	$ 288,137	$ 0	$ 288,137	$ 320,241	$ 0	$ 320,241
Fringe Benefits	$ 140,930	$ 0	$ 140,930	$ 143,502	$ 0	$ 143,502
Services	$ 24,725	$ 0	$ 24,725	$ 20,200	$ 0	$ 20,200
Materials & Supplies Consumed	$ 84,741	$ 0	$ 84,741	$ 69,311	$ 0	$ 69,311
Utilities	$ 11,730	$ 0	$ 11,730	$ 10,779	$ 0	$ 10,779
Casualty & Liability	$ 44,352	$ 0	$ 44,352	$ 27,691	$ 0	$ 27,691
Taxes	$ 294	$ 0	$ 294	$ 2	$ 0	$ 2
Miscellaneous	$ 11,160	$ 0	$ 11,160	$ 10,536	$ 0	$ 10,536
Interest	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Leases & Rentals	$ 13,854	$ 0	$ 13,854	$ 12,971	$ 0	$ 12,971
Capital Purchases	$ 78,621	$ 0	$ 78,621	$ 0	$ 0	$ 0
Contributed Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Allocated Indirect Expenses	$ 0	$ 0	$ 0	$ 34,161	$ 0	$ 34,161
Purchased Transportation Services						
Bus Pass	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
School Board (School Bus)	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Transportation Network Companies (TNC)	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Taxi	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Contracted Operator	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Total - Expense Sources	$ 698,544	$ 0	$ 698,544	$ 649,394	$ 0	$ 649,394

Florida Commission for the Transportation Disadvantaged

CTC Revenue Sources

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2018 - 06/30/2019

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Revenue Sources						
Agency for Health Care Administration (AHCA)	$ 117,396	$ 0	$ 117,396	$ 193,934	$ 0	$ 193,934
Agency for Persons with Disabilities (APD)	$ 16,350	$ 0	$ 16,350	$ 8,632	$ 0	$ 8,632
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	$ 20	$ 0	$ 20
Dept of Juvenile Justice (DJJ)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Commission for the Transportation Disadvantaged (CTD)						
Non-Sponsored Trip Program	$ 276,789	N/A	$ 276,789	$ 232,912	$ 0	$ 232,912
Non-Sponsored Capital Equipment	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Rural Capital Equipment	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
TD Other	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Department of Transportation (DOT)						
49 USC 5307	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
49 USC 5310	$ 70,759	$ 0	$ 70,759	$ 0	$ 0	$ 0
49 USC 5311	$ 84,182	$ 0	$ 84,182	$ 105,173	$ 0	$ 105,173
49 USC 5311 (f)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Block Grant	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Service Development	$ 0	$ 0	$ 0	$ 32,426	$ 0	$ 32,426
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	$ 0	$ 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	$ 21,657	$ 0	$ 21,657	$ 29,799	$ 0	$ 29,799
Donations/Contributions	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
In-Kind Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Other Non-Government	$ 2,511	$ 0	$ 2,511	$ 4,969	$ 0	$ 4,969
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	$ 636,684	$ 0	$ 636,684	$ 654,905	$ 0	$ 654,905

Level of Competition
Worksheet 2

1. Inventory of Transportation Operators in the Service Area

	Column A Operators Available	Column B Operators Contracted in the System.	Column C Include Trips	Column D % of all Trips
Private Non-Profit	1		16,848	100%
Private For-Profit				
Government				
Public Transit Agency				
Total	1		16,848	100%

2. How many of the operators are coordination contractors? 0

3. Of the operators included in the local coordinated system, how many have the capability of expanding capacity? N/A

   Does the CTC have the ability to expand? Yes

4. Indicate the date the latest transportation operator was brought into the system. N/A

5. Does the CTC have a competitive procurement process? Yes

6. In the past five (5) years, how many times have the following methods been used in selection of the transportation operators?

	Low bid
	Requests for qualifications
	Negotiation only

	Requests for proposals
	Requests for interested parties

Which of the methods listed on the previous page was used to select the current operators?

Requests for qualifications and low bid. The value of the bid is also taken into consideration. Big Bend Transit is the only operator in Taylor County and currently does not use outside contractors.

7. Which of the following items are incorporated in the review and selection of transportation operators for inclusion in the coordinated system?

x	Capabilities of operator
x	Age of company
x	Previous experience
x	Management
x	Qualifications of staff
x	Resources
x	Economies of Scale
x	Contract Monitoring
x	Reporting Capabilities
x	Financial Strength
x	Performance Bond
x	Responsiveness to Solicitation

x	Scope of Work
x	Safety Program
x	Capacity
x	Training Program
x	Insurance
x	Accident History
x	Quality
x	Community Knowledge
x	Cost of the Contracting Process
x	Price
x	Distribution of Costs
	Other: (list)

8. If a competitive bid or request for proposals has been used to select the transportation operators, to how many potential operators was the request distributed in the most recently completed process? 4

How many responded? 1

The request for bids/proposals was distributed:

x Locally x Statewide _____ Nationally

9. Has the CTC reviewed the possibilities of competitively contracting any services other than transportation provision (such as fuel, maintenance, etc...)? Yes

Level of Availability (Coordination)
Worksheet 3

Planning – What are the coordinated plans for transporting the TD population?

CTC provides Advance Reservation (passenger) Intra-County Services, Advance Reservation (group) Intra-County Services, Advance Reservation Inter-County Services, Demand Response Service, Fixed Route Service, Non-Emergency Medical Stretcher Service, and Evacuation Service. BBT also has coordinated with the County on the weekly Veteran's Shuttles to the VA in Lake City and Tallahassee, Special Olympics Transportation Program for participants in the Special Olympics and the Special Needs Adult Program (SNAP). The coordinated plan is addressed in the TDSP.

Public Information – How is public information distributed about transportation services in the community?

BBT distributes a Coordinated Transportation System of Taylor County brochure throughout the County. The "in-town" shuttle schedule is also distributed throughout the County at the Taylor County Administrative Complex, Taylor County Public Library, Taylor County Health Department, Veteran's Service Office, and the VA Clinic. The County holds two public meetings annually to educate the public on the local TD program. The quarterly LCB meetings are also advertised to the public in the local paper and the local newspaper runs several articles a year about the program. BBT also has a Ride BBT mobile app available for all smart phone users.

Certification – How are individual certifications and registrations coordinated for local TD transportation services?

BBT has a Beneficiary Qualification Form to determine eligibility of rider eligibility. Qualified beneficiaries receive a Transportation Service Letter and information on beneficiary rights, responsibilities and trip information. For general public reservations, riders must provide the scheduling personnel at BBT their name, phone number, origin and destination. BBT utilized CTS Software to coordinate transportation scheduling and beneficiary information.

Eligibility Records – What system is used to coordinate which individuals are eligible for special transportation services in the community?

BBT requires each individual to fill out Beneficiary Qualification Forms to determine eligibility. Assistance is provided if needed to beneficiaries filling out the form. BBT maintains records on beneficiaries and CTS Software is used to assist with the maintenance of records and scheduling.

Call Intake – To what extent is transportation coordinated to ensure that a user can reach a Reservationist on the first call?

BBT has an on-site experienced Transportation Manager in the paratransit and transportation business. In addition to the Manager, BBT has staff specifically for call intake, reservations, customer service scheduling and dispatch.

Reservations – What is the reservation process? How is the duplication of a reservation prevented?

See attached Page 56A. The Reservation Process is included in the TDSP. Applicable pages from the TDSP are an attachment to the evaluation.

Trip Allocation – How is the allocation of trip requests to providers coordinated?

The process of allocating trips is outlined in the TDSP and is an attachment to the evaluation.

Scheduling – How is the trip assignment to vehicles coordinated?

See attached Page 56A. The Service Plan Section of the TDSP also provides information and is an attachment to the evaluation.

Reservations:

Utilizing CTS Software, Inc. reservations are taken as follows:

1. Customer or Agency representing a Client calls the CTC reservationist to request a trip. Trip request may be advanced day reservation (up to 30 days on advance) and, to a restricted extent, received on the same day. Subscription, standing order/repeat, trips need only be entered once, but are available for cancellation or alteration on any particular day.

2. CTC reservationist enters information pertinent to passenger registration into the system at this time, or in the case of a registered passenger, retrieves the passenger in the system by name or identification number. The reservationist questions the passenger for specific trip information, including day, time(s), origin, destination, one-way/roundtrip, and special instructions/conditions surrounding the trip. Upon completion of the reservation (entry into the system), the reservationist tells the passenger the time of earliest pick-up and the fare to be paid (if applicable), and gives the passenger a confirmation number which includes the date of the reservation and the time of the reservation was taken. Passenger eligibility for the trip requested, including Medicaid eligibility and qualification, is accomplished at the time the trip is reserved.

Scheduling:

Utilizing CTS Software Inc. trips are coordinated as follows:

1. Trips for the following day are scheduled to the appropriate driver/vehicle or assigned to the appropriate carrier.

2. Driver manifests and carrier assignments are generated by the system and distributed. Service is provided, to the extent possible, in accordance with the information on the manifest, with the driver/carrier entering actual pickup time and odometer reading, actual arrival time and odometer reading, and trip status code (completed, no-show, canceled, etc.) for each trip.

3. Completed driver manifests/carrier schedules are returned to the CTC, and vehicle and trip data is reconciled for accuracy and completeness.

4. Actual driver, vehicle and trip information is entered into the system. Each trip is brought up onto the computer screen and the is validated on things such as which passenger rode, cancelled, no-showed, or was not ready, pickup time, arrival time, and odometer readings. A second screen is used to capture vital trip information such as driver, vehicle beginning and ending odometer reading of the trip, driver times, and other information.

5. The validated system trip database is then used to generate the required agency invoices and reports, and carrier summaries.

6. Invoices and reports are forwarded to the appropriate agency or carrier.

Transport – How are the actual transportation services and modes of transportation coordinated?

See attached Page 56A. The TDSP also provides the information and is an attachment to the evaluation. It should be noted BBT does not use outside contractors to provide transportation services at this time.

Dispatching – How is the real time communication and direction of drivers coordinated?

See attached Page 56A. The Service Plan Section of the TDSP also provides this information and is an attachment to the evaluation.

General Service Monitoring – How is the overseeing of transportation operators coordinated?

See attached Page 56A. The Service Plan Section of the TDSP also provides this information and is an attachment to the evaluation.

Daily Service Monitoring – How are real-time resolutions to trip problems coordinated?

This is outlined in the TDSP and the applicable pages are an attachment to the evaluation.

Trip Reconciliation – How is the confirmation of official trips coordinated?

Trips are confirmed through the use of CTS Software. See attached Page 56A for additional information. The Service Section of the TDSP also provides Trip Reconciliation information and is an attachment to the evaluation.

Billing – How is the process for requesting and processing fares, payments, and reimbursements coordinated?

See the Scheduling section of attached Page 56A.

Reporting – How is operating information reported, compiled, and examined?

See the Scheduling section of attached Page 56A.

Cost Resources – How are costs shared between the coordinator and the operators (s) in order to reduce the overall costs of the coordinated program?

The CTC does not use outside operators at this time, however through the use of CTS Software, the coordinator schedules trips to ensure for the most cost effective use of funds.

Information Resources – How is information shared with other organizations to ensure smooth service provision and increased service provision?

Big Bend Transit submits quarterly reports to the LCB for review. The quarterly reports are forwarded to the TD Commission in the Planning Grant quarterly reports. The information is also provided to the TD Commission in the Annual Operations Reports (AOR). The TD Commission and the LCB also approves the CTC Rate Model Sheets at a minimum of annually. The annual public hearing conducted by the LCB is an excellent resource for sharing information with the public. The local newspaper also runs several articles each year about the local transportation disadvantaged programs. The County makes a great effort to ensure our citizens have adequate transportation services.

Overall – What type of formal agreement does the CTC have with organizations, which provide transportation in the community?

The CTC has a MOA with the TD Commission and the CTC Rate Model Sheets are approved annually by the TD Commission and the LCB. The CTC does not use outside operators at this time.

ATTACHMENT A

COMPLAINT / COMMENDATION FORM

DATE CALLED IN _____ TIME CALLED IN _____

COMPLAINT CALLED IN BY _____

TELEPHONE_____ DATE OF INCIDENT _____

SERVICE PROVIDER_____ VEHICLE NO._____

TIME OF INCIDENT_____

DOES COMPLAINEE WISH TO BE NOTIFIED OF INVESTIGATION FINDINGS
_____YES _____NO

OPERATOR INFORMED COMPLAINEE THAT THERE IS ALSO A GRIEVANCE PROCESS AVAILABLE
_____YES _____NO

COMPLAINEE REQUESTED A COPY OF THE GRIEVANCE POLICY _____YES _____NO

IF YES ADDRESS SENT TO: _____
_____

NATURE OF INCIDENT: TIMELINESS_____ VEHICLE_____ COST_____

RESERVATIONIST_____ CUSTOMER SERVICE_____ DRIVER_____ DISPATCH____

INCIDENT:_____
_____
_____
_____
_____

FINDINGS:_____
_____
_____
_____
_____

DISPOSITION:_____
_____
_____

OPERATOR:_____ DATE:_____

ATTACHMENT B

Transportation Service Information:

- The driver will assist you in boarding the van, if necessary.
- Drivers will wait five minutes for you.
- You must use the seatbelt provided.
- Child car seats will not be provided.
- You must have the ability to carry your own personal items. Personal items are to be limited to (2) bags or what you alone can carry.
- Return trips will be made within an hour and a half of the requested time.
- No smoking, eating or drinking on the vehicle.
- Advanced purchase of coupons/tokens is available.
- Accessible formats are available upon requests.

Go to our website to learn what else Big Bend Transit offers in your county:

www.bigbendtransit.org

Perry SHUTTLE

Florida Law and Title VI of the Civil Rights Act of 1964 prohibits discrimination in public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging)



Courteous and Personalized Service...



Where is the Transportation Service Available?

Generally, you can ride to and from any location within Taylor County. The service is designed to get transportation disadvantaged individuals and the general public to their destinations.

What Transportation Will be Provided?

Generally, curb-to-curb transportation service will be available Monday through Saturday, 6:00 AM to 6:00 PM.

How Can I Access the Transportation Service?

Transportation requests must be made at least 1 day in advance of your travel needs. Call Big Bend Transit at (850) 584-5566 by 2:00 PM, Monday through Friday (call on Friday for a Saturday or Monday ride). You will be asked for your name, phone number, pickup address, where you are going and what time you need to arrive, if a return trip is wanted and if assistance for a disability (wheelchair, sight impaired, etc.) is required. You will be told the fare and what time to be ready for your pickup.

What is the Cost of the Transportation Service?

The one-way fare for the transportation service is based on the trip origin and destination. A one-way trip for a TD eligible person anywhere in Taylor County, Monday through Saturday, between 6:00 AM and 6:00 PM is $2.00. A one-way trip for a General Public person anywhere in Taylor County, Monday through Saturday, between 6:00 AM and 6:00 PM is $5.00. If you require that an escort accompany you on your ride, he/she would pay the same fare. This request should be made at the time of scheduling.

The one-way fare is paid each time you board the vehicle. The fare may be paid by cash, check, money order, or bus passes may be purchased. Exact fare is required. The driver carries no change. The driver cannot give a receipt.

If I Need to Change Plans or Cancel My Ride, What Do I Do?

Should you need to change your plans or cancel your ride, call (850) 584-5566 immediately. For a change of plans, please give advance notice within business hours the previous day. Failure to cancel your ride within 2 hours of your time of travel will result in a charge for the trip.

What is the Phone Number for the Transportation System in Taylor County?

(850) 584-5566 - Available from 8:00 AM to 5:00 PM, Monday through Friday or 1-800-955-8711 for TDD accessibility.

Need reliable and inexpensive transportation? Then the Perry Shuttle is here for you.

The Perry Shuttle is a public transportation service that operates **Monday through Friday from 7:30 am to 5:52 pm.** The Shuttle serves most of Perry with stops at popular locations throughout the city.

It's affordable, too, at **just $1 per trip.** Save even more with a 20-ride pass for $18 or a 40-ride pass for $35. 3/4 mile deviations are available along the route, but you must contact Big Bend Transit at (850) 973-4418 at least 24 hours in advance to schedule a non-designated stop or pick up.

You can visit **www.bigbendtransit.org** for an interactive map that displays real-time bus routing & scheduling information. You can also download the app to your smartphone. Simply use the QR code inside this brochure.

For more information about the Perry Shuttle and other Taylor County public transportation services, visit our website or call us at **(850) 584-5566.**

brochure_perryshuttle_v042519.indd 1

Perry SHUTTLE

is powered by

in partnership with

BIG BEND TRANSIT

FDOT

Florida Law and Title VI of the Civil Rights Act of 1964 prohibits discrimination in public accommodation on the basis of race, color, religion, sex, national origin, handicap, or of marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

This brochure was developed with technical assistance provided by the Institute for Applied Business Research at the Florida State University College of Business.

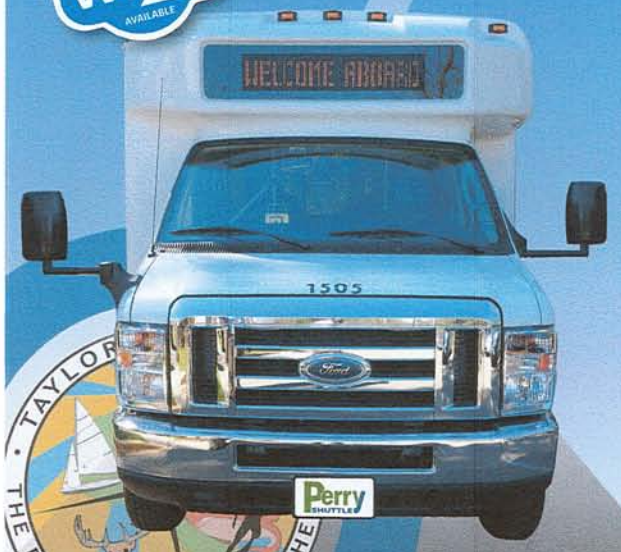
$1/trip

20 ride pass = $18
40 ride pass = $35

Perry SHUTTLE

route & schedule information
updated March 2019

FREE Wi Fi AVAILABLE



Perry SHUTTLE

FREE Wi Fi AVAILABLE

$1 /trip

20 ride pass = $18
40 ride pass = $35

The Perry Shuttle operates Monday through Friday from 7:30 am until 5:52 pm. The Shuttle serves stops at the same time each hour.

The Shuttle does not operate between 12:30 pm and 1:30 pm.

To determine when the bus arrives at a stop, locate your stop # on the map and find that # on this schedule.

Each tick mark represents one minute. For example, the Shuttle arrives at Stop #17 13 minutes after the hour; it loads and unloads at Stop #1 at 30 minutes after the hour.

TIME		Stop Location
:00	13	Burger King (2144 S. Byron Butler)
:05	14	Dollar General (2028 S. Jefferson)
	15	WalMart (1900 S. Jefferson)
	16	Post Office (1600 S. Jefferson)
:10	17	Taylor Co. Courthouse (108 N. Jefferson)
:15	18	Public Library (403 N. Jefferson)
	19	Head Start (115 E Drew St.)
	20	Taylor County High School
:20	21	Health Dept. (1215 N. Peacock)
	22	Veteran's Administration (1224 N. Peacock)
	23	Premier Medical (315 E. Ash St.)
	24	Senior Citizens Ctr. (800 Wash St.)
:25	25	DMH Plaza (555 N. Byron Butler)
	26	Office of Elections (433 N. Byron Butler)
	27	Memorial Hospital (333 N. Byron Butler)
:30	1	Super Wash (1403 Hampton Spring Rd.)
:35	2	Perrytown Apartments (500 S. Warner Ave.)
	3	Jerkins Community Ctr. (1201 MLK Blvd.)
	4	Exxon (1203 Byron Butler Pkwy)
:40	5	Woodridge Apts. (709 W. Church St.)
	6	CVS (105 W. Hampton Spring Rd)
:45	7	Family Dollar (1503 S. Jefferson)
:50	8	Winn Dixie (2057 S. Byron Butler)
	9	Walgreen's (2117 S. Byron Butler)
:55	10	Southern Villas (315 Puckett Rd.)
	11	Stonegate Manor (544 Puckett Rd)
On the hour!	12	Big Bend Tech College (3233 S. Byron Butler)

Don't forget. The Shuttle ends service at 5:52 pm and does not provide service between 12:30 pm and 1:30 pm. Plan accordingly. Actual arrival and depature times may vary slightly due to traffic conditions.

To track the location of the Shuttle at any given time, visit **ww.bigbendtransit.org** or download the **RideBBT** app to your smartphone using the QR code below.



Available on the App Store

Google play



For assistance, please call Big Bend Transit at (850) 584-5566 or visit www.bigbendtransit.org

BIG BEND TRANSIT

BIG BEND TRANSIT

- Get real time estimates of the bus's location
- See your nearest stop and select a route
- Get important bus announcements

BIG BEND TRANSIT

Apple and Android QR Code

Get the free app: Ride BBT

Scan the QR code with your smartphone or search 'Ride BBT' in the app store.

ATTACHMENT C

BIG BEND TRANSIT

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 : _____

Emergency Contact Name: _____

Relationship: _____ Emergency Contact 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 ☐ 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, 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 for more information about the services that Big Bend Transit, Inc. offers in your community.

****

Office Use Only:

Received Date:_____Approved Date:_____Denied Date:_____

ATTACHMENT D

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, FL 32428

KEVIN THIBAULT
SECRETARY

October 16, 2019

Big Bend Transit, Inc.
Shawn Mitchell
2201 Eisenhower Street
Tallahassee, FL 32310

Re: Compliance Notice for the Big Bend Transit, Inc. Triennial On-Site Review, Triennial Maintenance Audit, Bus System and Security Review & Substance Abuse Management Review

Dear Mr. Mitchell,

This letter is to confirm that Big Bend Transit's Triennial On-Site Review, Triennial Maintenance Audit, Bus Safety and Security Review and Substance Abuse Management Review Corrective Action Plan (CAP) was satisfactory and have found your agency to be in compliance of the Florida Department of Transportation's (FDOT) regulations for providing public transportation services and for receiving federal funding under 49 U.S.C. § 5310, 5311 and 5339.

Your cooperation during the entire process was greatly appreciated and we look forward to working with you in the future to provide safe and efficient public transportation for the residents of Gadsden, Jefferson, Madison and Taylor Counties.

Should you have any questions or require additional information, please do not hesitate to contact me at (850) 330-1553, scott.walters@dot.state.fl.us, Toni Prough at (850) 330-1558, Debbie.prough@dot.state.fl.us or Zach Balassone at (321) 320-5694, znbalassone@transystems.com.

Respectfully,

Scott Walters, Modal Development Manager

CC: Toni Prough, FDOT
Zach Balassone, TranSystems

Bus Transit System Annual Safety and Security Certification

Certifying Compliance with Rule 14-90, FAC to the
Florida Department of Transportation (FDOT)

Certification Date (Current): 2020
Certification Year: (Previous): 2019
Name and Address of Bus Transit System: Big Bend Transit, Inc. 2201 Eisenhower St., Tallahassee, FL,32310

The Bus Transit System (Agency) named above hereby certifies the following:

1. *The Agency has adopted a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) pursuant to the standards set forth in Rule Chapter 14-90, Florida Administrative Code.*

2. *The Agency is in compliance with its adopted SSPP and SPP.*

3. *The Agency has performed annual safety inspections on all operational vehicles in accordance with Rule Chapter 14-90, Florida Administrative Code.*

4. *The Agency has conducted reviews of SSPP and SPP and the plans are up to date.*

Blue Ink Signature: _____ *Date: January 13, 2020*
(Individual Responsible for Assurance of Compliance)

Name: Shawn Mitchell Title: General Manager

Name and address of entity(ies) which has (have) performed bus safety inspections and security assessments:

Name: Domingo Ortiz

Address: 2201 Eisenhower St., Tallahassee, FL,32310

Name of Qualified Mechanic who Performed Annual Inspections: Domingo Ortiz

** Note: Please do not edit or otherwise change this form.*

ATTACHMENT E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

for a
SECTION 5311 SUBRECIPIENT
(Certifying compliance with 49 CFR Parts 40, 655)
To
Florida Department of Transportation

725-030-10
TRANSIT
12/01

DATE January 13, 2020

Section 5311 Subrecipient Information:
AGENCY NAME: Big Bend Transit, Inc.
ADDRESS: 2201 Eisenhower St.,Tall, FL, 32310
PHONE: 850-574-6266

FDOT District Office Information:
NAME: Debbie "Toni" Prough
ADDRESS: 1074 Hwy 90,Chipley,FL, 32428
PHONE: 850-330-1558

I, Shawn Mitchell (Name), General Manager (Title)

hereby certify that Big Bend Transit, Inc. (Name of Subrecepient) and its applicable contractor(s) (listing attached hereto) for N/A (Name of Subrecepient)

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)

BIG BEND TRANSIT

Substance Abuse Policy

Updated: January 2020

Big Bend Transit, Inc.
Substance Abuse Management Policy

In accordance with USDOT and FTA Regulations

Big Bend Transit, Inc. is dedicated to providing safe, dependable, and economical transportation service to its patrons. Big Bend Transit employees are a valuable resource and it is our agency's goal to provide a safe, healthy and satisfying working environment, free of the potential dangers posed by a safety-sensitive employee's use of prohibited drugs or misuse of alcohol.

This policy is established to comply with the Federal Transit Administration regulations codified as 49 CFR Part 655, as amended and USDOT regulations codified as 49 CFR Part 40, as amended. ***Policy provisions authorized by Big Bend Transit are italicized and bolded throughout this policy.*** All other policy provisions are implemented under the authority of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA).

This policy is approved by: Shawn Mitchell

Title of approving official: General Manager

Signature of approving official: _____

Date signed: 2/8/2018

Policy effective date: 02/08/2018

Table of Contents

1. Testing Program Background
2. Employee Applicability
3. USDOT/FTA Prohibited Drugs
4. Pre-employment Drug and Alcohol Background Checks
5. Pre-employment Testing
6. Random Testing
7. Reasonable Suspicion Testing
8. Post Accident Testing
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18. Refusal to Submit to USDOT/FTA Required Alcohol Testing
19. Big Bend Transit's Testing Program Contacts

1. **Testing Program Background**

The Omnibus Transportation Employee Testing Act of 1991 (OTETA) directed the United States Department of Transportation (USDOT) to promulgate regulations outlining the procedures for transportation workplace drug and alcohol testing. The USDOT regulations titled, "Procedures for Transportation Workplace Drug and Alcohol Testing" are codified as 49 CFR Part 40. The regulations ensure uniform practices for specimen collections, laboratory analysis, medical review, result reporting and the Return-to-Duty process for violating employees. The regulations are applicable to safety-sensitive employees in transportation workplaces throughout the nation (transit, railroad, aviation, commercial drivers, etc.).

The OTETA also directed each transportation administration to craft industry-specific regulations that define which employees are subject to testing, the testing circumstances, policy statement requirements and training requirements, relevant to that industry. Big Bend Transit, Inc. is required to comply with both the USDOT regulations described above, as well as the Federal Transit Administration regulations "Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations" which are codified as 49 CFR Part 655.

2. **Employee Applicability**

This policy and the USDOT/FTA testing program apply to all safety-sensitive Big Bend Transit employees. The policy also applies to volunteers who are required to hold a Commercial Drivers License (CDL) and volunteers that receive remuneration in excess of actual expenses accrued while carrying out assigned duties. Adherence to this policy and the USDOT/FTA testing program is a condition of employment in a safety-sensitive position with Big Bend Transit. All employees of Big Bend Transit who perform, or could be called upon to perform, any of the following duties are defined as safety-sensitive employees:

1. Operate a public transportation vehicle, while in or out of service
2. Operate an ancillary vehicle when the vehicle requires a commercial driver's license
3. Control the movement of a public transportation vehicle
4. Perform maintenance on a vehicle or equipment used in public transportation
5. Carry a firearm as part of transit security detail

The Big Bend Transit positions classified as safety-sensitive include:

- Transit Operators
- Transportation Managers and Assistant Transportation Managers
- Operations Assistants
- Mechanics, Maintenance Assistants and Maintenance Supervisor(s)
- Safety and Security Officer

3. **USDOT/FTA Prohibited Drug Classes**

- Amphetamines
- Cocaine
- Marijuana
- Opioids
- Phencyclidine (PCP)

4. **Pre-employment Drug and Alcohol Background Checks**

In accordance with 49 CFR Part 40.25, Big Bend Transit must make and document good faith efforts to perform drug and alcohol background checks for all applicants applying for a safety-sensitive position and all current employees applying for transfer into a safety-sensitive position. Testing information will be requested from each of the applicant's previous DOT covered employers during the two years prior to the date of application. Big Bend Transit must obtain the applicant's written consent for the release of their drug and alcohol testing information from their previous DOT covered employers to Big Bend Transit. Applicants refusing to provide written consent are prohibited from performing safety-sensitive functions for Big Bend Transit.

Safety-sensitive applicants who have previously violated the USDOT testing program must provide documentation that they have successfully completed the USDOT's Return-to-Duty process with a DOT-qualified Substance Abuse Professional (SAP). Failure to provide satisfactory documentation will exclude the applicant from being hired or transferred into a safety-sensitive position with Big Bend Transit.

5. **Pre-Employment Testing**

All applicants for safety-sensitive positions shall undergo a pre-employment urine drug test. Big Bend Transit must receive an MRO-verified negative drug test result prior to the applicant's first performance of any safety sensitive function, including behind-the-wheel training.

If an applicant's pre-employment urine drug test result is verified as positive, the applicant will be excluded from consideration for employment in a safety-sensitive position with Big Bend Transit. The applicant will be provided a list of USDOT-qualified Substance Abuse Professionals.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was also removed from the random testing pool for 90 days or more, must submit to a pre-employment urine drug test. Big Bend Transit must be in receipt of a negative drug test result prior to the employee resuming any safety-sensitive function.

6. **Random Testing**

Safety-sensitive employees will be subject to random, unannounced testing. Big Bend Transit will perform random testing in a manner that meets or exceeds the FTA minimum annual testing requirements, as amended. The selection of employees for random testing will be made using a scientifically valid method. All safety-sensitive employees will have an equal chance of being selected each time a random draw is performed. Random alcohol tests will be conducted just before, during or just after the employee's performance of a safety-sensitive function. Random drug tests may be conducted anytime an employee is on duty, on call for duty or on standby for duty.

Once an employee is notified that they have been selected for a random test, they must proceed immediately to the testing location. Failure to proceed immediately may be deemed

a refusal to test.

7. **Reasonable Suspicion Testing**

All safety-sensitive employees must submit to reasonable suspicion drug and/or alcohol testing when a supervisor or company official trained in detecting signs and symptoms of drug use and alcohol misuse has made specific, contemporaneous, articulable observations concerning an employee's appearance, speech, behavior and/or body odor. Reasonable suspicion testing for alcohol misuse will occur when observations are made just before, during, or just after the employee's performance of a safety-sensitive function. Reasonable suspicion testing for prohibited drugs may be conducted anytime an employee is on duty or on standby for duty and a trained supervisor has made the observations.

8. **Post-Accident Testing**

Fatal Accidents: Safety-sensitive employees must submit to post-accident drug and alcohol testing following an accident involving a public transportation vehicle that results in the loss of human life. In addition to a surviving operator of the vehicle, any other surviving, safety-sensitive employee whose performance could have contributed to the accident must also be tested.

Non-Fatal Accidents: All safety-sensitive employees whose actions cannot be completely discounted as a contributing factor must submit to post-accident drug and alcohol testing when a non-fatal accident meets one or more of the following thresholds:

1. An individual suffers bodily injury and immediately receives medical treatment away from the scene
2. One or more vehicles incurs disabling damage that requires the vehicle(s) to be towed away from the accident scene
3. If the public transportation vehicle is a rail car, trolley car, trolley bus or vessel and has been removed from service.

Big Bend Transit officials will use the best information available at the scene, to determine if a safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident.

Post-accident drug and alcohol tests will be conducted as soon as practicable following the accident. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing will be deemed to have refused the test. However, employees are not prohibited from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

9. **Urine Specimen Collections**

Urine specimen collections will be conducted in accordance with USDOT rule, 49 CFR Part 40, as amended. Collectors will be appropriately trained and qualified to perform urine specimen

collections for USDOT covered employers. Urine specimen collectors will use the split-specimen collection method and will afford the donor (employee) the greatest degree of privacy permitted per 49 CFR Part 40, as amended. When an observed collection is required, the observer will be of the same gender as the donor (employee).

10. **Refusal to Submit to Urine Drug Testing**

The following actions constitute a "refusal to test" in accordance with 49 CFR Part 40, as amended:

(1) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).

(2) Failure to remain at the testing site until the testing process is completed (after the process has been started)

(3) Failure to provide a urine specimen for any drug test required by this part or DOT agency regulations

(4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen

(5) Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure

(6) Failure or decline to take an additional drug test the employer or collector has directed you to take

(7) Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by Big Bend Transit

(8) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).

(9) For an observed collection, failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.

(10) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.

(11) Admitting to the collector or MRO that you adulterated or substituted the specimen.

(12) When the MRO verifies your drug test result as adulterated or substituted.

Refusing to submit to a USDOT/FTA required test is a violation of the USDOT/FTA testing program. Employees are required to be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. ***Per Big Bend Transit authority, violation of the USDOT/FTA testing program will result in termination of employment.***

11. **Urine Specimen Analysis**

All specimens will be transported or shipped to a laboratory certified by the Department of Health and Human Services (DHHS). All specimens will be analyzed at the laboratory in accordance with 49 CFR Part 40, as amended. The procedures that will be used to test for the presence of prohibited drugs will protect the employee and the integrity of the drug testing process, safeguard the validity of the test results and ensure that the test results are attributed to the correct employee. Laboratory confirmed drug test results will be released only to a certified Medical Review Officer (MRO) for review and verification.

Negative-Dilute Specimens

Upon receipt of an MRO verified negative-dilute drug test result with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, Big Bend Transit will require applicants and employees to submit to a second urine collection per 49 CFR Part 40.197. The collection of the second specimen will not be conducted using direct observation procedures. The MRO verified result of the second urine drug test will be accepted by Big Bend Transit as the final result and the test of record. ***Big Bend Transit will apply this policy provision uniformly for all pre-employment and random urine drug tests reported by the Medical Review Officer to have creatinine levels greater than 5mg/dl but less than 20mg/dl (negative-dilute results).*** Once notified that a second collection is required, employees must proceed immediately for testing. An employee's failure to report immediately may be deemed as a refusal to submit to testing, which is a violation of the USDOT/FTA testing program. ***Per Big Bend Transit's authority, violation of the USDOT/FTA testing program will result in termination of employment.***

12. **Role of the Medical Review Officer (MRO)**

The role of the Medical Review Officer is to review and verify laboratory confirmed test results obtained through a DOT-covered employer's testing program. When a non-negative drug test result is received, the MRO will communicate with the donor (employee) to determine if a legitimate medical explanation exists. When a legally prescribed medication has produced a non-negative result, the MRO will verify the prescription and report the result as "negative" to Big Bend Transit. Medical conditions and other information obtained by the MRO during the interview with the donor will be maintained in a confidential manner. However, if the MRO believes that a medication prescribed to the donor may pose a significant safety risk, the MRO will require the donor to contact his/her prescribing physician and request that the physician contact the MRO within 5 business days. The MRO and prescribing physician will consult to determine if the employee's medication use presents a significant safety risk. Big Bend Transit will be notified by the MRO when the outcome of the consultation results in a determination that the donor's medication use presents a significant safety risk. If the employee's prescribing physician fails to respond, the safety concern will be reported to Big Bend Transit without consultation. Based on the MRO recommendation, Big Bend Transit may deem the employee medically disqualified from performing safety-sensitive functions. The MRO assigned to review and verify laboratory drug test results for Big Bend Transit is:

Name of MRO:	Dr. Natalie Hartenbaum
Address:	100 Horizon Drive, Ste 102, Chalfont, PA 18914
Phone Number:	800-732-3784

Fax Number: 215-396-5610

13. **Consequence for MRO Verified Positive Drug Test**
When Big Bend Transit is notified of an MRO verified positive drug test, or a test refusal due to adulteration or substitution; the violating employee will be immediately removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. Applicants will be excluded from hire and provided a list of DOT-qualified Substance Abuse Professionals. ***Per Big Bend Transit authority, violation of the USDOT/FTA testing program will result in termination of employment.***

14. **Split Specimen Testing**
As an important employee protection, split specimen collection procedures will be used for all USDOT/FTA urine collections. When an employee challenges an MRO verified result, he/she may request that the split specimen (bottle B) be tested at a different DHHS certified laboratory that conducted the test of the primary specimen (bottle A). Instructions for requesting the split specimen test will be provided by the Medical Review Officer during his/her interview with the donor (employee). In accordance with USDOT rule, Big Bend Transit will ensure that the fee to process the split specimen test is covered, in order for a timely analysis of the split specimen. ***Big Bend Transit may seek reimbursement for the cost of the split specimen test.***

15. **Alcohol Prohibition**
Safety-sensitive employees are prohibited from consuming alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater.
Safety-sensitive employees must not consume alcohol within eight (8) hours following an accident or until the employee submits to post-accident testing, whichever occurs first.

16. **Alcohol Testing**
All alcohol screening tests and confirmation tests will be performed in accordance with USDOT rule, 49 CFR Part 40. The procedures that will be used to test for alcohol misuse will protect the employee and the integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee.

When an alcohol-screening test indicates a blood alcohol concentration (BAC) of 0.02 or greater, a confirmation test will be performed using an evidential breath-testing device listed on the USDOT/ODAPC webpage as an "Approved Evidential Breath Measurement Device". The confirmed blood alcohol concentration (BAC) result will be transmitted by the technician to Big Bend Transit in a confidential manner. A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.02 or greater but less than 0.04 will be removed from safety-sensitive duties for a period of at least (8) eight hours or until test results fall below 0.02.

17. **Consequence for a USDOT/FTA Confirmed Alcohol Violation**
A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.04 or greater has violated the USDOT/FTA testing program and will be removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. ***Per Big Bend Transit***

authority, violation of the USDOT/FTA testing program will result in termination of employment.

18. **Refusal to Submit to Alcohol Testing**

The following actions constitute a refusal to submit to an alcohol test:
(1) Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
(2) Fail to remain at the testing site until the testing process is complete
(3) Fail to provide an adequate amount of saliva or breath for any USDOT required alcohol test
(4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
(5) Fail to undergo a medical examination or evaluation, as directed by the [Agency]
(6) Fail to sign the certification at Step 2 of the ATF
(7) Fail to cooperate with any part of the testing process.

Refusing to submit to a USDOT/FTA required test is a violation of USDOT/FTA testing program. Employees must be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. ***Per Big Bend Transit authority, violation of the USDOT/FTA testing program will result in termination of employment.***

19. **Big Bend Transit Testing Program Contacts**

Designated Employer Representative (Drug & Alcohol Program Manager)
Name: Eric Landis

Phone: 850-574-6266 Ext. 112

Email: elandis@bigbendtransit.org

Alternate (back-up) Program Manager
Name: Kenny Metayer

Phone: 850-574-6266 Ext. 113

Email: kmetayer@bigbendtransit.org

The referenced USDOT and FTA regulations, as well informational material related to this testing program are available for review and/or download from the Florida Department of Transportation's Substance Abuse Management Website: http://sam.cutr.usf.edu. Further information may be obtained from the USDOT's Office of Drug and Alcohol Policy and Compliance website: https://www.transportation.gov/odapc and the Federal Transit Administration's (FTA) website: https://transit-safety.fta.dot.gov/DrugAndAlcohol/Default.aspx

Employee Acknowledgement of Receipt of Big Bend Transit, Inc.
Substance Abuse Management Policy

I have received a legible copy of the Big Bend Transit Substance Abuse Management Policy. I understand that my employment in a safety-sensitive position with Big Bend Transit is conditioned upon full adherence to this policy.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____

ATTACHMENT F

GRIEVANCE PROCEDURES 2019 – 2020
TAYLOR COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED
Updated August 22, 2019

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 1-800-984-2435 or 850-488-6036 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. 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 1-877-254-1055.

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

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Jami Boothby
Phone: 850-838-3553
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

You may also contact 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 3rd ~~19th~~ day of September, 2019

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 3, 2019
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

LOCAL GRIEVANCE GUIDELINES FOR TRANSPORATION DISADVANTAGED SERVICES

Prepared by the

Commission for the Transportation Disadvantaged
605 Suwannee Street, Mail Station 49
Tallahassee, Florida 32399-0450
Tool 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 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.

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

Transportation Disadvantaged

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.

Transportation Disadvantaged

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 with 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.

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. 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.

ATTACHMENT G

County: Taylor
CTC: Big Bend Transit, Inc.
Contact: Shawn Mitchell
Post Office Box 1721
Tallahassee, FL 32302
850-574-6266

Email: smitchell@bigbendtransit.org

Demographics	Number
Total County Population	21,833
Unduplicated Head Count	872

Florida Commission for the Transportation Disadvantaged

Trips By Type of Service	2017	2018	2019
Fixed Route (FR)	0	0	0
Deviated FR	6,510	5,431	5,752
Complementary ADA	0	0	0
Paratransit	11,141	11,802	11,096
TNC	0	0	0
Taxi	0	0	0
School Board (School Bus)	0	0	0
Volunteers	0	0	0
TOTAL TRIPS	**17,651**	**17,233**	**16,848**
Passenger Trips By Trip Purpose			
Medical	6,446	5,830	4,926
Employment	3,869	3,540	3,281
Ed/Train/DayCare	3,834	4,376	5,211
Nutritional	54	1,576	1,913
Life-Sustaining/Other	3,448	1,911	1,517
TOTAL TRIPS	**17,651**	**17,233**	**16,848**
Passenger Trips By Revenue Source			
CTD	6,551	6,151	6,735
AHCA	3,997	3,460	2,046
APD	0	980	1,712
DOEA	0	0	0
DOE	0	0	0
Other	7,103	6,642	6,355
TOTAL TRIPS	**17,651**	**17,233**	**16,848**
Trips by Provider Type			
CTC	17,651	17,233	16,848
Transportation Operator	0	0	0
Coordination Contractor	0	0	0
TOTAL TRIPS	**17,651**	**17,233**	**16,848**

Vehicle Data	2017	2018	2019
Vehicle Miles	263,823	197,929	193,576
Roadcalls	6	1	7
Accidents	0	1	0
Vehicles	8	7	8
Drivers	7	7	6
Financial and General Data			
Expenses	$651,620	$649,394	$698,544
Revenues	$666,407	$654,905	$636,684
Commendations	1	6	4
Complaints	0	0	0
Passenger No-Shows	266	265	308
Unmet Trip Requests	0	0	0
Performance Measures			
Accidents per 100,000 Miles	0	0.51	0
Miles between Roadcalls	43,970	197,929	27,654
Avg. Trips per Passenger	20.60	19.28	19.32
Cost per Trip	$36.92	$37.68	$41.46
Cost per Paratransit Trip	$36.92	$37.68	$41.46
Cost per Total Mile	$2.47	$3.28	$3.61
Cost per Paratransit Mile	$2.47	$3.28	$3.61

FY18/19 Trips By Purpose

County	Medical			Employment			Education/Training/Daycare		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	42,136	7,483	49,619	28,946	0	28,946	4,876	63,374	68,250
Leon	30,543	0	30,543	40,144	0	40,144	45,116	0	45,116
Levy	9,139	0	9,139	745	0	745	17,275	0	17,275
Liberty	11,602	0	11,602	821	0	821	7,338	0	7,338
Madison	7,773	0	7,773	2,725	0	2,725	4,768	0	4,768
Manatee	45,529	90	45,619	14,599	1,425	16,024	31,063	54,722	85,785
Marion	52,830	0	52,830	1,910	0	1,910	5,760	27,808	33,568
Martin	5,255	579	5,834	29	170	199	280	52,200	52,480
Miami-Dade	0	224,778	224,778	0	39,388	39,388	0	326,887	326,887
Monroe	4,507	10,665	15,172	0	1,964	1,964	1,602	18,971	20,573
Nassau	20,012	0	20,012	11,498	0	11,498	5,570	0	5,570
Okaloosa	40,733	0	40,733	34,691	0	34,691	1,620	0	1,620
Okeechobee	6,734	0	6,734	372	0	372	2	0	2
Orange	193,390	20,786	214,176	119,767	0	119,767	50,398	147,984	198,382
Osceola	46,761	4,222	50,983	26,917	0	26,917	9,373	37,323	46,696
Palm Beach	132,092	0	132,092	172,608	0	172,608	315,724	0	315,724
Pasco	154,761	5,948	160,709	685	3,050	3,735	8,354	42,757	51,111
Pinellas	1,657,180	20,095	1,677,275	1,543,901	1,121	1,545,022	132,555	51,764	184,319
Polk	121,039	7,004	128,043	5,661	327	5,988	140,282	36,568	176,850
Putnam	24,932	0	24,932	39,047	0	39,047	108	0	108
Saint Johns	24,947	0	24,947	4,940	0	4,940	3,221	0	3,221
Saint Lucie	38,026	9,443	47,469	8,928	1,932	10,860	4,487	43,035	47,522
Santa Rosa	12,002	0	12,002	5,893	0	5,893	3,163	0	3,163
Sarasota	61,067	2,906	63,973	26,984	22	27,006	60,882	71,231	132,113
Seminole	49,042	22,747	71,789	35,334	0	35,334	13,747	8,089	21,836
Sumter	4,801	333	5,134	5,422	6,870	12,292	10,288	4,431	14,719
Suwannee	4,301	0	4,301	786	0	786	1,780	7,821	9,601
Taylor	4,926	0	4,926	3,281	0	3,281	5,211	0	5,211
Union	3,955	0	3,955	16	0	16	6	0	6
Volusia	116,721	6,590	123,311	56,347	991	57,338	74,393	1,652	76,045
Wakulla	6,830	0	6,830	876	0	876	385	0	385
Walton	13,982	0	13,982	6,841	0	6,841	9,503	0	9,503
Washington	8,552	0	8,552	3,211	0	3,211	369	0	369
TOTAL	**3,841,130**	**546,237**	**4,387,367**	**2,883,515**	**141,494**	**3,025,009**	**1,586,141**	**1,646,439**	**3,232,580**

FY18/19 Trips By Purpose

County	Nutritional			Life-Sustaining/Other			Systemwide		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	2,665	2,105	4,770	17,792	2,165	19,957	96,415	75,127	171,542
Leon	2,280	0	2,280	42,689	0	42,689	160,772	0	160,772
Levy	754	0	754	2,774	0	2,774	30,687	0	30,687
Liberty	911	0	911	2,120	0	2,120	22,792	0	22,792
Madison	1,014	0	1,014	1,035	0	1,035	17,315	0	17,315
Manatee	4,060	5,451	9,511	12,262	4,771	17,033	107,513	66,459	173,972
Marion	18,964	0	18,964	5,176	0	5,176	84,640	27,808	112,448
Martin	313	0	313	1,213	0	1,213	7,090	52,949	60,039
Miami-Dade	0	297,963	297,963	2,847,921	95,908	2,943,829	2,847,921	984,924	3,832,845
Monroe	0	2,295	2,295	6,934	5,161	12,095	13,043	39,056	52,099
Nassau	12,437	0	12,437	5,216	0	5,216	54,733	0	54,733
Okaloosa	3,543	0	3,543	6,384	0	6,384	86,971	0	86,971
Okeechobee	3,280	0	3,280	892	0	892	11,280	0	11,280
Orange	135	62,377	62,512	503,914	31,908	535,822	867,604	263,055	1,130,659
Osceola	27	25,841	25,868	159,959	6,086	166,045	243,037	73,472	316,509
Palm Beach	82,514	0	82,514	270,013	0	270,013	972,951	0	972,951
Pasco	5,829	3,050	8,879	5,177	12,504	17,681	174,806	67,309	242,115
Pinellas	687,895	3,674	691,569	369,556	25,435	394,991	4,391,087	102,089	4,493,176
Polk	17,482	10,169	27,651	418,545	31,023	449,568	703,009	85,091	788,100
Putnam	17	0	17	76,465	0	76,465	140,569	0	140,569
Saint Johns	15,652	0	15,652	292,499	0	292,499	341,259	0	341,259
Saint Lucie	6,710	945	7,655	50,212	12,744	62,956	108,363	68,099	176,462
Santa Rosa	556	0	556	920	0	920	22,534	0	22,534
Sarasota	0	0	0	39,894	2,065	41,959	188,827	76,224	265,051
Seminole	20	8,799	8,819	169,678	7,560	177,238	267,821	47,195	315,016
Sumter	4,362	0	4,362	28,662	1,335	29,997	53,535	12,969	66,504
Suwannee	1	0	1	3,875	0	3,875	10,743	7,821	18,564
Taylor	1,913	0	1,913	1,517	0	1,517	16,848	0	16,848
Union	1,366	0	1,366	267	0	267	5,610	0	5,610
Volusia	16,792	1,456	18,248	192,292	40,743	233,035	456,545	51,432	507,977
Wakulla	2,621	0	2,621	2,780	0	2,780	13,492	0	13,492
Walton	4,812	0	4,812	9,583	0	9,583	44,721	0	44,721
Washington	213	0	213	5,750	0	5,750	18,095	0	18,095
TOTAL	**1,343,511**	**565,121**	**1,908,632**	**7,951,467**	**598,308**	**8,549,775**	**17,605,764**	**3,497,599**	**21,103,363**

FY18/19 Trips By Passenger Type

County	Older Adults			Children At Risk			Persons With Disabilities		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	29,420	22,679	52,099	19,968	0	19,968	2,000	37,952	39,952
Leon	56,285	0	56,285	0	0	0	82,355	0	82,355
Levy	10,636	0	10,636	154	0	154	7,401	0	7,401
Liberty	13,448	0	13,448	3,647	0	3,647	1,368	0	1,368
Madison	6,830	0	6,830	67	0	67	2,196	0	2,196
Manatee	828	12,667	13,495	0	4,495	4,495	96,689	41,348	138,037
Marion	10,381	0	10,381	2,325	0	2,325	64,259	27,808	92,067
Martin	6,381	13,306	19,687	0	4,243	4,243	709	35,400	36,109
Miami-Dade	0	463,606	463,606	0	33,071	33,071	0	330,554	330,554
Monroe	2,036	18,544	20,580	6,612	194	6,806	344	15,793	16,137
Nassau	27,200	0	27,200	320	0	320	5,546	0	5,546
Okaloosa	32,253	0	32,253	671	0	671	23,002	0	23,002
Okeechobee	7,500	0	7,500	0	0	0	1,661	0	1,661
Orange	218,092	70,899	288,991	34,372	33	34,405	185,976	188,507	374,483
Osceola	51,759	32,191	83,950	8,882	7	8,889	35,630	36,804	72,434
Palm Beach	440,567	0	440,567	0	0	0	412,689	0	412,689
Pasco	62,397	5,680	68,077	2,658	0	2,658	84,537	1,537	86,074
Pinellas	80,762	8,053	88,815	11,852	0	11,852	1,897,933	88,485	1,986,418
Polk	81,569	12,306	93,875	103,356	0	103,356	165,453	66,038	231,491
Putnam	14,016	0	14,016	29,193	0	29,193	11,431	0	11,431
Saint Johns	24,725	0	24,725	6,340	0	6,340	22,293	0	22,293
Saint Lucie	80,305	3,889	84,194	0	3,416	3,416	2,928	15,813	18,741
Santa Rosa	8,727	0	8,727	6	0	6	11,165	0	11,165
Sarasota	0	2	2	0	0	0	135,763	43,336	179,099
Seminole	62,223	22,787	85,010	10,715	41	10,756	51,241	24,367	75,608
Sumter	15,293	0	15,293	21,456	0	21,456	9,032	12,969	22,001
Suwannee	3,389	0	3,389	925	0	925	0	7,821	7,821
Taylor	4,917	0	4,917	312	0	312	2,421	0	2,421
Union	3,460	0	3,460	43	0	43	1,003	0	1,003
Volusia	44,064	50,052	94,116	1,090	0	1,090	401,030	1,380	402,410
Wakulla	4,379	0	4,379	23	0	23	4,432	0	4,432
Walton	28,284	0	28,284	8,167	0	8,167	5,465	0	5,465
Washington	11,265	0	11,265	4,002	0	4,002	1,243	0	1,243
TOTAL	**2,624,451**	**949,056**	**3,573,507**	**373,563**	**147,306**	**520,869**	**5,354,883**	**2,027,231**	**7,382,114**

FY18/19 Trips by Passenger Type

County	Low Income			Other			System Total		
	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total	CTC/ Operator	Coordination Contractor	Total
Lee	1,014	14,496	15,510	44,013	0	44,013	96,415	75,127	171,542
Leon	0	0	0	22,132	0	22,132	160,772	0	160,772
Levy	1,806	0	1,806	10,690	0	10,690	30,687	0	30,687
Liberty	4,102	0	4,102	227	0	227	22,792	0	22,792
Madison	5,811	0	5,811	2,411	0	2,411	17,315	0	17,315
Manatee	0	7,335	7,335	9,996	614	10,610	107,513	66,459	173,972
Marion	6,817	0	6,817	858	0	858	84,640	27,808	112,448
Martin	0	0	0	0	0	0	7,090	52,949	60,039
Miami-Dade	2,847,921	36,086	2,884,007	0	121,607	121,607	2,847,921	984,924	3,832,845
Monroe	3,462	0	3,462	589	4,525	5,114	13,043	39,056	52,099
Nassau	14,001	0	14,001	7,666	0	7,666	54,733	0	54,733
Okaloosa	31,045	0	31,045	0	0	0	86,971	0	86,971
Okeechobee	2,117	0	2,117	2	0	2	11,280	0	11,280
Orange	0	3,616	3,616	429,164	0	429,164	867,604	263,055	1,130,659
Osceola	0	2,100	2,100	146,766	2,370	149,136	243,037	73,472	316,509
Palm Beach	24,120	0	24,120	95,575	0	95,575	972,951	0	972,951
Pasco	25,214	4,251	29,465	0	55,841	55,841	174,806	67,309	242,115
Pinellas	2,400,540	5,479	2,406,019	0	72	72	4,391,087	102,089	4,493,176
Polk	194,214	4,642	198,856	158,417	2,105	160,522	703,009	85,091	788,100
Putnam	0	0	0	85,929	0	85,929	140,569	0	140,569
Saint Johns	3,463	0	3,463	284,438	0	284,438	341,259	0	341,259
Saint Lucie	25,130	44,973	70,103	0	8	8	108,363	68,099	176,462
Santa Rosa	2,636	0	2,636	0	0	0	22,534	0	22,534
Sarasota	53,064	32,886	85,950	0	0	0	188,827	76,224	265,051
Seminole	0	0	0	143,642	0	143,642	267,821	47,195	315,016
Sumter	7,121	0	7,121	633	0	633	53,535	12,969	66,504
Suwannee	0	0	0	6,429	0	6,429	10,743	7,821	18,564
Taylor	8,106	0	8,106	1,092	0	1,092	16,848	0	16,848
Union	1,104	0	1,104	0	0	0	5,610	0	5,610
Volusia	0	0	0	10,361	0	10,361	456,545	51,432	507,977
Wakulla	297	0	297	4,361	0	4,361	13,492	0	13,492
Walton	2,805	0	2,805	0	0	0	44,721	0	44,721
Washington	1,585	0	1,585	0	0	0	18,095	0	18,095
TOTAL	**7,489,657**	**180,425**	**7,670,082**	**1,763,210**	**193,581**	**1,956,791**	**17,605,764**	**3,497,599**	**21,103,363**

FY18/19 Trips By Revenue Source

	AHCA			APD			CTD			DEO		
County	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	25,985	2,032	28,017	28,644	4,070	32,714	40,224	0	40,224	0	0	0
Leon	0	0	0	22,281	0	22,281	22,726	0	22,726	0	0	0
Levy	285	0	285	7,401	0	7,401	7,093	0	7,093	0	0	0
Liberty	14,951	0	14,951	0	0	0	5,377	0	5,377	0	0	0
Madison	5,095	0	5,095	4,504	0	4,504	5,251	0	5,251	0	0	0
Manatee	1,130	1,542	2,672	24,167	34,471	58,638	25,730	0	25,730	0	0	0
Marion	2,373	0	2,373	0	26,380	26,380	33,703	0	33,703	0	0	0
Martin	0	0	0	0	35,408	35,408	7,090	0	7,090	0	0	0
Miami-Dade	0	0	0	0	128,029	128,029	2,847,920	0	2,847,920	0	0	0
Monroe	0	14,674	14,674	0	0	0	11,230	0	11,230	0	0	0
Nassau	2,050	0	2,050	0	0	0	30,341	0	30,341	0	0	0
Okaloosa	16,295	0	16,295	0	0	0	29,794	0	29,794	0	0	0
Okeechobee	174	0	174	0	0	0	3,860	0	3,860	0	0	0
Orange	0	11,901	11,901	0	181,318	181,318	135,322	0	135,322	0	0	0
Osceola	0	2,929	2,929	0	32,204	32,204	37,543	0	37,543	0	1	1
Palm Beach	0	0	0	0	0	0	245,879	0	245,879	0	0	0
Pasco	0	0	0	0	27,055	27,055	62,396	0	62,396	0	0	0
Pinellas	0	3,639	3,639	88,943	43,928	132,871	3,621,324	0	3,621,324	0	0	0
Polk	0	0	0	0	23,303	23,303	169,964	0	169,964	0	0	0
Putnam	12,529	0	12,529	32,799	0	32,799	28,195	0	28,195	0	0	0
Saint Johns	0	0	0	0	0	0	27,159	0	27,159	0	0	0
Saint Lucie	0	253	253	0	52,412	52,412	40,494	0	40,494	0	0	0
Santa Rosa	1,689	0	1,689	2,222	0	2,222	12,224	0	12,224	0	0	0
Sarasota	0	710	710	0	3,969	3,969	46,686	0	46,686	0	0	0
Seminole	0	6,581	6,581	0	10,683	10,683	34,117	0	34,117	0	0	0
Sumter	0	0	0	0	12,967	12,967	17,792	0	17,792	0	0	0
Suwannee	0	0	0	1,222	7,821	9,043	5,029	0	5,029	0	0	0
Taylor	2,046	0	2,046	1,712	0	1,712	6,735	0	6,735	0	0	0
Union	1,760	0	1,760	0	0	0	3,850	0	3,850	0	0	0
Volusia	0	0	0	0	0	0	52,172	0	52,172	0	0	0
Wakulla	4,100	0	4,100	332	0	332	6,582	0	6,582	0	0	0
Walton	1,508	0	1,508	1,916	0	1,916	26,487	0	26,487	0	0	0
Washington	2,294	0	2,294	4,685	0	4,685	10,764	0	10,764	0	0	0
TOTAL	**165,729**	**165,701**	**331,430**	**351,297**	**1,027,864**	**1,379,161**	**9,941,361**	**0**	**9,941,361**	**6**	**1**	**7**

FY18/19 Trips By Revenue Source

	DCF			DOE			DOEA			DOH		
County	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	0	0	0	0	0	0	1,548	0	1,548	0	0	0
Leon	0	0	0	0	0	0	0	0	0	0	0	0
Levy	0	0	0	0	0	0	1,306	0	1,306	0	0	0
Liberty	0	0	0	0	0	0	1,840	0	1,840	0	0	0
Madison	0	0	0	51	0	51	0	0	0	0	0	0
Manatee	0	0	0	1,047	0	1,047	828	8,627	9,455	0	8,627	8,627
Marion	0	0	0	0	0	0	0	0	0	0	0	0
Martin	0	4,243	4,243	0	0	0	0	0	0	0	0	0
Miami-Dade	0	24,317	24,317	0	11,870	11,870	0	240,906	240,906	0	240,906	240,906
Monroe	0	4,725	4,725	0	0	0	0	0	0	0	0	0
Nassau	0	0	0	0	0	0	7,732	0	7,732	0	0	0
Okaloosa	0	0	0	38	0	38	3,536	0	3,536	0	0	0
Okeechobee	0	0	0	0	0	0	1,516	0	1,516	0	0	0
Orange	0	0	0	0	0	0	0	46,326	46,326	0	46,326	46,326
Osceola	0	0	0	0	0	0	0	19,304	19,304	0	19,304	19,304
Palm Beach	0	0	0	0	0	0	0	0	0	0	0	0
Pasco	0	4,251	4,251	0	0	0	9,933	0	9,933	0	0	0
Pinellas	0	19,215	19,215	3,234	0	3,234	43,409	0	43,409	0	0	0
Polk	50,597	0	50,597	103,356	0	103,356	8,943	0	8,943	67,285	0	67,285
Putnam	0	0	0	0	0	0	0	0	0	0	0	0
Saint Johns	0	0	0	0	0	0	0	0	0	0	0	0
Saint Lucie	0	0	0	0	269	269	3,950	0	3,950	0	0	0
Santa Rosa	0	0	0	0	0	0	0	0	0	0	0	0
Sarasota	0	0	0	0	0	0	0	0	0	0	0	0
Seminole	0	0	0	0	0	0	0	13,342	13,342	0	13,342	13,342
Sumter	0	0	0	0	0	0	3,692	0	3,692	0	0	0
Suwannee	0	0	0	0	0	0	0	0	0	6	0	6
Taylor	0	0	0	0	0	0	0	0	0	0	0	0
Union	0	0	0	0	0	0	0	0	0	0	0	0
Volusia	0	0	0	383	0	383	26,363	0	26,363	0	0	0
Wakulla	0	0	0	0	0	0	0	0	0	0	0	0
Walton	0	0	0	0	0	0	6,230	0	6,230	0	0	0
Washington	0	0	0	0	0	0	208	0	208	0	0	0
TOTAL	**57,024**	**128,066**	**185,090**	**131,678**	**42,407**	**174,085**	**218,392**	**420,444**	**638,836**	**67,343**	**420,444**	**487,787**

FY18/19 Trips By Revenue Source

	DJJ			FDOT			Local Government		
County	**CTC / Op**	**CC**	**Total**	**CTC / Op**	**CC**	**Total**	**CTC / Op**	**CC**	**Total**
Lee	0	0	0	0	50,280	50,280	0	4,254	4,254
Leon	0	0	0	10,660	0	10,660	86,163	0	86,163
Levy	0	0	0	14,308	0	14,308	0	0	0
Liberty	0	0	0	0	0	0	576	0	576
Madison	0	0	0	0	0	0	1,132	0	1,132
Manatee	0	0	0	1	2,845	2,846	54,609	3,892	58,501
Marion	0	0	0	31,529	1	31,530	17,034	0	17,034
Martin	0	0	0	0	0	0	0	0	0
Miami-Dade	0	7,134	7,134	0	62,997	62,997	1	45,263	45,264
Monroe	0	0	0	0	0	0	1,696	18,792	20,488
Nassau	0	0	0	11,831	0	11,831	2,779	0	2,779
Okaloosa	0	0	0	18,095	0	18,095	119	0	119
Okeechobee	0	0	0	5,730	0	5,730	0	0	0
Orange	0	0	0	0	204	204	34,154	14,986	49,140
Osceola	0	0	0	0	1,267	1,267	37,279	11,673	48,952
Palm Beach	0	0	0	0	0	0	727,072	0	727,072
Pasco	0	0	0	33,719	14,788	48,507	63,495	0	63,495
Pinellas	0	0	0	68,576	4,114	72,690	470,451	10,808	481,259
Polk	11,266	0	11,266	1,048	10,649	11,697	62,586	1,159	63,745
Putnam	0	0	0	50,822	0	50,822	0	0	0
Saint Johns	0	0	0	302,762	0	302,762	5,226	0	5,226
Saint Lucie	0	0	0	30,458	4,326	34,784	32,996	2,802	35,798
Santa Rosa	0	0	0	6,368	0	6,368	1	0	1
Sarasota	0	0	0	0	0	0	127,512	0	127,512
Seminole	0	0	0	0	11,001	11,001	16,766	1,340	18,106
Sumter	0	0	0	21,456	0	21,456	9,032	1	9,033
Suwannee	0	0	0	769	0	769	1	0	1
Taylor	0	0	0	0	0	0	5,752	0	5,752
Union	0	0	0	0	0	0	0	0	0
Volusia	0	0	0	2,193	1,380	3,573	223,830	0	223,830
Wakulla	0	0	0	0	0	0	2,478	0	2,478
Walton	0	0	0	0	0	0	245	0	245
Washington	0	0	0	0	0	0	20	0	20
TOTAL	**11,526**	**7,134**	**18,660**	**1,022,532**	**344,430**	**1,366,962**	**3,433,421**	**308,287**	**3,741,708**

FY18/19 Trips By Revenue Source

County	Local Non Government			Other Fed/State Programs			Total By Revenue Source		
	CTC / Op	CC	Total	CTC / Op	CC	Total	CTC / Op	CC	Total
Lee	14	3,458	3,472	0	11,033	11,033	96,415	75,127	171,542
Leon	18,942	0	18,942	0	0	0	160,772	0	160,772
Levy	294	0	294	0	0	0	30,687	0	30,687
Liberty	0	0	0	48	0	48	22,792	0	22,792
Madison	1,282	0	1,282	0	0	0	17,315	0	17,315
Manatee	1	14,957	14,958	0	125	125	107,513	75,086	182,599
Marion	1	1,427	1,428	0	0	0	84,640	27,808	112,448
Martin	0	13,298	13,298	0	0	0	7,090	52,949	60,039
Miami-Dade	0	328,334	328,334	0	136,074	136,074	2,847,921	1,225,830	4,073,751
Monroe	117	865	982	0	0	0	13,043	39,056	52,099
Nassau	0	0	0	0	0	0	54,733	0	54,733
Okaloosa	13	0	13	19,081	0	19,081	86,971	0	86,971
Okeechobee	0	0	0	0	0	0	11,280	0	11,280
Orange	363,390	8,320	371,710	334,738	0	334,738	867,604	309,381	1,176,985
Osceola	99,690	5,640	105,330	68,525	454	68,979	243,037	92,776	335,813
Palm Beach	0	0	0	0	0	0	972,951	0	972,951
Pasco	3,042	21,215	24,257	2,221	0	2,221	174,806	67,309	242,115
Pinellas	95,150	16,012	111,162	0	4,373	4,373	4,391,087	102,089	4,493,176
Polk	95,821	43,493	139,314	132,143	6,487	138,630	703,009	85,091	788,100
Putnam	16,224	0	16,224	0	0	0	140,569	0	140,569
Saint Johns	6,112	0	6,112	0	0	0	341,259	0	341,259
Saint Lucie	465	6,026	6,491	0	0	0	108,363	66,088	174,451
Santa Rosa	30	0	30	0	0	0	22,534	0	22,534
Sarasota	14,629	59,718	74,347	0	11,827	11,827	188,827	76,224	265,051
Seminole	122,870	4,248	127,118	94,068	0	94,068	267,821	60,537	328,358
Sumter	1,563	1	1,564	0	0	0	53,535	12,969	66,504
Suwannee	3,715	0	3,715	1	0	1	10,743	7,821	18,564
Taylor	603	0	603	0	0	0	16,848	0	16,848
Union	0	0	0	0	0	0	5,610	0	5,610
Volusia	150,856	50,052	200,908	748	0	748	456,545	51,432	507,977
Wakulla	0	0	0	0	0	0	13,492	0	13,492
Walton	145	0	145	8,190	0	8,190	44,721	0	44,721
Washington	35	0	35	89	0	89	18,095	0	18,095
TOTAL	**1,525,001**	**829,549**	**2,354,550**	**680,454**	**221,705**	**902,159**	**17,605,764**	**3,916,032**	**21,521,796**

FY18/19 Summary of Vehicle Information

	Roadcalls			Accidents			Wheelchair Accessible Vehicles			Number of Vehicles		
County	**CTC/Op**	**CC**	**Total**	**CTC/Op**	**CC**	**Total**	**CTC/Op**	**CC**	**Total**	**CTC/Op**	**CC**	**Total**
Lee	15	2	17	1	1	2	43	17	60	45	76	121
Leon	50	0	50	0	0	0	24	0	24	24	0	24
Levy	3	0	3	0	0	0	17	0	17	18	0	18
Liberty	1	0	1	0	0	0	9	0	9	20	0	20
Madison	3	0	3	0	0	0	9	0	9	9	0	9
Manatee	133	0	133	15	1	16	40	27	67	40	47	87
Marion	13	1	14	3	0	3	41	4	45	41	14	55
Martin	0	5	5	0	0	0	17	15	32	23	29	52
Miami-Dade	0	53	53	0	15	15	0	171	171	0	329	329
Monroe	5	6	11	0	1	1	4	22	26	18	38	56
Nassau	15	0	15	1	0	1	27	0	27	27	0	27
Okaloosa	65	0	65	12	0	12	30	0	30	32	0	32
Okeechobee	2	0	2	0	0	0	6	0	6	6	0	6
Orange	203	38	241	32	19	51	125	52	177	130	139	269
Osceola	48	4	52	6	1	7	34	22	56	36	31	67
Palm Beach	1,439	0	1,439	114	0	114	247	0	247	247	0	247
Pasco	114	0	114	7	0	7	17	38	55	17	38	55
Pinellas	142	17	159	19	1	20	124	31	155	246	105	351
Polk	79	6	85	36	0	36	91	20	111	91	46	137
Putnam	16	0	16	0	0	0	0	0	0	32	0	32
Saint Johns	7	0	7	0	0	0	40	0	40	42	0	42
Saint Lucie	60	0	60	0	1	1	49	28	77	49	60	109
Santa Rosa	0	0	0	1	0	1	9	0	9	14	0	14
Sarasota	74	0	74	18	0	18	53	42	95	53	51	104
Seminole	38	18	56	7	1	8	42	13	55	44	29	73
Sumter	1	0	1	1	1	2	21	0	21	21	6	27
Suwannee	1	2	3	1	0	1	3	5	8	4	7	11
Taylor	7	0	7	0	0	0	8	0	8	8	0	8
Union	1	0	1	0	0	0	5	0	5	6	0	6
Volusia	196	0	196	0	0	0	128	16	144	128	38	166
Wakulla	0	0	0	0	0	0	8	0	8	12	0	12
Walton	0	0	0	0	0	0	8	0	8	18	0	18
Washington	2	0	2	1	0	1	9	0	9	14	0	14
TOTAL	**3,569**	**571**	**4,140**	**418**	**79**	**497**	**2,333**	**828**	**3,161**	**2,786**	**1,794**	**4,580**

(13)

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 2019-2020.**
MEETING DATE REQUESTED:	**June 1, 2020**

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

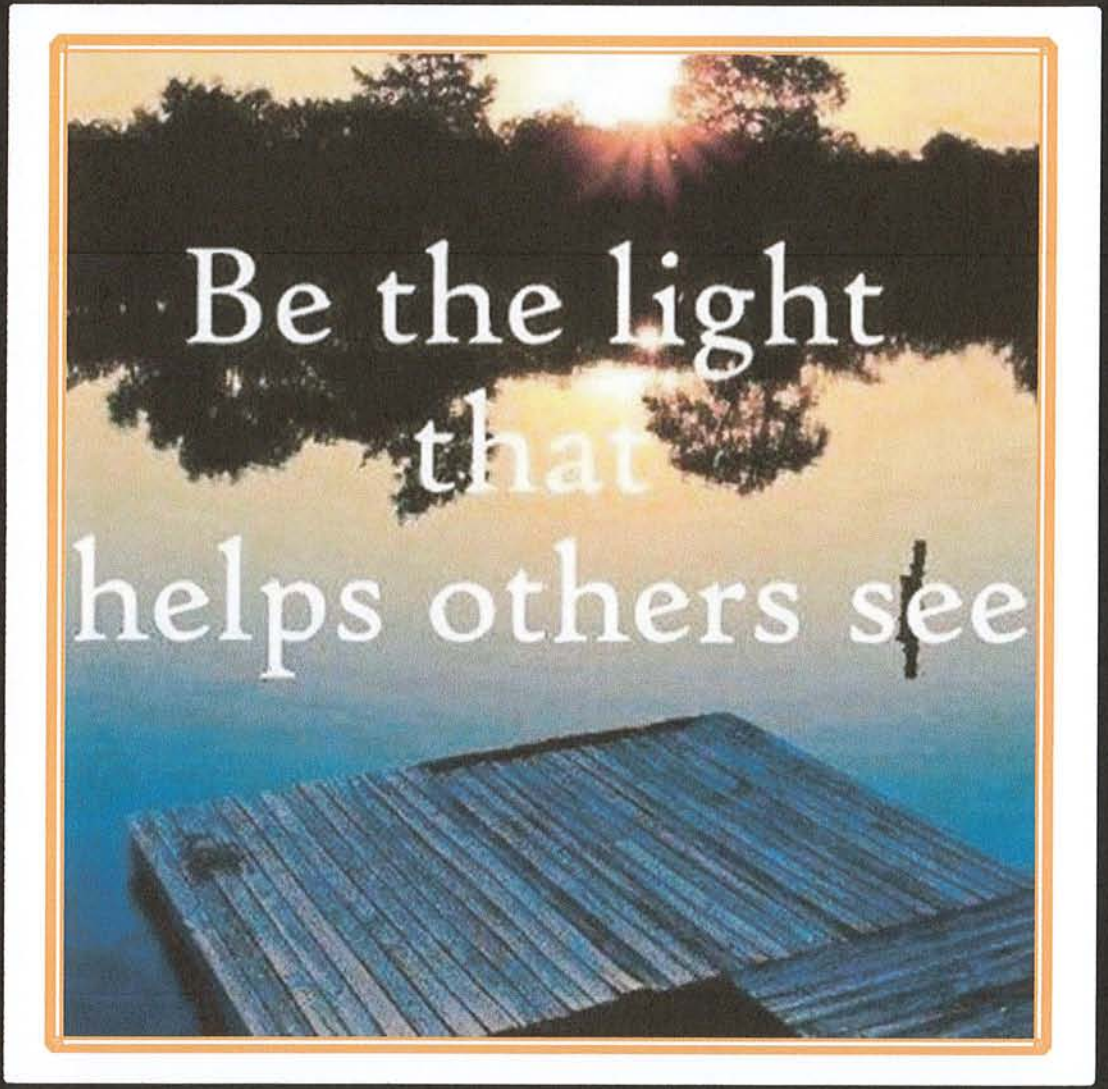
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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 2019-2020. The Local Coordinating Board for the Transportation Disadvantaged approved the TDSP update at the May 28, 2020 meeting.

Attachments: Transportation Disadvantaged Service Plan 2016-2021 Update for FY 2019-2020.

TAYLOR COUNTY
TRANSPORTATION DISADVANTAGED
SERVICE PLAN UPDATE 4
2016-2021

Taylor County Board of Commissioners



Updated May 2020

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

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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.

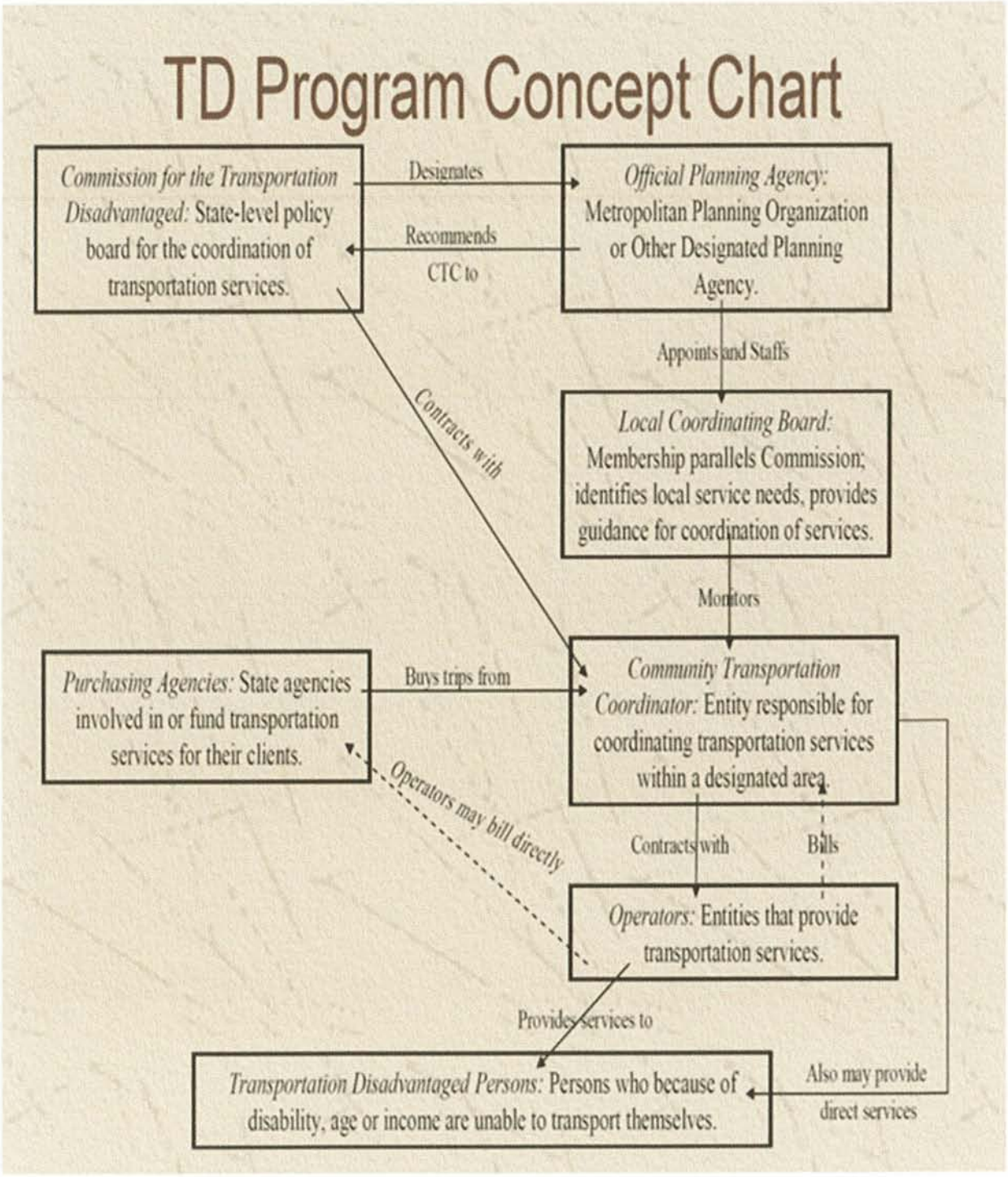
In addition to the general public, users of the coordinated transportation system for Taylor County include:

- 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

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. BBT and the Greyhound bus are the only public transportation carriers in Taylor County. The Taylor County Senior Center has a van which provides transportation to seniors who attend events at the center.

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 March 8, 2020, Taylor County has 13,747 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 15,242 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. 3,993 (26.2%) of the licensed drivers are 65 and over, with 93 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 16,848 in 2019. 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 2018 and 2019 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, and www.bestplaces.net/economy/county/florida/taylor.

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. The Board of Commissioners and the City of Perry have approved a tax incentive package for a developer who anticipates constructing a 300 unit apartment complex in Perry in 2019-2020. 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 #61 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, www.cdc.gov, www.floridacharts.com, www.bebr.ufl.edu/data/county/Taylor, www.doh.state.fl.us, and 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

Advance Reservation	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.
Evacuation	Within Taylor County	Door to Door	Ambulatory Wheelchair	Service provided according to agreement.	Service provided according to agreement.
Taylor County to Leon County	Taylor County to Leon County	Curb to Curb	Ambulatory Wheelchair	Daily	Monday through Friday
Taylor County to Lake City and or Gainesville	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

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:

- Mobility or physical disability or rider
- If applicant is vision or hearing impaired
- Mental disabilities of applicant
- If applicant has access to a vehicle
- Rider's ability to purchase transportation services
- Types of other public assistance or benefits rider is a recipient of
- If rider requires an escort to provide assistance and/or personal care

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/Mealsite 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. SYSYTEM 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 and 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.

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: Jami Evans Date: 5/14/2020

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
Jami Boothby	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

APPENDIX A

LOCAL COORDINATING BOARD MEMBERSHIP CERTIFICATION

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Signature: Jami Evans Date: 5/14/2020

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Open	Elderly (Over 60)	Alternate
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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
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Ward Ketring	Advocate	Alternate
Denny Knight	Veterans	Primary
Open	Veterans	Alternate
Geraldine Sparrow	Vocational Rehab	Primary
Jami Boothby	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

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

TRANSPORTATION DISADVANTAGED SERVICE PLAN
LOCAL COORDINATING BOARD
ROLL CALL VOTE

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				

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

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

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TAYLOR COUNTY
LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED

LOCAL COORDINATING BOARD MEMBERSHIP

Name	Designation	
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Bobby Stephanelli	Vocational Rehab	
Jami Evans	Taylor Co. BOCC.	Non-voting member
Shawn Mitchell	Big Bend Transit Inc.	Non-voting member
Robert Adams	Big Bend Transit Inc.	Non-voting member

APPENDIX B

CTC Service Standards Appendix B

Service Standards	Policy/Measure
Drug and Alcohol Testing	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.
Transport of Escorts and Dependent Children	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	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	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.
Vehicle Transfer Points	Vehicle transfer points shall provide shelter, security and safety of passengers.
Local Toll Free Telephone Number	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.
Out-of-Service Area Trips	Inter-county services between Taylor and Leon Counties are available weekly. Other inter-county services are provided when available.
Vehicle Cleanliness	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).
Billing Requirements	The CTC shall pay all bills to transportation subcontractors within 7 days after receipt of said payment by the CTC.
Passenger / Trip Database	Passenger/trip database must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
Adequate Seating	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.
Driver Identification	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.

Passenger (Loading) Assistance	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).
Smoking, Eating, and Drinking	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.
Passenger No-Shows	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	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.
Air Conditioning / Heating	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.
Cardio – Pulmonary Resuscitation (CPR) Training	All drivers shall be certified in CPR.
First Aid Training	All drivers shall be certified in First Aid.
Driver Criminal Back Ground Check	All drivers in the coordinated system shall meet Level 2 background screening requirements in accordance with Chapter 435, Florida Statutes.
Fixed Route Transit Utilization	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.
Pick-Up Window	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.
On-Time Performance	The CTC shall have a 90% on-time performance for all completed trips.
Advance Reservation Requirement	There shall be a 24 hour minimum advance notice requirement for all trips scheduled within the coordinated system, except under special circumstances.
Safety	1.2 accidents per 100,000 miles shall be the maximum allowable number of accidents for the evaluation period.
Reliability	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.

BIG BEND TRANSIT

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 : _____

Emergency Contact Name: _____

Relationship: _____ Emergency Contact 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 ☐ 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, 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 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 2019 – 2020
TAYLOR COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED

Updated August 22, 2019

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 1-800-984-2435 or 850-488-6036 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. 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 1-877-254-1055.

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

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Jami Boothby
Phone: 850-838-3553
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

You may also contact 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 4th ~~19th~~ day of September, 2019

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 3, 2019
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

LOCAL GRIEVANCE GUIDELINES FOR TRANSPORATION DISADVANTAGED SERVICES

Prepared by the

Commission for the Transportation Disadvantaged
605 Suwannee Street, Mail Station 49
Tallahassee, Florida 32399-0450
Tool 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 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.

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

Transportation Disadvantaged

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 with 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. 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.

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: _____

_____

_____

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Incident Recorded By: _____

Findings: _____

_____

_____

_____

_____

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_____

_____

_____

By: _____ Date: _____

Disposition: _____

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Authorized By: _____ Date: _____

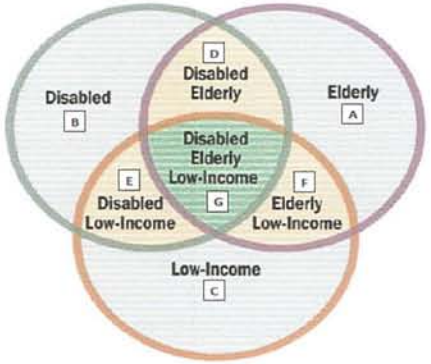
incident(wdw1)

APPENDIX D

FORECAST OF GENERAL AND CRITICAL NEED TRANSPORTATION DISADVANTAGED POPULATIONS

Taylor County

General TD Population Forecast	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
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 TD POPULATION	**8,122**	**8,164**	**8,205**	**8,248**	**8,290**	**8,332**	**8,375**	**8,418**	**8,461**	**8,505**	**8,548**
TOTAL POPULATION	**22,749**	**22,866**	**22,983**	**23,101**	**23,219**	**23,338**	**23,458**	**23,578**	**23,699**	**23,820**	**23,943**



Taylor County

Critical Need TD Population Forecast	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Total Critical TD Population											
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
Total Critical Need TD Population	***1,008***	***1,014***	***1,019***	***1,024***	***1,029***	***1,034***	***1,040***	***1,045***	***1,050***	***1,056***	***1,061***
Daily Trips - Critical Need TD Population											
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
Total Daily Trips Critical Need TD Population	**49**	**50**	**51**	**52**	**53**	**54**	**55**	**56**	**57**	**58**	**59**
Annual Trips	**12,253**	**12,461**	**12,671**	**12,885**	**13,103**	**13,335**	**13,571**	**13,811**	**14,056**	**14,304**	**14,529**

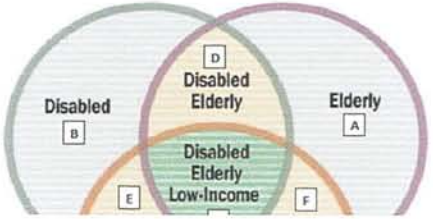
Assumes Annual Service Days = ***248***

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%
Total Non Elderly	**19,029**	**83.6%**	**2,762**	**12.1%**	**2,259**	**9.9%**	**619**	**2.72%**
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%
Total Elderly	**3,720**	**16.4%**	**270**	**1.2%**	**1,928**	**8.5%**	**62**	**0.27%**
Total	**22,749**	**100%**	**3,032**	**13.3%**	**4,187**	**18.4%**	**681**	**2.99%**

Double Counts 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
Total - Non-Duplicated		**8,122**

General TD Population		**% of Total**
Non-Duplicated General TD Population Estimate	**8,122**	35.7%



APPENDIX E-1

EXPANDED VEHICLE DATA PRINTOUT

VEHICLE# ODOMETR	MAKE YEAR DEPARTMENT	SIZE SERIAL NUMBER FUEL REGISTRATION NUM	VEHICLE LOCATION VEHICLE DRIVER	VEH GVW PLATE #	PURCH DT INSRVICE	PURCH$ RESELL	DEP/PD PERIODS	VALUE	INSURE LIC LICENS INS
0810	CHEVYSC TDTF	M 1GBJG31KX81124059	TAYLOR	0000000	02/18/2008	0	0		0 06
372424	2008 0006	U		X2135D----0132	02/18/2008	0	0		0 00
0906	CHEVY C 90257	H 1GBE4V1G38F414972	TAYLOR	0000000	04/01/2009	0	0		0 00
221707	2009 0006	U		X8484D----0133	04/01/2009	0	0		0 00
0911	FORD A 80208	L 1FBNE31L39DA91485	TAYLOR	0000000	08/26/2009	0	0		0 06
53904	2009 0006	U		X8488D	08/26/2009	0	0		0 01
1011	CHEVY C 90267	H 1GB9G5AG9A1105079	TAYLOR	0000000	12/08/2009	0	0		0 00
311370	2010 0006	U		X1215B----0134	12/08/2009	0	0		0 00
1301	FORD C TDTF	M 1FDFE4FS3DDA85437	TAYLOR	0000000	06/13/2013	0	0		0 00
206876	2013 0006	U		X7480B----0133	06/19/2013	0	0		0 00
1504	FORD C 91255	M 1FDEE3FL4FDA37463	TAYLOR	0000000	00/00/0000	0	0		0 00
173428	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
64071	2016 0006	U		X0383D	06/24/2016	0	0		0 01
1902	FORD C 20014	M 1FDFE4FS1KDC02171	TAYLOR	0000000	11/01/2018	0	0		0 00
53606	2019 0006	U		X8319D	11/26/2018	0	0		0 00

APPENDIX E-2

Bus Transit System Annual Safety and Security Certification

Certifying Compliance with Rule 14-90, FAC to the
Florida Department of Transportation (FDOT)

Certification Date (Current): 2020
Certification Year: (Previous): 2019
Name and Address of Bus Transit System: Big Bend Transit, Inc. 2201 Eisenhower St., Tallahassee, FL,32310

The Bus Transit System (Agency) named above hereby certifies the following:

1. *The Agency has adopted a System Safety Program Plan (SSPP) and a Security Program Plan (SPP) pursuant to the standards set forth in Rule Chapter 14-90, Florida Administrative Code.*

2. *The Agency is in compliance with its adopted SSPP and SPP.*

3. *The Agency has performed annual safety inspections on all operational vehicles in accordance with Rule Chapter 14-90, Florida Administrative Code.*

4. *The Agency has conducted reviews of SSPP and SPP and the plans are up to date.*

Blue Ink Signature: _____ *Date: January 13, 2020*
(Individual Responsible for Assurance of Compliance)

Name: Shawn Mitchell Title: General Manager

Name and address of entity(ies) which has (have) performed bus safety inspections and security assessments:

Name: Domingo Ortiz

Address: 2201 Eisenhower St., Tallahassee, FL,32310

Name of Qualified Mechanic who Performed Annual Inspections: Domingo Ortiz

** Note: Please do not edit or otherwise change this form.*

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, 2019

Coordinated Transportation			
ACTUAL PRIOR YEAR			
Local Funding		Direct Federal Funding	
Expenditures	# of Trips, Operating Subsidy or Capital	Expenditures	# of Trips, Operating Subsidy or Capital
$87,558	14,802		

Transportation Alternatives			
ACTUAL PRIOR YEAR			
Local Funding		Direct Federal Funding	
Expenditures	# of Trips, Operating Subsidy or Capital	Expenditures	# of Trips, Operating Subsidy or Capital

Other			
ACTUAL PRIOR YEAR			
Local Funding		Direct Federal Funding	
Expenditures	# of Trips, Operating Subsidy or Capital	Expenditures	# of Trips, Operating Subsidy or Capital

APPENDIX G

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

TRANSPORTATION DISADVANTAGED SERVICE PLAN
LOCAL COORDINATING BOARD
ROLL CALL VOTE
2018-2019 Annual Operating Report (AOR)

REPRESENTATION	MEMBER	VOTED FOR	VOTED AGAINST	ABSENT FROM VOTING
1. Chairperson (Taylor Co. BOCC)	Pam Feagle	✓		
2. Elderly (Over 60)	Edward Cullaro	✓		
3. Economically Disadvantaged	Theresa Copeland	✓		
4. FDOT	Sandra Collins	✓		
5. Disabled	Leslee Sunderland			✓
6. Department of Health	Kristie Lutz			✓
7. Career Source North Florida	Anthony Jennings	✓		
8. Children at Risk	Rhonda Brooks			✓
9. Taylor County School Board	Sharon Hathcock	✓		
10. FAHCA Medicaid	Deweece Ogden			✓
11. Advocate	Ward Ketring	✓		
12. Veterans	Denny Knight	✓		
13. Vocational Rehab	Geraldine Sparrow	✓		

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

December 5, 2019
Date

Pam Feagle
Coordinating Board Chairperson

Approved by the Commission for the Transportation Disadvantaged

Date

Executive Director

CTC Organization

County: Taylor
Fiscal Year: 7/1/2018 - 6/30/2019

CTC Status: Submitted
CTD Status: Under Review

Date Initiated: 8/28/2019

CTC Organization Name:	Big Bend Transit, Inc.
Address:	PO 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:	tba
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, tba, as the Local Coordinating Board 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): Pam Teagle

Florida Commission for the Transportation Disadvantaged

CTC Trips

County: Taylor
CTC Status: Submitted
CTC Organization: Big Bend Transit, Inc.
Fiscal Year: 07/01/2018 - 06/30/2019
CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Service Type - One Way						
Fixed Route/Fixed Schedule						
Daily Pass Trips	0	N/A	0	0	0	0
Weekly Pass Trips	0	N/A	0	0	0	0
Monthly Pass Trips	0	N/A	0	0	0	0
Deviated Fixed Route Service	5,752	N/A	5,752	5,431	0	5,431
Complementary ADA Service	0	N/A	0	0	0	0
Paratransit						
Ambulatory	8,735	0	8,735	9,473	0	9,473
Non-Ambulatory	2,361	0	2,361	2,329	0	2,329
Stretcher	0	0	0	0	0	0
Transportation Network Companies	0	N/A	0	0	0	0
Taxi	0	N/A	0	0	0	0
School Board (School Bus)	0	N/A	0	0	0	0
Volunteers	0	N/A	0	0	0	0
Total - Service Type	16,848	0	16,848	17,233	0	17,233
Contracted Transportation Operator						
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	0	0
Total - Contracted Transportation Operator Trips	0	0	0	0	0	0
Revenue Source - One Way						
Agency for Health Care Administration (AHCA)	2,046	0	2,046	3,460	0	3,460
Agency for Persons with Disabilities (APD)	1,712	0	1,712	980	0	980
Comm for the Transportation Disadvantaged (CTD)	6,735	N/A	6,735	6,151	0	6,151
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	2	0	2
Dept of Juvenile Justice (DJJ)	0	0	0	0	0	0
Dept of Transportation (DOT)	0	0	0	0	0	0
Local Government	5,752	0	5,752	5,431	0	5,431
Local Non-Government	603	0	603	1,209	0	1,209
Other Federal & State Programs	0	0	0	0	0	0
Total - Revenue Source	16,848	0	16,848	17,233	0	17,233

Florida Commission for the Transportation Disadvantaged

CTC Trips (cont'd)

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2018 - 06/30/2019

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Passenger Type - One Way						
Older Adults	4,917	0	4,917	4,541	0	4,541
Children At Risk	312	0	312	512	0	512
Persons With Disabilities	2,421	0	2,421	93	0	93
Low Income	8,106	0	8,106	9,482	0	9,482
Other	1,092	0	1,092	2,605	0	2,605
Total - Passenger Type	16,848	0	16,848	17,233	0	17,233
Trip Purpose - One Way						
Medical	4,926	0	4,926	5,830	0	5,830
Employment	3,281	0	3,281	3,540	0	3,540
Education/Training/Daycare	5,211	0	5,211	4,376	0	4,376
Nutritional	1,913	0	1,913	1,576	0	1,576
Life-Sustaining/Other	1,517	0	1,517	1,911	0	1,911
Total - Trip Purpose	16,848	0	16,848	17,233	0	17,233
Unduplicated Passenger Head Count (UDPHC)						
UDPHC	872	0	872	894	0	894
Total - UDPHC	872	0	872	894	0	894
Unmet & No Shows						
Unmet Trip Requests	0	N/A	0	0	0	0
No Shows	308	N/A	308	265	0	265
Customer Feedback						
Complaints	0	N/A	0	0	0	0
Commendations	4	N/A	4	6	0	6

Florida Commission for the Transportation Disadvantaged

CTC Vehicles & Drivers

County: Taylor

CTC Status: Submitted

CTC Organization: Big Bend Transit, Inc.

Fiscal Year: 07/01/2018 - 06/30/2019

CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Vehicle Miles						
Deviated Fixed Route Miles	35,855	N/A	35,855	0	0	0
Complementary ADA Service Miles	0	N/A	0	0	0	0
Paratransit Miles	157,721	0	157,721	197,929	0	197,929
Transportation Network Companies (TNC) Miles	0	N/A	0	0	0	0
Taxi Miles	0	N/A	0	0	0	0
School Board (School Bus) Miles	0	N/A	0	0	0	0
Volunteers Miles	0	N/A	0	0	0	0
Total - Vehicle Miles	193,576	0	193,576	197,929	0	197,929
Roadcalls & Accidents						
Roadcalls	7	0	7	1	0	1
Chargeable Accidents	0	0	0	1	0	1
Vehicle Inventory						
Total Number of Vehicles	8	0	8	7	0	7
Number of Wheelchair Accessible Vehicles	8	0	8	7	0	7
Drivers						
Number of Full Time & Part Time Drivers	6	0	6	7	0	7
Number of Volunteer Drivers	0	0	0	0	0	0

Florida Commission for the Transportation Disadvantaged

CTC Revenue Sources

County: Taylor
CTC Status: Submitted
CTC Organization: Big Bend Transit, Inc.
Fiscal Year: 07/01/2018 - 06/30/2019
CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Revenue Sources						
Agency for Health Care Administration (AHCA)	$ 117,396	$ 0	$ 117,396	$ 193,934	$ 0	$ 193,934
Agency for Persons with Disabilities (APD)	$ 16,350	$ 0	$ 16,350	$ 8,632	$ 0	$ 8,632
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	$ 20	$ 0	$ 20
Dept of Juvenile Justice (DJJ)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Commission for the Transportation Disadvantaged (CTD)						
Non-Sponsored Trip Program	$ 276,789	N/A	$ 276,789	$ 232,912	$ 0	$ 232,912
Non-Sponsored Capital Equipment	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Rural Capital Equipment	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
TD Other	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Department of Transportation (DOT)						
49 USC 5307	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
49 USC 5310	$ 70,759	$ 0	$ 70,759	$ 0	$ 0	$ 0
49 USC 5311	$ 84,182	$ 0	$ 84,182	$ 105,173	$ 0	$ 105,173
49 USC 5311 (f)	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Block Grant	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Service Development	$ 0	$ 0	$ 0	$ 32,426	$ 0	$ 32,426
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	$ 0	$ 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	$ 21,657	$ 0	$ 21,657	$ 29,799	$ 0	$ 29,799
Donations/Contributions	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
In-Kind Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Other Non-Government	$ 2,511	$ 0	$ 2,511	$ 4,969	$ 0	$ 4,969
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	$ 636,684	$ 0	$ 636,684	$ 654,905	$ 0	$ 654,905

Florida Commission for the Transportation Disadvantaged

CTC Expense Sources

County: Taylor
CTC Status: Submitted
CTC Organization: Big Bend Transit, Inc.
Fiscal Year: 07/01/2018 - 06/30/2019
CTD Status: Under Review

	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Expense Sources						
Labor	$ 288,137	$ 0	$ 288,137	$ 320,241	$ 0	$ 320,241
Fringe Benefits	$ 140,930	$ 0	$ 140,930	$ 143,502	$ 0	$ 143,502
Services	$ 24,725	$ 0	$ 24,725	$ 20,200	$ 0	$ 20,200
Materials & Supplies Consumed	$ 84,741	$ 0	$ 84,741	$ 69,311	$ 0	$ 69,311
Utilities	$ 11,730	$ 0	$ 11,730	$ 10,779	$ 0	$ 10,779
Casualty & Liability	$ 44,352	$ 0	$ 44,352	$ 27,691	$ 0	$ 27,691
Taxes	$ 294	$ 0	$ 294	$ 2	$ 0	$ 2
Miscellaneous	$ 11,160	$ 0	$ 11,160	$ 10,536	$ 0	$ 10,536
Interest	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Leases & Rentals	$ 13,854	$ 0	$ 13,854	$ 12,971	$ 0	$ 12,971
Capital Purchases	$ 78,621	$ 0	$ 78,621	$ 0	$ 0	$ 0
Contributed Services	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Allocated Indirect Expenses	$ 0	$ 0	$ 0	$ 34,161	$ 0	$ 34,161
Purchased Transportation Services						
Bus Pass	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
School Board (School Bus)	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Transportation Network Companies (TNC)	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Taxi	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Contracted Operator	$ 0	N/A	$ 0	$ 0	$ 0	$ 0
Total - Expense Sources	$ 698,544	$ 0	$ 698,544	$ 649,394	$ 0	$ 649,394

County: Taylor
CTC: Big Bend Transit, Inc.
Contact: Shawn Mitchell
PO BOX 1721
TALLAHASSEE, FL 32302
850-574-6266

Email: smitchell@bigbendtransit.org

Demographics	Number
Total County Population	21,833
Unduplicated Head Count	872

Florida Commission for the Transportation Disadvantaged

Trips By Type of Service	2017	2018	2019
Fixed Route (FR)	0	0	0
Deviated FR	6,510	5,431	5,752
Complementary ADA	0	0	0
Paratransit	11,141	11,802	11,096
TNC	0	0	0
Taxi	0	0	0
School Board (School Bus)	0	0	0
Volunteers	0	0	0
TOTAL TRIPS	**17,651**	**17,233**	**16,848**

Passenger Trips By Trip Purpose			
Medical	6,446	5,830	4,926
Employment	3,869	3,540	3,281
Ed/Train/DayCare	3,834	4,376	5,211
Nutritional	54	1,576	1,913
Life-Sustaining/Other	3,448	1,911	1,517
TOTAL TRIPS	**17,651**	**17,233**	**16,848**

Passenger Trips By Revenue Source			
CTD	6,551	6,151	6,735
AHCA	3,997	3,460	2,046
APD	0	980	1,712
DOEA	0	0	0
DOE	0	0	0
Other	7,103	6,642	6,355
TOTAL TRIPS	**17,651**	**17,233**	**16,848**

Trips by Provider Type			
CTC	17,651	17,233	16,848
Transportation Operator	0	0	0
Coordination Contractor	0	0	0
TOTAL TRIPS	**17,651**	**17,233**	**16,848**

Vehicle Data	2017	2018	2019
Vehicle Miles	263,823	197,929	193,576
Roadcalls	6	1	7
Accidents	0	1	0
Vehicles	8	7	8
Drivers	7	7	6

Financial and General Data			
Expenses	$651,620	$649,394	$698,544
Revenues	$666,407	$654,905	$636,684
Commendations	1	6	4
Complaints	0	0	0
Passenger No-Shows	266	265	308
Unmet Trip Requests	0	0	0

Performance Measures			
Accidents per 100,000 Miles	0	0.51	0
Miles between Roadcalls	43,970	197,929	27,654
Avg. Trips per Passenger	20.60	19.28	19.32
Cost per Trip	$36.92	$37.68	$41.46
Cost per Paratransit Trip	$36.92	$37.68	$41.46
Cost per Total Mile	$2.47	$3.28	$3.61
Cost per Paratransit Mile	$2.47	$3.28	$3.61

APPENDIX H

Preliminary Information Worksheet

Version 1.4

CTC Name:	Big Bend Transit, Inc.
County (Service Area):	Taylor
Contact Person:	Shawn Mitchell
Phone #	850-574-6266 X111

**Throughout this v
triangles that incl
comments for you
hover your cursor
see the comment.**

Check Applicable Characteristic:

ORGANIZATIONAL TYPE:

- ○ Governmental
- ◉ Private Non-Profit
- ○ Private For Profit

NETWORK TYPE:

- ○ Fully Brokered
- ○ Partially Brokered
- ◉ Sole Source

Once completed, proceed to the Worksheet entitled "Comprehensive Budget"

Comprehensive Budget Worksheet

Version 1.4

CTC: Big Bend Transit, Inc.
County: Taylor

1. *Complete applicable* ***GREEN*** *cells in columns 2, 3, 4, and 7*

	Prior Year's **ACTUALS** from July 1st of **2018** to June 30th of **2019**	Current Year's **APPROVED** Budget, **as amended** from July 1st of **2019** to June 30th of **2020**	Upcoming Year's **PROPOSED** Budget from July 1st of **2020** to June 30th of **2021**	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price. Explain Changes in Column 6 That Are > ± 10% and Also > ± $50,000
1	2	3	4	5	6	7
APD						
Office of Disability Determination	$ -	$ 22	$ 22		0.0%	
Developmental Services	$ 16,350	$ 15,300	$ 15,300	-6.4%	0.0%	
Other APD (specify in explanation)						
Bus Pass Program Revenue						
DJJ						
(specify in explanation)						
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						
Balancing Revenue is Short By =		None	None			
Total Revenues =	**$636,684**	**$679,743**	**$683,847**	**6.8%**	**0.6%**	
EXPENDITURES (CTC/Operators ONLY / Do **NOT** include Coordination Contractors!)						
Operating Expenditures						
Labor	$ 288,137	$ 296,780	$ 305,684	3.0%	3.0%	
Fringe Benefits	$ 140,930	$ 145,157	$ 149,512	3.0%	3.0%	
Services	$ 24,725	$ 25,466	$ 26,230	3.0%	3.0%	
Materials and Supplies	$ 84,741	$ 87,283	$ 89,901	3.0%	3.0%	
Utilities	$ 11,730	$ 12,082	$ 12,445	3.0%	3.0%	
Casualty and Liability	$ 44,352	$ 54,996	$ 56,646	24.0%	3.0%	
Taxes	$ 294	$ 10	$ 310	-96.6%	3000.0%	
Purchased Transportation:						
Purchased Bus Pass Expenses						
School Bus Utilization Expenses						
Contracted Transportation Services						
Other						
Miscellaneous	$ 11,160	$ 11,495	$ 11,840	3.0%	3.0%	
Operating Debt Service - Principal & Interest						
Leases and Rentals	$ 13,854	$ 14,270	$ 14,698	3.0%	3.0%	
Contrib. to Capital Equip. Replacement Fund		$ 32,204	$ 16,581		-48.5%	
In-Kind, Contributed Services	$ -	$ -	$ -			
Allocated Indirect						
Capital Expenditures						
Equip. Purchases with Grant Funds	$ 70,759			-100.0%		
Equip. Purchases with Local Revenue	$ 13,423			-100.0%		
Equip. Purchases with Rate Generated Rev.						
Capital Debt Service - Principal & Interest						
ACTUAL YEAR LOSS	($67,470)					
Total Expenditures =	**$704,105**	**$679,743**	**$683,847**	-3.5%	0.6%	

See NOTES Below.

Once completed, proceed to the Worksheet entitled ***"Budgeted Rate Base"***

Actual year LOSSES are shown as Balancing Revenue or Local Non-Government revenue.

Comprehensive Budget Worksheet

Version 1.4

CTC: **Big Bend Transit, Inc.**
County: **Taylor**

1. *Complete applicable* ***GREEN*** *cells in columns 2, 3, 4, and 7*

	Prior Year's **ACTUALS** from July 1st of **2018** to June 30th of **2019**	Current Year's **APPROVED** Budget, **as amended** from July 1st of **2019** to June 30th of **2020**	Upcoming Year's **PROPOSED** Budget from July 1st of **2020** to June 30th of **2021**	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price. Explain Changes in Column 6 That Are > ± 10% and Also > ± $50,000
1	2	3	4	5	6	7
REVENUES (CTC/Operators ONLY / Do **NOT** include coordination contractors!)						
Local Non-Govt						
Farebox	$ 21,657	$ 22,051	$ 22,444	1.8%	1.8%	
Medicaid Co-Pay Received						
Donations/ Contributions						
In-Kind, Contributed Services						
Other	$ 2,511	$ 2,600	$ 2,700	3.5%	3.8%	
Bus Pass Program Revenue						
Local Government						
District School Board						
Compl. ADA Services						
County Cash	$ 47,040	$ 47,040	$ 47,040	0.0%	0.0%	
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-Spons. Trip Program	$ 276,789	$ 312,442	$ 312,431	12.9%	0.0%	
Non-Spons. Capital Equipment						
Rural Capital Equipment						
Other TD (specify in explanation)						
Bus Pass Program Revenue						
USDOT & FDOT						
49 USC 5307						Per Current Year PTGA
49 USC 5310	$ 70,759			-100.0%		
49 USC 5311 (Operating)	$ 84,182	$ 159,532	$ 159,532	89.5%	0.0%	
49 USC 5311(Capital)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
Bus Pass Program Revenue						
AHCA						
Medicaid	$ 117,396	$ 120,756	$ 124,378	2.9%	3.0%	
Other AHCA (specify in explanation)						
Bus Pass Program Revenue						
DCF						
Alcoh, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
Bus Pass Program Revenue						
DOH						
Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
Bus Pass Program Revenue						
DOE (state)						
Carl Perkins						
Div of Blind Services						
Vocational Rehabilitation						
Day Care Programs						
Other DOE (specify in explanation)						
Bus Pass Program Revenue						
AWI						
WAGES/Workforce Board						
Other AWI (specify in explanation)						
Bus Pass Program Revenue						
DOEA						
Older Americans Act						
Community Care for Elderly						
Other DOEA (specify in explanation)						
Bus Pass Program Revenue						
DCA						
Community Services						
Other DCA (specify in explanation)						
Bus Pass Admin. 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*

1	Upcoming Year's **BUDGETED** Revenues from July 1st of **2020** to June 30th of **2021** 2	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? 3	Budgeted Rate Subsidy Revenue EXcluded from the Rate Base 4	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? 5
APD				
Office of Disability Determination	$ 22	$ 22	$ -	
Developmental Services	$ 15,300	$ 15,300	$ -	
Other APD	$ -		$ -	
Bus Pass Program Revenue	$ -	$ -	$ -	
DJJ				
DJJ	$ -		$ -	
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 =	**$ 683,847**	**$ 477,275**	**$ 206,572**	**$ -**

EXPENDITURES (CTC/Operators ONLY)

$ 206,572

Amount of Budgeted Operating Rate Subsidy Revenue

Operating Expenditures	
Labor	$ 305,684
Fringe Benefits	$ 149,512
Services	$ 26,230
Materials and Supplies	$ 89,901
Utilities	$ 12,445
Casualty and Liability	$ 56,646
Taxes	$ 310
Purchased Transportation:	
Purchased Bus Pass Expenses	$ -
School Bus Utilization Expenses	$ -
Contracted Transportation Services	$ -
Other	$ -
Miscellaneous	$ 11,840
Operating Debt Service - Principal & Interest	$ -
Leases and Rentals	$ 14,698
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 =	**$ 683,847**
minus **EXCLUDED** Subsidy Revenue =	$ 206,572
Budgeted Total Expenditures **INCLUDED** in Rate Base =	$ 477,275
Rate Base Adjustment[1] =	$ 67,421
Adjusted Expenditures Included in Rate Base =	**$ 544,696**

$

[1] 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 exlanation area of the Comprehensive Budget tab.

[1] The Difference between Expenses and Revenues for Fiscal Year: **2018 - 2019**

Once Completed, Proceed to the Worksheet entitled "Program-wide Rates"

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**	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?	
1	2	3	4	5	
REVENUES (CTC/Operators ONLY)					
Local Non-Govt					
Farebox	$ 22,444	$ 22,444	$ -		
Medicaid Co-Pay Received	$ -		$ -		
Donations/ Contributions	$ -		$ -		
In-Kind, Contributed Services	$ -	$ -	$ -		
Other	$ 2,700	$ 2,700	$ -		
Bus Pass Program Revenue	$ -	$ -	$ -		
Local Government					
District School Board	$ -	$ -	$ -		
Compl. ADA Services	$ -	$ -	$ -		
County Cash	$ 47,040		$ 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					local match req.
Non-Spons. Trip Program	$ 312,431	$ 312,431	$ -	$ -	$ 34,715
Non-Spons. 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		$ 159,532		
49 USC 5311(Capital)	$ -	$ -	$ -	$ -	$ -
Block Grant	$ -	$ -	$ -		
Service Development	$ -	$ -	$ -		
Commuter Assistance	$ -	$ -	$ -		
Other DOT	$ -		$ -		
Bus Pass Program Revenue	$ -	$ -	$ -		
AHCA					
Medicaid	$ 124,378	$ 124,378	$ -		
Other AHCA	$ -		$ -		
Bus Pass Program Revenue	$ -	$ -	$ -		
DCF					
Alcoh, 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	$ -	$ -	$ -		

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.

Worksheet for Program-wide Rates

CTC: **Big Bend Transit, I** Version 1.4
County: **Taylor**

1. *Complete Total Projected Passenger Miles and ONE-WAY Passenger Trips (**GREEN** cells) below*

Do NOT include trips or miles related to Coordination Contractors!
Do NOT include School Board trips or miles UNLESS.....
INCLUDE all ONE-WAY passenger trips and passenger miles related to services you purchased from your transportation operators!
Do NOT include trips or miles for services provided to the general public/private pay UNLESS..
Do NOT include escort activity as passenger trips or passenger miles unless charged the full rate for service!
Do NOT include fixed route bus program trips or passenger miles!

PROGRAM-WIDE RATES

Total Projected **Passenger** Miles =	174,218
Rate Per Passenger Mile = $	3.13
Total Projected **Passenger** Trips =	9,986
Rate Per Passenger Trip = $	54.55

Fiscal Year

2020 - 2021

Avg. Passenger Trip Length =	17.4 Miles

Rates If No Revenue Funds Were Identified As Subsidy Funds

Rate Per Passenger Mile = $	4.31
Rate Per Passenger Trip = $	75.23

Once Completed, Proceed 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.

Worksheet for Multiple Service Rates

CTC: **Big Bend Transi** Version 1.4
County: **Taylor**

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION III: Escort Service

1. Do you want to charge all escorts a fee?..... ○ Yes ● No — Skip #2 - 4 and Section IV and Go to Section V
2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR ..... ● Pass. Trip ○ Pass. Mile — Leave Blank
   per passenger mile?.....
3. If you answered Yes to # 1 and completed # 2, for how many of the projected Passenger Trips / Passenger Miles will a passenger be accompanied by an escort? — Leave Blank
4. How much will you charge each escort?..... — Leave Blank

SECTION IV: Group Service Loading

1. If the message "You Must Complete This Section" appears to the right, what is the projected total number of Group Service Passenger Miles? (otherwise leave blank)..... — Do NOT Complete Section IV
   ..... And what is the projected total number of Group Vehicle Revenue Miles? — Loading Rate 0.00 to 1.00

SECTION V: Rate Calculations for Mulitple Services:

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically
   * Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, MINUS miles and trips for contracted services IF the rates were calculated in the Section II above
   * Be sure to leave the service BLANK if you answered NO in Section I or YES to question #2 in Section II

RATES FOR FY: 2020 - 2021

		Ambul	Wheel Chair	Stretcher	Group (Leave Blank)	
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =	174,218	=	+	+	+ 0	Does Not = Total Projected Passenger Miles, with adjmt. for contracted services
Rate per Passenger Mile =		$0.00	$0.00	$0.00	$0.00 per passenger	$0.00 per group
Projected Passenger Trips (excluding totally contracted services addressed in Section II) =	9,986	= 7,316	+ 2,670	+	+	
Rate per Passenger Trip =		$45.80	$78.51	$0.00	$0.00 per passenger	$0.00 per group

2 If you answered # 1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services,...

Combination Trip and Mile Rate

	Ambul	Wheel Chair	Stretcher	Group (Leave Blank)	
...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =					$0.00
Rate per Passenger Mile for Balance =	$0.00	$0.00	$0.00	$0.00 per passenger	$0.00 per group

Rates If No Revenue Funds Were Identified As Subsidy Funds

	Ambul	Wheel Chair	Stretcher	Group	
Rate per Passenger Mile =	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0! per passenger	#DIV/0! per group
Rate per Passenger Trip =	$63.17	$108.29	$0.00	$0.00 per passenger	$0.00 per group

Program These Rates Into Your Medicaid Encounter Data

Worksheet for Multiple Service Rates

CTC: **Big Bend Transi** Version 1.4
County: **Taylor**

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

SECTION I: Services Provided

	Ambulatory	Wheelchair	Stretcher	Group
1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?.....	● Yes ○ No	● Yes ○ No	● Yes ○ No	○ Yes ● No
	Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	Go to Section II for Stretcher Service	STOP! Do NOT Complete Sections II - V for Group Service

SECTION II: Contracted Services

	Ambulatory	Wheelchair	Stretcher	Group
1. Will the CTC be contracting out any of these Services TOTALLY in the upcoming budget year?....	○ Yes ● No	○ Yes ● No	● Yes ○ No	○ Yes ● No
	Skip # 2, 3 & 4 and Go to Section III for Ambulatory Service	Skip # 2, 3 & 4 and Go to Section III for Wheelchair Service	Answer # 2 for Stretcher Service	Do Not Complete Section II for Group Service
2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?.....	○ Yes ● No	○ Yes ● No	○ Yes ● No	○ Yes ● No
	Leave Blank	Leave Blank	Leave Blank	Do NOT Complete Section II for Group Service
3. If you answered YES to #1 & #2 above, how much is the proposed contract amount for the service?				
How many of the total projected Passenger Miles relate to the contracted service?				
How many of the total projected passenger trips relate to the contracted service?				
Effective Rate for **Contracted Services:**	Ambulatory	Wheelchair	Stretcher	Group
per **Passenger Mile** =				
per **Passenger Trip** =				
	Go to Section III for Ambulatory Service	Go to Section III for Wheelchair Service	Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service
4. If you answered # 3 & want a Combined Rate per Trip PLUS a per Mile add-on for 1 or more services, INPUT the Desired per Trip Rate (but must be less than per trip rate in #3 above =	Combination Trip and Mile Rate			
Rate per Passenger Mile for Balance =				
	Leave Blank and Go to Section III for Ambulatory Service	Leave Blank and Go to Section III for Wheelchair Service	Leave Blank and Go to Section III for Stretcher Service	Do NOT Complete Section II for Group Service

APPENDIX I

Taylor County
Transportation Disadvantaged
Local Coordinating Board
By-Laws 2019-2020

Updated September 3, 2019

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 1st 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 51% 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 it 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 3rd day of September, 2019.

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 ~~10th~~ 24th day of September, 2019.

Pam Feagle, Chairman
Local Coordinating Board for the
Transportation Disadvantaged.

APPENDIX J

Contract # TD-1638

Effective: July 1, 2016 to June 30, 2021

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 $l 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, 2016.

Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION COORDINATOR:

Big Bend Transit, Inc.
Agency Name

Shawn Mitchell
Printed Name of Authorized Individual

SHAWN MITCHELL
Signature

General Manager
Title

STATE OF FLORIDA, COMMISSION FOR THE TRANSPORTATION DISADVANTAGED:

Steve Holmes
Printed Name of Authorized Individual

Signature

Executive Director
Title

14

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF DRAFT AGREEMENT TO REPLACE CHILLER AT DOCTORS MEMORIAL HOSPITAL. INC. (DMH)
	JUNE 1, 2020

Statement of Issue: TO ALLOW FOR CHILLER REPLACEMENT AT DMH.

Recommended Action: APPROVE CONTRACT

Fiscal Impact: $418,694

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: DOCTOR'S MEMORIAL HOSPITAL STAFF PREVIOUSLY DETERMINED THAT A CHILLER THAT SERVES THE FACILITY IS IN NEED OF REPLACEMENT. BASED ON THIS FINDING, A BID SPECIFICATION WAS PREPARED. THE NOTICE WAS MAILED TO SIX CONTRACTORS AND ADVERTISED IN THE LOCAL NEWSPAPER AND RECEIVED BY THE BOARD ON APRIL 6TH. THE BID COMMITTEE MET ON APRIL 27TH AND RECOMMENDED THAT THE BOARD AWARD THE BID TO ENGINEERED COOLING SERVICES AS THE LOWEST BID THAT MET THE SPECIFICATIONS IN THE BID PACKET. THE BOARD AWARDED THE BID ON MAY 4, 2020, AND THE COUNTY ATTORNEY HAS DRAFTED A CONTRACTUAL AGREEMENT BASED UPON THE BID COMMITTEE'S RECOMMENDATIONS.

Options: APPROVE/ DO NOT APPROVE CONTRACT

Attachments:
DRAFT CONTRACT
LETTER FROM COUNTY ATTORNEY
BID COMMITTEE RECOMMENDATION

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

May 14, 2020

VIA E-MAIL AND REGULAR MAIL

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

Re: DMH (Chiller Contract)

Dear Lawanda:

Pursuant to your request, please find enclosed a proposed Contract for the DMH Chiller.

Please review it closely to determine if this is what you want.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy

CONTRACT FORM

This contract made the _____ day of _____, 2020 between, **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **ENGINEERED COOLING SERVICES**, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the (See Attachment "A") "Doctors' Memorial Hospital – New variable speed air cooled screw chiller General scope of design and installation."

Staff: The Contractor shall employ sufficient staff to complete the aforementioned task and that such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a pictured identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of **$418,694.00**.

3. **TIME OF COMPLETION.** The work to be performed under this contract shall be commenced on or before the date outlined in the Notice to Proceed. This contract shall not be extended for more than _____ days, unless otherwise agreed in writing.

4. ASSIGNMENTS. This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. TERMINATION OF CONTRACT. The County reserves the right to terminate or suspend the contact in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or

fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors,

agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting fro m the sole negligence of the County or any of its officers, agents or employees.

9. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance of at least **$1,000,000.00** per person and property damage insurance of at least **$50,000.00** each occurrence, holding the County harmless for the contractor's negligence, **and list the County as additionally insured under the contractor's coverage**.

Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

10. WORKER'S COMPENSATION INSURANCE. The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

11. PERMITS, RULES & REGULATIONS. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees

associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

12. ACCESS TO RECORDS. The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

13. COMPONENT PARTS OF THIS CONTRACT. This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Advertisement for bids

(b) Instructions to bidders

(c) The Contractors proposal

(d) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any correspondence or questions regarding this project:

_____

_____

15. LITIGATION. If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2020.

WITNESSES:

_____

_____

TAYLOR COUNTY

_____
PAM FEAGLE
Chairperson

ATTEST: _____
ANNIE MAE MURPHY, Clerk

WITNESSES:

_____

_____

CONTRACTOR

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, _____, who is personally known to me and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires:

ATTACHMENT "A"

SCOPE OF WORK:

Doctors' Memorial Hospital – New variable speed air cooled screw chiller General scope of design and installation

- **Design Build Chiller Installation with Professional engineering and Turnkey Installation:**
- **Furnish PE Stamped & Sealed Engineering drawings for the new chiller installation including Mechanical / Electrical / Pad design for permitting and ACHA stand-up review.**
- **Provide necessary permits for installation of the new chiller.**
- **Furnish and install (1) new 300 ton high efficiency variable speed screw air-cooled chiller Demo & dispose (3) existing McQuay chillers including refrigerant reclaim & disposal reporting Modify (1) existing equipment pad as needed for the new chiller to sit perpendicular to the bldg.**
- **Demo piping back existing chilled water valves**
- **Increase pipe size at chilled water valves to 8" and continue in 8" to the new chiller.**
- **Insulate new piping with foam glass and install aluminum jacket**
- **Furnish and install new thermostats, pressure gauges, flex connector..**
- **Install caps / blind flanges on unused chiller taps**
- **Provide new electrical equipment breaker for the new RTAF chiller**
- **Modify existing chilled water piping as needed to install and connect new chiller**
- **Provide wiring, conduit, breaker & power connection for new chiller**
- **Assist DMH existing controls vendor to connect via BACnet to the new chiller (Owner to hire controls vendor for final controls connections and incorporation with control sequence & graphics)**
- **Factory personal to perform factory start-up on the new chiller**
- **Check water flows and balance flow through the new chiller**
- **Furnish up to 4 hours of owner training for the new chiller**
- **10 year Warranty – whole unit including AFD- Parts, Labor & refrigerant**
- **10 year in-warranty service including 10 annual services, 10 annual coil cleaning and 30 quarterly inspections with electronic data log reporting.**
- **Furnish and install materials and circuitry for transfer switch to generator as per ACHA compliance. Transfer switch must operate automatically.**

HVAC Guide Specification

Outdoor Air-cooled Liquid Chiller

Sintesis Variable Speed Air-cooled chiller 115 to 500 tons, Normal

PART 1 GENERAL

1.01 SUMMARY

A. Section includes design, performance criteria, refrigerants, controls and installation requirements for air-cooled rotary screw packaged chillers.

1.02 REFERENCES

A. AHRI 550/590 – Standard for Water Chilling Packages using Vapor Compression Cycle

B. AHRI 370 – Sound rating of Large Outdoor Refrigerating and Air-Conditioning Equipment

C. ASHRAE 15 – Safety Code for Mechanical Refrigeration

D. ASHRAE 90.1 – Energy Efficient Design of New Buildings

E. ASME – Boiler and Pressure Vessel Code SEC VIII, Division 1

F. UL 1995 – Central Cooling Air Conditions

G. ASTM B117 – Standard Method of Salt Spray (Fog) Testing

H. ASTM A123 – Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

I. ASTM A525 – Zinc (Hot-Dip Galvanized) Coatings on Sheet Steel Products

J. ASTM-D1654 – Evaluation of Painted or Coated Specimens, Subjected to Corrosive Environments

K. ANSI/AFBMA 9-1978 – Load ratings and Fatigue Life for Ball Bearings

L. ISO 9001

M. California Administrative Code – Title 24

1.03 SUBMITTALS

A. Submit dimensional plan and elevation view drawings, weights and loadings required clearances, location and size of all field connections, electrical requirements and wiring diagrams.

B. Submit product data indicating rated capacities, accessories and any special data.

C. Submit manufacture's installation instructions.

1.04 REGULATORY REQUIREMENTS

A. Comply with codes and standards specified.

B. Chiller must be built in an ISO 9001 classified facility.

1.05 VERIFICATION OF CAPACITY AND EFFICIENCY

A. All proposals for chiller performance must include an AHRI approved selection method. Verification of date and version of computer program selection or catalog is available through AHRI.

1.06 DELIVERY, HANDLING AND STORAGE

A. Comply with Manufacture's installation instructions for rigging, unloading, and transporting chillers.

B. Chiller shall be capable of withstanding -40°F (-40°C) to 158°F (70°C) storage temperatures for an indefinite period of time.

PART 2 PRODUCTS

2.06 ACCEPTABLE MANUFACTURES

A. Alternate manufactures must be pre-approved to bid 2 weeks prior to bid.

2.07 CHILLER DESCRIPTION

A. The contractor shall furnish and install air-cooled water chiller with screw compressors as shown as scheduled on the contract documents. The chillers shall be installed in accordance with this specification and perform at the specified conditions as scheduled.

2.08 CHILLER OPERATION

A. Chiller shall be capable of starting and running at outdoor ambient temperatures from 14°F (-10° C) to 115°F (46°C).

B. Chiller shall be capable of operating with a leaving solution temperature range 40 to 68°F (4.4 to 20°C) without glycol.

C. Chiller shall be capable of starting up with 95°F (35°C) entering fluid temperature to the evaporator. Maximum water temperature that can be circulated with th Chiller not operating is 108°F (52°C).

D. Chiller shall provide evaporator freeze protection and low limit control to avoid low evaporator refrigerant temperature trip-outs during critical periods of chiller operation. Whenever this control is in effect, the controller shall indicate that the chiller is in adaptive mode. If the condition exists for more than 30 seconds, a limit warning alarm relay shall energize.

E. Rapid Restart after power restoration. The Chiller shall be capable if starting in 45 seconds.

2.09 COMPRESSORS

A. Construct chiller using semi-hermetic, variable speed drive, helical rotary screw compressors.

B. Provide compressor motor that is suction gas cooled with robust construction and system design protection.

C. Provide oil lubrication system with oil charging valve and oil filter to ensure adequate lubrication during starting, stopping and normal operation.

D. Provide compressor heater to evaporate refrigerant returning to compressor during shut down. Energize heater when compressor is not operating.

E. Provide compressor with automatic capacity reduction equipment consisting of capacity control via variable speed drive and/or slide valve. Compressor must start unloaded for soft start on motors.

F. Chiller shall be capable of operation down to 15% load without hot gas bypass.

2.10 EVAPORATOR

A. The evaporator shall be designed, tested and stamped in accordance with ASMR code for a refrigerant side working pressure of 200 psig. Waterslide working pressure shall be 150 psig.

B. Insulate the evaporator with a minimum of 0.75 inch (K=0.28_ UV rated insulation. If the insulation is field installed, the additional money to cover material and installation costs in the field should be included in the bid.

C. Evaporator heaters shall be factory installed and shall protect chiller down to -4°F (-20°C). Contractor shall wire separate power to energize heat tape and protect evaporator while chiller is disconnected from the main power.

D. Provide shell and tube type evaporator, seamless or welded steel construction with cast iron or fabricated steel hands, seamless internally and externally finned copper tubes, roller expanded into tube sheets.

E. Provide ability to remove evaporator tubes from either end of the heat exchanger.

F. Evaporator shall have cleanable tubes.

G. Provide water drain connection, vent and fittings. Factory installed leaving water temperature control and low temperature cutout sensors.

H. Water connections shall be grooved pipe.

I. Proof of flow shall be provided by the equipment manufacture, mechanically installed and electrically wired at the factory of origin.

2.11 FANS

A. Fans shall be dynamically balanced and direct driven.

B. All condenser fan TEAO motors have permanently lubricated ball bearings and external overload protection.

C. All condenser fans shall have drives to provide variable speed for optimized efficiency.

2.12 CONDENSER

A. Construct condenser coils of microchannel all aluminum brazed fin construction. The condenser coils shall have an integral sub-cooling circuit and shall be designed for at least 350 psig working pressure. Leak tested at 1.5 times working pressure. Coils can be cleaned with high pressure water.

B. Condenser coils shall be transverse design. If coils are not transverse design, provide coil protection for shipping.

2.13 ENCLOSURES/CHILLER CONSTRUCTION

A. Chiller panels, base rails and control panels shall be finished with a baked on powder paint. Control panel doors shall have door trays.

B. Mount starters and Terminal Blocks in a UL 1995 rated weatherproof panel provided with full opening access doors. If a circuit breaker is chosen, it should be a lockable, through-the-door type with an opening handle and clearly visible from outside of chiller indicating if power is on or off.

C. The coating or paint system shall withstand 500 hours in a salt-spray fog test in accordance with ASTM B117

2.14 CHILLER MOUNTED VARIABLE SPEED DRIVE (VSD)

A. The water chiller shall be furnished with an air cooled variable speed drive (VSD) as shown on the drawings.

B. The VSD efficiency shall be 97% or better at full speed and full load. Fundamental displacement power factor shall be minimum of 0.96 at all loads for VSD. All other starters shall have a minimum displacement power factor of 0.85.

C. Power semi-conductor and capacitor cooling shall be from liquid or air cooled heatsink.

2.15 REFRIGERANT CIRCUIT

A. All chillers shall have 2 refrigeration circuits, each with one or two (manifolded) compressor (s) on each unit.

B. Provide for refrigerant circuit
   1. Liquid line shutoff valve

2. Suction service valve
3. Discharge service valve
4. Filter (replaceable core type)
5. Liquid line sight glass
6. Electronic expansion valve sized for maximum operating pressure
7. Charging valve
8. Discharge and oil line check valves
9. High side pressure relief valve
10. Integrated oil loss sensor

C. Full operating charge of R134a and oil.

1. Provide a fully convertible and compatible next generation low GWP refrigerant chiller.
2. If the chiller cannot be factory supplied as a fully convertible and compatible next generation low GWP refrigerant chiller, then the contractor shall provide a field retrofit or a refrigerant guarantee.

2.16 CONTROLS

A. A color, touch sensitive liquid crystal display (LCD) shall be unit mounted and a minimum of 7" diagonal. Animated graphical representations of chiller subsystem operation shall be used to enhance the user interface.

B. Display shall consist of a menu driven interface with easy touch screen navigation to organized sub-system reports for compressor, evaporator and motor information as well as associated diagnostics.

C. The chiller control panel shall provide password protection of all set points

D. The controller shall have the ability to display all primary sub-system operational parameters on dedicated trending graphs. The operator must be able to create up to 6 additional custom trend graphs, choosing up to 10 unique parameters for each graph to trend log data parameters simultaneously over an adjustable period and frequency polling.

E. Chilled water temperature control shall be microprocessor-based, proportional and integral controller to show water and refrigerant temperature, refrigerant pressure and diagnostics. This microprocessor based controller is to be supplied with each chiller by the chiller manufacturer.

F. The front of the chiller control panel shall display the following in clear language, without the use of codes, look up tables, or gauges:

1. Run time.
2. Number of starts.
3. Current chiller operating mode.
4. Chilled water set point and set point source.
5. Electrical current limit set point and set point source.
6. Entering and leaving evaporator water temperatures.
7. Saturated evaporator and condenser refrigerant pressure.
8. Evaporator and condenser refrigerant pressure.

9. Oil tank pressure.
10. Oil pump discharge pressure.
11. Differential oil pressure.
12. Compressor motor current per phase.
13. Compressor motor percent RLA.
14. Compressor motor voltage per phase
15. Phase reversal/unbalance/single phasing and over/under voltage protection.
16. Low chilled water temperature protection.
17. High and low refrigerant pressure protection.
18. Load limit thermostat to limit compressor loading on high return water temperature.
19. Condenser fan sequencing to automatically cycle fans in response to load, expansion valve pressure, condenser pressure and differential pressure to optimize chiller efficiency.
20. Display diagnostics.
21. Oil pressure control based off of maintaining system differential pressure.
22. Compressors: Status (on/off), %RLA, anti-short cycle timer and automatic compressor lead-lag.
23. Oil loss indication.

G. On chiller, mount weatherproof control panel, containing starters, power and control wiring, factory wired with terminal block power connection. Provide primary and secondary fused control power transformer.

H. The chiller controller shall utilize a microprocessor that will automatically take action to prevent chiller shutdown due to abnormal operating conditions associated with: evaporator refrigerant temperature, high condensing pressure and motor current overload.

I. Provide the following safety controls with indicating lights or diagnostic readouts.

1. Low chilled water temperature protection.
2. High refrigerant pressure.
3. Low oil flow protection.
4. Loss of Oil diagnostic.
5. Loss of chilled water flow.
6. Contact for remote emergency shutdown.
7. Motor current overload.
8. Phase reversal/unbalance/single phasing.
9. Over/under voltage.
10. Failure of water temperature sensor used by controller.
11. Compressor status (on or off).

J. Provide the following operating controls:

1. A variable method to control capacity in order to maintain leaving chilled water temperature based on PI algorithms. Five minute solid state anti-recycle timer to prevent compressor from short cycling. Compressor minimum stop-to-start time limit shall be 2 minutes. If a greater than 5 minute start-to-start or greater than 2 minutes stop-to-start is included, hot

gas bypass shall be provided to insure accurate chilled water temperature control in light load applications.

2. Chilled water pump output relay that closes when the chiller is given a signal to start.
3. Load limit thermostat to limit compressor loading on high return water temperature to prevent nuisance trip outs.
4. High ambient unloader pressure controller that unloads compressors to keep head pressure under control and help prevent high pressure nuisance trip outs on days when outside ambient is above design.
5. Compressor current sensing unloader chiller that unloads compressors to help prevent current overload nuisance trip outs.
6. Low ambient lockout control with adjustable set point.
7. Condenser fan sequencing which adjusts the speed of all fans automatically in response to ambient, condensing pressure and expansion valve pressure differential thereby optimizing chiller efficiency.

K. Provide user interface on the front of the panel. If display is on the inside of the panel, then a control display access door shall be provided to allow access to the display without removal of panels. Provide user interface with minimum of the following features:

1. Leaving chilled water set point adjustment from LCD input
2. Entering and leaving chilled water temperature output
3. Percent RLA output for each compressor
4. Pressure output of condenser
5. Pressure output of evaporator
6. Ambient temperature output
7. Voltage output
8. Current limit set point adjustment from LCD input

L. The chiller control panel shall provide leaving chilled water temperature reset based upon return water temperature.

2.17 SOUND

A. Acoustics: Manufacturer must provide both sound power and sound pressure data in decibels. Sound pressure data per AHRI 370 must be provided in 8 octave band format at full load. In addition, A-weighted sound pressure at 30 feet should be provided at 100%, 75%, 50% and 25% load points to identify the full operational noise envelope.

B. If manufacturer cannot meet the noise levels, sound attenuation devices and/or barrier walls must be installed to meet this performance level.

2.18 OPTIONS AND ACCESSORIES

WARRANTY

OEM provides several Extended Warranty options to include:

Parts – whole unit (1st year to 10th year)
Labor – whole unit (1st year to 10th year)

Refrigerant (1st year to 10th year)

CHILLER OPERATION

LOW AMBIENT OPERATION: Chiller shall be able to start and operate in ambient conditions down to -4°F (-20°C) and up to 115°F (46°C). Low ambient operation is accomplished with factory installed and tested protection. If field installed low ambient solution is used this shall be purchased and installed at contractor expense.

CHILLER MOUNTED VARIABLE SPEED DRIVE (VSD)

High short circuit rating (SCCR) pf 65kA for 380V and 460V chillers with selection of high fault protection device. Standard SCCR of 35kA for 380V and 460V with selection of standard fault protection device. Only available in single point power for 115T to 250T and dual point power for 280T to 500T

REFRIGERANT CIRCUIT

Full operating charge of R513A and oil.

CONTROLS

Digital Communications to BAS system shall consist of a BACnet MS/TP Interface via a single twisted pair wiring.

The chiller control panel shall provide input for leaving chilled water temperature set point based upon a 2-10VDC or 4-20mA signal from a building automation system.

The chiller control panel shall provide an output for chiller Percent Capacity via a 2-10VDC or 4-20mA signal to a building automation system.

ACCESSORIES

Chiller shall have full architectural louvers panels.

PART 3 EXECUTION

3.06 INSTALLATION

A. Install in accordance with manufacturer's requirements.

1. Level the chiller using the base rail as a reference. The chiller must be level within ½ in over the entire length and width. Use shims as necessary to level the chiller.

3.07 SERVICE AND START UP

A. Startup – Provide all labor and materials to perform startup. Startup shall be performed by a factory-trained technician from the original equipment manufacturer (OEM). Technician shall confirm that equipment has been correctly installed and passes specification checklist prior to equipment becoming operational and covered under OEM warranty. This shall be done in strict accordance with manufacture's specifications and requirements. Third-party service agencies are not permitted.

B. A start-up log shall be furnished by the factory approved start-up technician to document the chill's start-up date and shall be signed by the owner or his authorized representative prior to commissioning the chillers.

C. Chiller manufactures shall maintain service capabilities no more than 25 miles from jobsite.

D. Provide local service agent with direct access to factory support on equipment.

MALCOLM PAGE District 1 | JIM MOODY District 2 | SEAN MURPHY District 3 | PAM FEAGLE District 4 | THOMAS DEMPS District 5

TAYLOR COUNTY
BUILDING & PLANNING DEPARTMENT

MEMORANDUM

TO: Board of County Commissioners
FROM: Bid Committee
RE: Doctor's Memorial Hospital Chiller Replacement
DATE: May 27, 2020

The bid committee for the Doctor's Memorial Hospital Chiller Replacement, consisting of Norman Heath, Marsha Durden and Danny Griner met on April 27, 2020 to discuss the bid result for the Doctor's Memorial Hospital Chiller Replacement bids that were received by the Board on April 6, 2020. The bids received were as follows:

COMPANY	BASE BID	10 YR. WARRANTY
Capital City Mechanical Services, Inc.	$518,000.00	Included
Johnson Controls, Inc.	$314,179.20	Included
Air Mechanical & Service Corp.	$543,144.00	Included
Trane US, Inc.	$404,163.00	Included
Engineered Cooling Services	$418,694.00	Included

The Bid Committee found that the bid packages were complete and included all of the required liability insurance, worker's compensation and public entity crimes forms, noting that Johnson Controls neglected to mark any of the options on the Public Entity Crimes form and Trane US, Inc. did not have Taylor County listed at additionally insured. The committee found that the bid from Johnson Controls did not include the automatic transfer switch (ATS), or, wiring to the generator for emergency operations. The committee also found that the bid from Trane US, Inc. did not include wiring from the ATS to the generator. The committee agreed that neither of those bids were in accordance with the bid specifications. It was determined that the lowest bid that conformed to the bid specifications was submitted by Engineered Cooling Services and discussed the possibility of value engineering the installation to reduce the overall cost of the project.

The Bid Committee respectfully recommends that the Board award the project to Engineered Cooling Services for a maximum bid amount of $418,694.00 and allow Hospital Staff to discuss value engineering alternatives with contractor.

Norman Heath

Marsha Durden

Danny Griner

DOCTORS' MEMORIAL HOSPITAL

A partnership with Tallahassee Memorial HealthCare

LaWanda Pemberton,

With the existing controls and BAS system I would recommend Trane Chiller. Doctors' Memorial Hospital currently has a service contract in place with Trane and they have been dependable and professional. This is a big asset to Doctors' Memorial Hospital.

I do not think the load study is necessary at this time. The $16,888.00 can be budgeted for a later date if necessary. Once the transfer switch is installed we will schedule a test run to see if the generator will hold the load.

If you have any questions please feel free to call me.

Thanks

Norman Heath
Director of Facilities
850-584-0856 Office
850-843-7776 Cell

Marsha Durden

From: LaWanda Pemberton
Sent: Tuesday, May 26, 2020 12:46 PM
To: Marsha Durden
Subject: RE: DMH Recommendation for the Chiller Replacement - Bid Committee

Thank you !

From: Marsha Durden
Sent: Tuesday, May 26, 2020 12:38 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: FW: DMH Recommendation for the Chiller Replacement - Bid Committee

Please see the response below from Danny. I would agree.

Have a wonderful day

Marsha

Marsha Durden
Assistant County Administrator
Taylor County Board of County Commissioners
201 E Green Street
Perry, Florida 32347
P-850-838-3500 Ext 102
F- 850-838-3501

From: Danny Griner <building.director@taylorcountygov.com>
Sent: Tuesday, May 26, 2020 11:19 AM
To: Marsha Durden <mdurden@taylorcountygov.com>
Subject: RE: DMH Recommendation for the Chiller Replacement - Bid Committee

I have no problem endorsing their stance.

From: Marsha Durden
Sent: Tuesday, May 26, 2020 11:10 AM
To: Danny Griner <building.director@taylorcountygov.com>; Nheath@doctorsmemorial.com
Subject: DMH Recommendation for the Chiller Replacement - Bid Committee

Good morning
Please review and provide feedback as soon as possible.
We were trying to meet the deadline to add to the June 1st Board Meeting.

Thanks so much

Marsha

Marsha Durden
Assistant County Administrator
Taylor County Board of County Commissioners
201 E Green Street
Perry, Florida 32347
P-850-838-3500 Ext 102
F- 850-838-3501

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to consider re-appointment of two members to the Taylor County Planning Board
MEETING DATE REQUESTED:	June 1, 2020

Statement of Issue: The Taylor County Planning Board has two vacancies due to two member's terms expiring.

Recommendation: Re-appoint two members to the Planning Board for a three (3) year term period from 05/17/20 to 05/17/23.

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. Dale Rowell and Ms. Sally Roberts terms on the Planning Board expired on 05/17/20 and both have expressed an interest to stay on the board.

Options:

1. Re-appoint two members to the Planning Board.
2. Do not re-appoint two members to the Planning Board.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to consider approval of Chairperson signature on contract with Advanced Refrigeration for replacement of the air conditioning and heat system at the Veteran's Affairs Clinic.
MEETING DATE REQUESTED:	June 1, 2020

Statement of Issue: Contract approval for replacement of HVAC system at VA Clinic

Fiscal Impact: $9,660.00

Budgeted Expense: Yes [x] No [ ] N/A [ ]

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Due to refrigerant leaks and the aged condition of the 7.5 Ton Package Unit HVAC system at the Veterans Affairs Clinic located at 1224 N Peacock Ave, it was decided that a new system was necessary. The funds for this purpose were included in the Capital Improvement budget for this year.

Staff advertised the project in the newspaper and mailed individual quote packets to 6 local Air Conditioning Contractors. The results of the quote request is a follows:

COMPANY	PRICE
ADVANCED REFRIGERATION & AIR CONDITIONING	$9,660.00
ODELL CONSTRUCTION SERVICES, LLC	$22,300.00
AIR MECHANICAL & SERVICE CORP.	$16,279.00
JOHNSON CONTROLS, INC. (RHEEM UNIT)	$17,442.26
JOHNSON CONTROLS, INC. (CARRIER UNIT)	$20,717.66

Staff recommends that the Board approve signing of a contract with Advanced Refrigeration in the amount of $9,660.00.

Options:

1. Approve contract (was reviewed by County Attorney)
2. Choose not to proceed with project

Attachments:

1. Copy of contract

CONTRACT FORM

This contract made the _____ day of _____, 2020 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **ADVANCED REFRIGERATION & AIR CONDITIONING, LLC.**, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK**. The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the **PERRY VETERAN'S AFFAIRS CLINIC HVAC REPLACEMENT**. The Contractor agrees to provide and install all materials in association with the project in accordance with the bid specifications for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

SCOPE OF WORK:

- Remove existing 7.5 ton packaged heat pump HVAC
- Install 1 – Carrier 7.5 ton two-stage packaged heat pump (Model No. 50TCQD08A2B5-0A0G0)
- Install 1 – 16 KW heat kit (Model No. CRHEATER 110A00)
- Install metal supply and return duct transitions lined with duct insulation liner of R-6 or greater.
- Install outdoor air damper (Model No. OA3-SRT34SA-D20S) to allow fresh air to enter building through HVAC system, putting positive pressure on the building and keeping unconditioned air from entering the building when the door is opened.
- Install Honeywell Programmable Thermostat (Model No. TH6320U2008)
- Provide minimum 1-year parts and labor warranty with additional 4-year part warranty for the compressor (total 5-years on compressor)
- Provide 5-year part warranty on Thermostat

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of $ 9,660.00. Unforeseen repairs and/or change orders, if needed, will require processing of a Purchase Order agreed upon by the Contractor and the County.

3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate six (6) months from that date. This contract shall not be extended for more than three (3) months, unless otherwise agreed in writing.

4. **ASSIGNMENTS.** This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contact in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on proposal item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors 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 County or any of its officers, agents or employees.

9. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least **$1,000,000.00** per person and property damage insurance of at least **$50,000.00** each occurrence, holding the County harmless for the contractor's negligence, **and list the County as additionally insured under the contractor's coverage**.

Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

11. **PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

12. **WARRANTY.** The Contractor agrees to guarantee work and materials against defects in workmanship and material for one (3) years from the date of project completion and will repair or replace such products or components found defective.

13. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

14. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Contractors proposal

(b) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

15. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Richard Taylor, 201 East Green Street, Perry, Florida 32347, telephone number (850) 843-1821.

16. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2020.

WITNESSES:

_____

_____

TAYLOR COUNTY

_____
Pam Feagle
Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

_____

_____

CONTRACTOR

_____
Advanced Refrigeration & A/C, LLC

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, _____, who is personally known to me and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires: _____

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to approve CARES ACT Airport Grant Agreement between Taylor County Board of Commissioners and the Federal Aviation Administration (FAA) in the amount of $20,000 to be used at Perry Foley Airport to cover expenditures and/or losses in revenue related to the Covid19 Virus through the CARES ACT related to economic recovery.**
MEETING DATE REQUESTED:	**June 1, 2020**

Statement of Issue: Board to approve Grant Agreement.

Recommended Action: Board to approve and execute Grant Agreement.

Fiscal Impact: The County is eligible to be awarded $20,000 to be expended by September 30, 2020 on airport related operational expenditures. There is no match required from the County.

Budgeted Expense: Y/N This is a new grant with no match required from the County. A new budget will be submitted for the Finance Department to amend the budget upon execution of the grant agreement.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Airport is eligible to receive $20,000 through the Covid19 Virus CARES ACT. The funds are to be used for general operational expenses at the Airport.

Attachments: CARES ACT Airport Grant Agreement

U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle
Suite 524
Orlando, FL 32819

Phone: (407) 487-7220

May 22, 2020

Dear Ms. Pemberton:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-12-0064-016-2020 for Perry-Foley Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 22, 2020** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Chastity Clark by email that the grant is administratively and financially closed. Chastity Clark is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date _____

Airport/Planning Area Perry-Foley

CARES Grant Number 3-12-0064-016-2020

Unique Entity Identifier 809397102

TO: Taylor County Board of County Commissioners
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Enter Co-Sponsor Name(s

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 20, 2020, for a grant of Federal funds at or associated with the Taylor County, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Taylor County Board of County Commissioners (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse operational and

maintenance expenses directly related to the Perry-Foley Airport, incurred no earlier than January 20, 2020, and may be used to cover airport operational and maintenance expenses. CARES Act Airport Grants funds also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of the funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $20,000

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 22, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.

15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    A. Verify the non-federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

    B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

    C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work

for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —

   1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

   2. Procure a commercial sex act during the period of time that the award is in effect; or

   3. Use forced labor in the performance of the award or subawards under the award.

B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

   1. Is determined to have violated a prohibition in paragraph A of this award term; or

   2. 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 the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph A of this section:

   a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

    a. Gross mismanagement of a Federal grant;
    b. Gross waste of Federal funds;
    c. An abuse of authority relating to implementation or use of Federal funds;
    d. A substantial and specific danger to public health or safety; or
    e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A Federal office or employee responsible for oversight of a grant program;
    e. A court or grand jury;
    f. A management office of the grantee or subgrantee; or
    g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. Co-Sponsor. Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

22. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. Equipment or Vehicle Replacement. The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

2. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.

3. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

4. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

   A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

   B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

   C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

_____
(Typed Name)

_____
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Dated _____

Taylor County Board of County Commissioners

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms,

conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

b. Hatch Act – 5 U.S.C. 1501, et seq.

c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.

d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).

e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.

f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

g. Clean Air Act, P.L. 90-148, as amended.

h. Coastal Zone Management Act, P.L. 93-205, as amended.

i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.

j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).

k. Rehabilitation Act of 1973 - 29 U.S.C. 794.

l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.

q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.

r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.

s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.

t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.

w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 - Equal Employment Opportunity

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 - Environmental Justice

g. Executive Order 13788 - Buy American and Hire American

h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 - Procedures for predetermination of wage rates.

g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).

i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).

j. 49 CFR Part 20 - New restrictions on lobbying.

k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).

q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

   It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

   c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated

and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. **Accounting System, Audit, and Record Keeping Requirements.**

   a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. **Exclusive Rights.**

   The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

   a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

   b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. **Airport Revenues.**

   This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. **Reports and Inspections.**

   It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

    1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

    2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

    3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property,

or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Taylor County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. **Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. **Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

(18)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve Contract For Community Development Block Grant (CDBG) Housing Rehabilitation Program Administration Services with Guardian Community Resource Management, Inc.
MEETING DATE REQUESTED:	June 1, 2020

Statement of Issue: **Board to approve contract for the administration of the Community Development Block Grant (CDBG) program with Guardian Community Resource Management, Inc.**

Recommended Action: **Approve contract with Guardian Community Resource Management, Inc.**

Fiscal Impact: **The administrative fees will be paid 100% from CDBG grant funds. If no grant funds are awarded to the County, no costs or fees will be incurred.**

Budgeted Expense: Y/N

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The Board received Request for Proposals April 6, 2020 for CDBG and Related Program Administrative Services. May 4, 2020 upon recommendation of the Bid Committee, the Board approved the selection of Guardian Community Resource Management, Inc. Guardian will be preparing the CDBG housing rehabilitation grant application for submission to the Florida Department of Economic Opportunity (FDEO) on behalf of the Board. County grant's staff will be providing Guardian the support documentation needed for the application. There will be no fees incurred by the Board unless a CDBG grant is awarded to the County. The fee schedule upon receipt of an executed grant agreement is outlined in Section A – Covenant for Services on Page 1 of the contract. The proposed contract and it is compliance with the regulations and requirements of the CDBG grant program.**

This contract is for the CDBG housing rehabilitation grant only. The legal venue in the contract is Taylor County, Florida.

Attachments: **Contract For Community Development Block Grant (CDBG) Housing Rehabilitation Program Administration Services Administration Services**

TAYLOR COUNTY, FLORIDA CONTRACT FOR FISCAL FUNDING YEAR (FFY) 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CBDG) HOUSING REHABILITATION PROGRAM ADMINISTRATION SERVICES

THIS CONTRACT is made and entered into by and between **TAYLOR COUNTY** (hereinafter the **COUNTY**) and **Guardian Community Resource Management, Inc.,** (hereinafter **GUARDIAN).** This Contract shall become effective immediately, with Program Administration Services subject to the beginning date of the COUNTY's Grant Award Agreement between the COUNTY and the **Florida Department of Economic Opportunity** (hereinafter **DEO).**

WHEREAS, the COUNTY has solicited for competitive proposals, and selected GUARDIAN to perform Program Administration Services for a **Community Development Block Grant (CDBG) for the FFY 2019 funding cycle in the Housing Rehabilitation (HR) category.** Other services may be included and reimbursed in accordance with the Proposed Fee Schedule for Other Grant Administration Services for ongoing public grant, loan or other funding opportunities for FFY2019-2020, included here as Attachment C.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the COUNTY and GUARDIAN agree as follows:

A. Covenant for Services

The COUNTY does hereby Contract with GUARDIAN to perform the services described herein and GUARDIAN does hereby agree to perform such services under the terms and conditions set forth in this Contract. The obligations of the COUNTY hereunder are subject to annual appropriation and budget as required by law. The proposal marked **"PROPOSAL SUBMITTED BY: GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC."** by GUARDIAN and all presentations to the COUNTY therein shall be a part of this Contract, except as otherwise provided for in this agreement. This shall include, but not be limited to primary contacts, staff working on the project, levels and types of service, and deliverables. The COUNTY must be notified in writing of any changes in said presentations within thirty (30) days of any such changes. The COUNTY shall have the right to terminate this Contract for convenience (see termination below) in the event such changes are not deemed in the best interest of the COUNTY.

B. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from DEO (the Florida Department of Economic Opportunity) GUARDIAN shall be paid in accordance with Section D of this Contract. The COUNTY's Grant Award Agreement from DEO shall become part of this Contract.

C. Scope of Services

(1) Intent of this Contract

GUARDIAN agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the COUNTY's FFY 2019 CDBG HR application and subsequent project in compliance with applicable laws and regulations.

(2) Scope of Services - Program Administration Services

a) Representation During Site Visits & Monitoring
b) Develop Project Information Management & Record Filing System
c) Develop Project Financial Management System (for Disbursing Funds)
d) Maintain Project Records (track and code files/check regularly)
e) Develop Work Plans for Project Contract Document
f) Preparation of Grant Contract Documents and Track
g) Develop Budget for Project Contract and CDBG Budget Tracking
h) Environmental Review and Release of Funds Certification
i) Develop and Supply Recommended Intake Process Forms
j) Implement HAP Plan Intake and Bidding Process
k) Rank and Recommend Housing Clients based upon HAP Plan
l) Coordinate w/ Building Officials During Evaluation & Construction Oversight of Project Schedule and Compliance
m) Screen & Qualify Contractors & Develop Bid/Contract Documents
n) Coordination with Other Agencies and Contractors, as Necessary
o) Develop Work Write Ups (Unit Evaluations/Scope of Work)
p) Coordinate Pre-construction Services (lead, asbestos, survey, etc.) Update
q) Attend Pre-Bid & Preconstruction Conferences (where needed)
r) Oversight of Citizen Complaint Process
s) Monitor Contractor Progress and Check Contract Compliance
t) Monitor Section 8 Housing and HAP Compliance
u) Review/screen Payment Authorizations and Change Orders
v) Develop Request for Grant Funds (No Less than Quarterly)
w) Develop & Process Amendments, as Needed
x) Provide Regular Project Status Reports (No Less than Quarterly)
y) Provide all Other Necessary Technical Assistance
z) Review Final Change Order, Pay Request, & Construction Documents
aa) Balance Final Project Budget

bb) Gather all Necessary Supporting Documents
cc) Prepare Documents for Administrative/Financial Close Out
dd) Prepare Final Status Report

If the Grant Award Agreement between the COUNTY and DEO is amended, the scope of services for the project shall be amended to be consistent with that Agreement.

D. Consideration and Method of Payment for Services

(1) Amount of Consideration

For Program Administration Services for the tasks outlined and for rates bid, the COUNTY will pay GUARDIAN the sum of $75,000. The COUNTY shall issue the fee amount to GUARDIAN during the implementation period of its agreement with DEO. If the project is completed in less than thirty (30) months, the balance of the administration fee will be paid to GUARDIAN after completion and submission of the Closeout Status Report to DEO. An amount not-to-exceed 0.5% of grant funds shall be set aside for the COUNTY's auditing costs incurred on this grant and/or other administration costs of the COUNTY.

The COUNTY and GUARDIAN shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

(2) Method of Payments

GUARDIAN will submit monthly invoices beginning upon execution of the FDEO award agreement (Initial invoice @ $5,000 at release of funds, thirty (30) monthly invoices of $2,166.66, final payment at closeout submittal to FDEO will be $5,000). The invoice shall be submitted to the COUNTY for the COUNTY's review and approval. Payment will be issued within twenty-five (25) days of receipt of the invoice. Final payment of $5,000 shall be made only after the closeout report is submitted to DEO.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract and a work order or equivalent. Additional services shall include additional project management due to construction delays beyond the construction Contract period. Where possible, a liquidated damages fee clause established in the construction Contract would be utilized to pay for the additional services caused by the construction delays.

E. Sub Contracts

(1) If GUARDIAN subcontracts any of the work required under this Contract, GUARDIAN agrees to include in the subcontract that the sub-contractor is bound by the terms and conditions of this Contract with the COUNTY.

(2) GUARDIAN agrees to include in the sub contract that the sub-contractor shall indemnify and hold harmless the DEO, the COUNTY and GUARDIAN from and against all claims of whatever nature by the sub-contractor arising out of the sub-contractor's performance of work under this Contract.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to GUARDIAN will not be amended without mutual agreement of the COUNTY and GUARDIAN, formally executed in writing, subject to availability of funds.

G. Termination (Cause and/or Convenience)

This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity (with thirty (30) additional days to schedule) direct (in-person) consultation with the terminating party prior to termination. During the notice and consultation period, both parties are expected to comply with all agreements and regulations affecting the project as required.

(1) This Contract may be terminated in whole or in part in writing by the COUNTY for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in G. (1) above.

(2) If termination for default is effected by the COUNTY, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to GUARDIAN at the time of termination may be adjusted to cover any additional costs to the COUNTY because of GUARDIAN's default.

For any termination, the equitable adjustment shall provide for payment to GUARDIAN for services rendered and expenses incurred prior to receipt of the

notice of intent to terminate, in addition to termination settlement costs reasonably incurred by GUARDIAN relating to commitments (e.g., suppliers, sub-contractors) which had become contracted prior to receipt of the notice of intent to terminate.

(3) Upon receipt of a termination action under paragraphs (1) or (2) above, GUARDIAN shall (1) discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the COUNTY all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by GUARDIAN in performing this Contract, whether completed or in process, within the sixty (60) day notice and consultation period.

(4) Upon termination, the COUNTY may take over the work and may award another party a Contract to complete the work described in this Contract.

(5) If, after termination for failure of GUARDIAN to fulfill Contractual obligations, it is determined that GUARDIAN had not failed to fulfill Contractual obligations, the termination shall be deemed to have been for the convenience of the COUNTY. In such event, adjustment of the Contract price shall be made as provided in paragraph (3) above.

H. Remedies

Unless otherwise provided in this Contract, all other matters in question between the COUNTY and GUARDIAN, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be **Taylor County, Florida.**

I. Liability

(1) GUARDIAN shall be responsible for all damages to persons or property that occur as a result of GUARDIAN's fault or negligence in connection with work performed under the provisions of this Contract, and GUARDIAN shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the COUNTY. Guardian shall maintain $2,000,000 of General Liability Insurance. Documentation regarding insurance will be made available upon request.

(2) GUARDIAN shall indemnify and hold harmless the COUNTY, its agents, and employees from liability for any injury or damages to persons or property resulting from GUARDIAN's prosecution of work pursuant to the provisions of this Contract.

J. Project Representatives

The COUNTY's Project Manager/Coordinator for this Contract is: **The County**

Administrator, Taylor County, 201 E. Green Street Perry, Florida, (850) 838-3500 EXT 106.
GUARDIAN's Primary Contact responsible for the administration of this Contract is **Corbett Alday, Vice President, 15000 Citrus Country Drive, Suite 331; Dade COUNTY, FL 33523, 352-437-3902.** In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

K. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

M. Eligibility

GUARDIAN certifies that it is eligible to receive state and federally funded Contracts. GUARDIAN also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

N. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or sub contract, or the proceeds thereof, for work to be performed. Further, GUARDIAN shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

O. Federal Statutory Requirements

When applicable, GUARDIAN and the COUNTY shall comply with the provisions contained in Attachment A and incorporated herein.

P. Florida Statutory Requirements

GUARDIAN shall comply with the provisions F.S. 287 133 (1)(g), Public Entities Crimes; F.S. 287.087, Drug-Free Workplace.

Q. Public Records Access:

(1) GUARDIAN shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are

public records under Florida law, as defined in Section 119.011(12), F.S. GUARDIAN shall keep and maintain public records required to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the COUNTY for refusal by GUARDIAN to either provide public records to the COUNTY upon request, or to allow inspection and copying of all public records made or received by the GUARDIAN in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) If GUARDIAN meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a Contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify GUARDIAN of the request, and GUARDIAN must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time. If GUARDIAN fails to provide the public records to the COUNTY within a reasonable time, GUARDIAN may be subject to penalties under s. 119.10, F.S

ii. Upon request from the COUNTY's custodian of public records, GUARDIAN shall provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. GUARDIAN shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if GUARDIAN does not transfer the records to the COUNTY.

iv. Upon completion of the Agreement, GUARDIAN shall transfer, at no cost to COUNTY, all public records in possession of GUARDIAN or keep and maintain public records required by the COUNTY to perform the services under this Agreement. If GUARDIAN transfers all public records to the COUNTY upon completion of the Agreement, GUARDIAN shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If GUARDIAN keeps and maintains public records upon completion of the Agreement, GUARDIAN shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to COUNTY, upon request from the COUNTY's custodian of public records, in a format that is accessible by and compatible with the information technology systems of COUNTY.

(4) IF GUARADIAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-838-3506, or at the mailing address below:

Taylor County Clerk of Courts
Public Records Custodian
P.O. Box 620
Perry, FL 32348

R. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

(1) Attachment A, "Federal Provisions", consisting of three (3) pages.
(2) Attachment B, "Section 3 and Affirmative Action Plan", consisting of one page.
(3) Attachment C, "Fee Schedule", consisting of one (1) page.

TAYLOR COUNTY	GUARDIAN
Pam Feagle, Board Chair	Corbett Alday, Vice President

DATE:

ATTACHMENT A

FEDERAL

PROVISIONS

Equal Employment Opportunity

During the performance of this Contract, GUARDIAN agrees as follows:

GUARDIAN will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. GUARDIAN will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. GUARDIAN agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this non-discrimination clause.

GUARDIAN will, in all solicitation or advertisements for employees placed by or on behalf of GUARDIAN, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

GUARDIAN will cause the foregoing provisions to be inserted in all sub contracts for any work covered by this Contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to Contracts or sub contracts for standard commercial supplies or raw materials.

GUARDIAN will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

GUARDIAN will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the COUNTY and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of GUARDIAN's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and GUARDIAN may be

declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and -remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

GUARDIAN will include the provisions of paragraphs (a} through (g} in every sub contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. GUARDIAN will take such action with respect to any sub contract or purchase order as the local governing authority(s} representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event GUARDIAN becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, GUARDIAN may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

"Section 3" Compliance in the provision of Training, Employment, and Business Opportunities

The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and Contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban

Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no Contractual or other disability, which would prevent them from complying with these requirements.

GUARDIAN will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

GUARDIAN will include this Section 3 clause in every sub contract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the sub contract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. GUARDIAN will not sub contract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any sub contract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and sub-contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or Contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Access and Retention to Records

The COUNTY, the DEO, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of GUARDIAN which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. GUARDIAN shall retain all records relating to this Contract for six (6) years after the COUNTY makes final payment and all other pending matters are closed.

ATTACHMENT B

SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. GUARDIAN will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.

2. When training and/or employment opportunity arises in connection with this project, GUARDIAN will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.

3. During this project, GUARDIAN will seek to purchase necessary goods and/or services from businesses that are located in or owned by persons residing in the jurisdiction.

4. GUARDIAN will utilize the Florida lists of minority businesses in filling sub-contracting and/or purchasing needs, where applicable.

5. GUARDIAN will include applicable equal opportunity provisions in subcontracts issued in connection with this project.

6. GUARDIAN shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training, where applicable.

7. GUARDIAN Is under no Contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT C FEE SCHEDULE

ADDITIONAL SERVICES IF NEEDED

Proposed Fee Schedule for Other Grant Administration Services for ongoing public grant, public loan or other public funding opportunities for FFY2019:

Standard Rates (for technical assistance, developer agreements, policy review, administration, housing rehab specialist, project delivery, Contract management, planning, etc. by the hour):

Hourly Rates for additional services, when and if requested by the BOCC

Christine Alday, Grant Contracts Manager, Principal	$150/hour
Corbett Alday, Grant Projects Manager, Officer	$140/hour
Don Ridley Project Coordinator/Technical Support Specialist	$125/hour
Antonio Jenkins, Project Manager	$125/hour
Velvet Burris, Zayra Sanchez Grants Administrator	$100/hour
Jean Rags Grant Writer/Project Coordinator	$100/hour
Gayle Brett Grants Specialist	$100/hour
Chelsea Miller, Kathy Macker Grants Assistant	$75/hour

Typical application fees by work order (examples), when and if requested by the BOCC

Affordable Housing Finance Proposals	$20,000**
USDA Water/Waste Grant-Loan Applications	$20,000**
FCT Land Acquisition Application	$15,000**
SRF Water or Waste Loan or Grant Pre-Application or App	$15,000
EDA Infrastructure Grant Application	$15,000**
EPA STAG or SPAP Grant Application	$10,000**
Economic Development Transportation Grant Application	$10,000**
Rural Infrastructure Grant Application	$10,000**
FRDAP Application	$7,000**
Legislative Water Project App/Support	$7,000**
FEMA Grants Portal Application	$5,000/Proj.

** Typically, does not allow for administration fees; however, there are other possible resources to pay Guardian which can be negotiated on a case by case basis.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF ELLISON ROAD UNDER THE FDOT SMALL COUNTY OUTREACH AND SMALL COUNTY ROAD ASSISTANCE PROGRAMS.
MEETING DATE REQUESTED:	June 1, 2020

Statement of Issue: Under the direction of the Board, a plans and specifications package was preapred for the improvement of Ellison Road from Green Street to East Ellison Road under the Florida Department of Transportation's Small County Outreach (SCOP) and Small County Road Assistance Programs (SCRAP). This information will be presented as a Request For Proposals (RFP) and will be advertised upon receiving approval from the Board and the remaining jurisdictions.

Recommended Action: The Board should approve soliciting RFPs for the proposed widening/resurfacing scope of work to be received on July 2, 2020, and opened July 6, 2020. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact: FISCAL YR 2019/20 - $410,394.63 SCOP Funding remaining
FISCAL YR 2019/20 - $233,013.37 SCRAP 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 Ellison Road from Green Street to the East end of Ellison Road under the FDOT's Small County Road Outreach Program were prepared. These plans and specifications have been incorporated into a Request for Proposals (RFP) package that will be advertised upon receiving Board and Duke Energy approval. The Duke Energy Approval is required due to the prescriptive Right-Of-Way akong the southern end of North Ellison Rd and the associated impacts from the construction project. The project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 1.62 miles of roadway. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications.

The Board previously entered into and approved Reimbursement Agreements with FDOT in the amount of $657,843.00 for the Ellison Road project. With the expected CEI expense and the estimated construction cost, Staff is confident 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 for funding discussions.

Once the Board has approved the proposed scope of work, Staff will solicit for proposals while permitting aspects are being finalized. It is intended that proposals for this project be received on July 2, 2020, and opened at the July 6, 2020, regular Board meeting.

Options:

1) Aprove 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

East & North Ellison Road Widening/Resurfacing FDOT SCOP/SCRAP Project

Taylor County, Florida

2013-004-ENG

May 2020

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

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PART 1 – BIDDING REQUIREMENTS

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the ***East & North Ellison 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 East & North Ellison Road Widening/Resurfacing***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on **July 2, 2020**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 9:xx A.M. local time, or as soon thereafter as practical, on **July 6, 2020**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

A Pre-Bid Conference will be held at 2:00 P.M. on Wednesday, **June 24, 2020**, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

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

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

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

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

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL.* Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL.*

B. *Bidder*– One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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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.

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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;

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at *2:00 P.M.* local time on Wednesday June 24, 2020 at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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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,

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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.

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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.]

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

[J. 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 "***Carlton Cemetery 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.

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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.

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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 *Carlton Cemetery 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.

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BID FORM

Carlton Cemetery Road Widening/Resurfacing

2008-004-ENG

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____

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

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

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

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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

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

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

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

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ARTICLE 5 – BASIS OF BID

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

East & North Ellison Road Widening/Resurfacing Project

Total Lump Sum Bid Price	_____	$_____
210 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.

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

J. 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): _____

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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)

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HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

East & North Ellison Road Widening/Resurfacing
Taylor County, Florida

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

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

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

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

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

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

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

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

DONE AND EXECUTED this _____ day of _____, _____

WITNESS:

_____ _____
(Signature)

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

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

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

_____
NOTARY PUBLIC

My Commission Expires:_____

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

by_____.

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

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

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

   for_____

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

   Whose business address is_____

   _____and

   (if applicable) its Federal Employer Identification Number (FEIN) is_____,
   (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement:_____.)

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

   name above is_____.

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

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

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By:_____
Witness 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:

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

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

3.02 The Project will be administered by:

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

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

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 200 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 210 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.

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6.02 Progress Payments; Retainage

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

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

a. 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

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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 119 sheets with each sheet bearing the following general title: *San Pedro Road Widening & Resurfacing* [or] the Drawings listed on attached sheet index.
7. Addenda (numbers _____ to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages _____ to _____, inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
   c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information..
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed.

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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:

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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	By: _____
Title: County Administrator	Title: _____
[COUNTY SEAL]	*[CORPORATE SEAL]*
Attest: Annie Mae Murphy	Attest: _____
Title: Taylor County Clerk of Court	Title: _____
Address for giving notices:	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.)	License No.: _____ (Where applicable)
	Agent for service or process: _____
	_____
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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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: July 2, 2020

Project (Brief Description Including Location): *East & North Ellison Road Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the East & North Ellison Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 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, 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**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
   1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
   1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

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

3. This obligation shall be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

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

CONTRACT
Date:
Amount:
Description (Name and Location): *East & North Ellison Road Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the East & North Ellison Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 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, 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): *East & North Ellison Road Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the East & North Ellison Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 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, 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:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

PART 3 – CONDITIONS OF THE CONTRACT

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

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

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

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

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

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

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

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

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

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

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

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

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

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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

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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,

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"provide" is implied.

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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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:

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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*

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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

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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

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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

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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

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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,

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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,

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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:

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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.

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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

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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.

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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

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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

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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

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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.

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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.

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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

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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,

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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, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be

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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*

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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.

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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.

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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

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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

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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.

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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

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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.

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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

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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.

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Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

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

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

B. Not Used.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a.	*State*	*Statutory*
b.	*Applicable Federal (e.g., Longshoreman's)*	*Statutory*
c.	*Employer's Liability*	*$100,000*

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	*General Aggregate*	*$1,000,000*
b.	*Products – Completed Operations Aggregate*	*$1,000,000*
c.	*Personal and Advertising Injury*	*$1,000,000*
d.	*Each Occurrence (Bodily Injury and Property Damage)*	*$1,000,000*
e.	*Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.*	
f.	*Excess or Umbrella Liability*	
	1) General Aggregate	*$1,000,000*
	2) Each Occurrence	*$1,000,000*

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a.	*Bodily Injury:*	
	1) Each person	*$1,000,000*
	2) Each Accident	*$1,000,000*
b.	*Property Damage:*	
	1) Each Accident	*$ 500,000*
c.	*Combined Single Limit of*	*$1,000,000*

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a.	*Bodily Injury:*	
	1) Each Accident	*$1,000,000*
	2) Annual Aggregate	*$1,000,000*
b.	*Property Damage:*	
	1) Each Accident	*$1,000,000*
	2) Annual Aggregate	*$1,000,000*

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

H. The Contractor shall not award work valued at more than 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 Division 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 East & North Ellison Road under the terms of an FDOT SCOP/SCRAP Agreement. Such improvements include widening and resurfacing an existing approximately 20 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, 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)

BEFORE YOU DIG !
CALL SUNSHINE STATE ONE CALL OF FLORIDA
AT LEAST TWO FULL BUSINESS DAYS BEFORE
DIGGING OR DISTURBING EARTH

1-800-432-4770

811 Know what's **below.** **Call** before you dig.

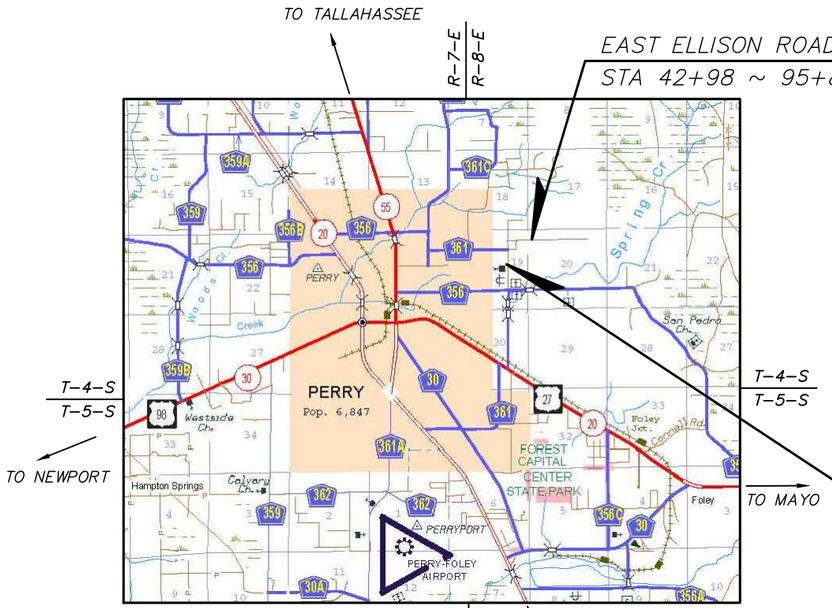
TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

EAST & NORTH ELLISON ROAD
WIDENING/RESURFACING PROJECT CONTRACT PLANS

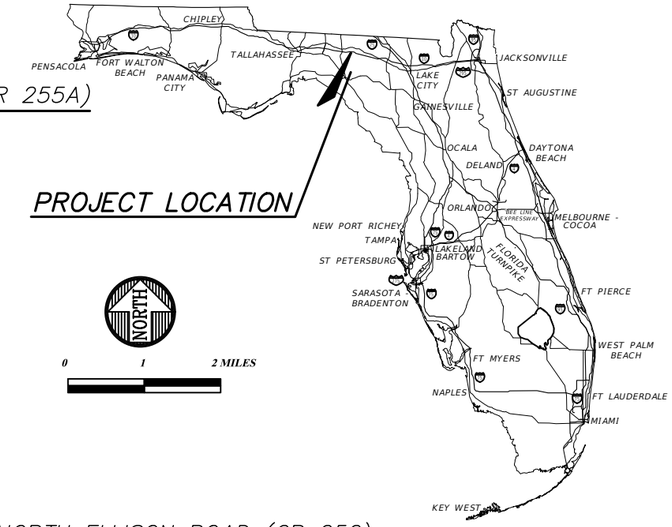
TAYLOR COUNTY PROJECT NO. 2013-004-ENG

PLAN INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER AND CONTENTS OF SET
2	GENERAL NOTES
3~4	TYPICAL SECTION
5~10	SUMMARY OF QUANTITIES
11~14	PROJECT LAYOUT
15~31	ELLISON RD PLAN & PROFILE
32	PINECREST ST PLAN AND PROFILE
32	HOLLEY DR PLAN AND PROFILE (SOUTH END)
33	HINGSON-TANNER RD PLAN AND PROFILE
34	HOLLEY DR PLAN AND PROFILE (NORTH END)
35~109	ELLISON RD CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
S-3~S-8	SIGNING AND PAVEMENT MARKINGS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

FLORIDA DEPARTMENT OF TRANSPORTATION PROGRAM

SMALL COUNTY ROAD ASSISTANCE PROGRAM:
EAST ELLISON RD FDOT FIN ID: 430741-1-58-01; AQX74
NORTH ELLISON RD FDOT FIN ID: 431643-1-58-01; ARB12

SMALL COUNTY OUTREACH PROGRAM:
EAST ELLISON RD FDOT FIN ID: 430741-1-58-01; ARC92

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	8,572	1.62
BRIDGES	0.00	0.00
NET LENGTH OF PROJECT	8,572	1.62
EXCEPTIONS	0.00	0.00
GROSS LENGTH OF PROJECT	8,572	1.62

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION FY 2019-2020 STANDARD PLANS for ROAD and BRIDGE CONSTRUCTION and APPLICABLE REVISIONS at the following website:
http://www.fdot.gov/Design/StandardPlans

FDOT 2019 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 SHOP DRAWINGS TO BE SUBMITTED TO:

KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

ROADWAY PLANS
ENGINEER OF RECORD: KENNETH DUDLEY
P.E. NO.: 58014

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED ON THE DATE INDICATED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PROJECT NO. 2013-004-ENG
SHEET NO. 1
SHEET 1 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE COVER & CONTENTS
DATE 5/8/20
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
FILE NAME C&QTO
PLOT DATE 5/8/2020 3:31 PM

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES

1. ALL ROADWAY AND DRAINAGE LAYOUT, CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DEPARTMENT WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
3. EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED. PROJECT CONTROL SHALL BE REINSTALLED AT COMPLETION OF PROJECT.
4. THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL ENCOUNTERED AND SHALL BACKFILL WITH CLEAN SUITABLE FILL MEETING FDOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT INDEX 120-001 & 120-002.
5. ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FDOT INDEX 120-001 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DEPARTMENT.
6. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCEPTABLE TO THE COUNTY ENGINEERING DEPARTMENT. NO MATERIAL IS TO BE WIND-ROWED ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS.
7. ONLY THE EXCAVATION FOR BASE PLACEMENT AND PIPE TRENCHES THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY SHALL BE EXCAVATED. NO OPEN PIPE TRENCH OR ROADWAY EXCAVATION WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE APPROVED WORK HOUR DAY.
8. IF REQUIRED BY THESE PLANS, ALL UNDAMAGED EXISTING SIGNS SHALL BE RELOCATED IN ACCORDANCE WITH FDOT INDEX 700-101. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL INSTALL NEW SIGNS TO REPLACE DAMAGED OR MISSING SIGNS. SEE SIGNAGE SCHEDULE. ALL DAMAGED/DISCARDED SIGNS, POSTS & SOIL PLATES SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 838-3529.
9. ALL EXISTING STREET SIGNS, MAILBOXES, ETC. SHALL BE RELOCATED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN FDOT INDEX 110-200. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. MAILBOX RELOCATIONS (8' FROM EOP) SHALL BE COORDINATED THROUGH THE LOCAL POSTMASTER PRIOR TO RELOCATION. MAILBOXES DAMAGED DURING RELOCATION SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR SHALL CONSTRUCT DRIVEWAY TURNOUTS AT ALL EXISTING DRIVEWAYS PER FDOT INDEX 000-515 AND 000-516. ALL EXISTING PAVED DRIVES AND CONCRETE APRONS AT THE EDGE OF THE EXISTING DRIVING LANE SHALL BE SAW-CUT AND REMOVED PRIOR TO CONSTRUCTING THE WIDENED ROADWAY OR PAVED SHOULDER. UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS NOTED IN PLANS. SEE DETAIL.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO LAWFULLY REMOVE, TRANSPORT AND DISPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UTILIZED TO THE FULLEST EXTENT POSSIBLE. REMAINING FILL SHALL, AT COUNTY'S OPTION, BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNDAMAGED GUARDRAIL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 828-3529.
12. ALL DISTURBED AREAS SHALL BE STABILIZED BY PERFORMANCE TURF AND SOD. (SEE TYPICAL ROADWAY MODIFICATION SECTION FOR SOD LOCATIONS)
13. ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, PRIME MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY MEANS, METHODS, SURVEYING AND MOT SHALL BE INCLUDED IN BID PRICE(S). OMISSIONS BY CONTRACTOR WILL NOT SERVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.
14. CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FDOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON THE RELEVANT PHASE OF THE PROJECT.
15. TYPE SP AND FC ASPHALTIC CONCRETE TO BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE & LONGITUDINAL SCREED CONTROLS.
16. PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE ROADWAY ARE TO BE CONSTRUCTED ON A 1:600 RATIO. FURTHER, WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR CROSSOVER, THE CONTRACTOR SHALL INSTALL AND MAINTAIN A SUFFICIENT (2.0 FT MINIMUM) ASPHALT WEDGE OR MILLED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET, TURNOUT, OR CROSSOVER TO THE PROJECT UNTIL FINAL SURFACE INSTALLATION.
17. ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DEPARTMENT OR THE AUTHORIZED REPRESENTATIVE.
18. ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED FINISH GRADES.
19. CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ADJACENT PROPERTIES, EXISTING STRUCTURES OR FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
20. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY ANY NECESSARY UTILITY FIELD LOCATION OR RELOCATION, AS REQUIRED. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.
21. CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND UTILITY OWNERS LISTED HEREIN, 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.

UTILITY OWNERS	UTILITY TYPE	CONTACT	TELEPHONE NUMBER
CITY OF PERRY	WATER/SEWER/GAS	CHESTER MCAFEE	850-584-7940
COMCAST	CABLE TELEVISION	LARRY PAYNE	904-380-6331
CONSOLIDATED COMMUNICATIONS	TELEPHONE	RANDY NEWMAN	850-584-0900
MCI WORLDCOM / VERIZON	TELEPHONE	DEAN BOYERS	469-886-4238
LEVEL 3 COM./CENTURY LINK	TELEPHONE	GENERAL NUMBER	877-366-8344 EXT.4
DUKE ENERGY	ELECTRIC	BOB CLARK	850-342-2291
FLORIDA GAS TRANSMISSION	GAS	JIM GIBSON	850-766-4205

MAINTENANCE OF TRAFFIC BY CONTRACTOR

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
2. A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE STANDARD PLANS FOR ROAD CONSTRUCTION. ONE TRAFFIC LANE MAY BE CLOSED DURING WORKING HOURS ONLY. CONTRACTOR IS TO CHECK AND MAINTAIN ON A DAILY BASIS ALL SIGNS, FLASHING LIGHTS, STRIPING AND OTHER ITEMS AS REQUIRED TO CONFORM WITH THE MAINTENANCE OF TRAFFIC PLAN.
3. WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX SERIES 102-600, THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. NONCOMPLIANCE WITH THESE STANDARDS WILL SERVE AS JUST CAUSE FOR STOPPING WORK AT NO EXPENSE TO OWNER.
4. THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DEPARTMENT PRIOR TO THEIR IMPLEMENTATION.
5. UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DEPARTMENT, THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES AT LEAST ONE WAY TRAFFIC WITH A MINIMUM OF A 10' (FT) WIDE LANE AND A POSTED SPEED OF NOT MORE THAN 30 MILES PER HOUR, WITH APPROPRIATE TRAFFIC CONTROL.
6. ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE OF TEMPORARY OR PERMANENT LANES SHALL BE MARKED AND PROTECTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS OR SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DEPARTMENT. CLEAR ZONE REDUCED TO 4' (FT) BEHIND CURB IN CURBED AREAS.
7. TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR PASSENGER VEHICLES DURING ALL WEATHER CONDITIONS.

EROSION & SEDIMENTATION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF-SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

1. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER IN ACCORDANCE WITH THE FLORIDA EROSION AND SEDIMENTATION CONTROL MANUAL TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.

   TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL (IF APPLICABLE). SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.

2. ALL SLOPES STEEPER THAN 3H:1V REQUIRE LAPPED OR PEGGED SOD.
3. ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED IN THE FDOT STANDARDS.
4. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.
5. ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS FULLY ESTABLISHED. CONTRACTOR SHALL REPLACE ANY PERFORMANCE TURF THAT DOES NOT ESTABLISH.

MISCELLANEOUS NOTES

1. PERFORMANCE TURF, SOD TYPE SHALL BE BERMUDA FOR THE ENTIRE PROJECT.
2. BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.
3. MOWING SHALL BE PERFORMED ONE (1) TIME AS A PART OF REACHING FINAL COMPLETION FOR THE PROJECT ONCE SUBSTANTIAL COMPLETION IS APPROVED. MOWING EFFORT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION 104 AND 570.
4. REGRADE DITCHES AT SIDE AND CROSS DRAINS TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH CULVERT AND EXISTING FLOW LINES. AVOID SUMP CONDITIONS TO THE MAXIMUM EXTENT POSSIBLE.
5. ALL DRIVES, WHERE SIDE DRAIN REPLACEMENT IS CALLED FOR SHALL BE REPLACED WITH MATERIAL MATCHING EXISTING (CONCRETE/ASPHALT/ETC.) IT SHALL BE RECONSTRUCTED TO THE POINT OF DISTURBANCE OR RIGHT-OF-WAY AS DIRECTED. GRADES SHALL BE ADJUSTED TO PROVIDE A SMOOTH TRANSITION TO THE POINT OF DISTURBANCE/REPLACEMENT.

GOVERNING SPECIFICATIONS

1. ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS
2. MILLING: SECTION 327 OF FDOT SPECIFICATIONS
3. BASE: SECTION 200 ~ 290 OF FDOT SPECIFICATIONS
4. SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS
5. GRASSING: SECTION 570 OF FDOT SPECIFICATIONS
6. SODDING: SECTION 570 OF FDOT SPECIFICATIONS
7. STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS
8. RETROFLECTIVE PAVEMENT MARKERS – SECTION 706 AND 970 OF FDOT SPECIFICATIONS, INDEX 706-001
9. SIGNAGE: SEE FDOT INDEX 700-010, 700-120, 700-101, 711-001, 700-109, AND 700-106 AND FDOT SPEED ZONE MANUAL (SCHOOL SIGNS & MARKINGS)
10. GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 536-001
11. RAILROAD CROSSINGS. FDOT INDEX 830-T01
12. MAINTENANCE OF TRAFFIC – SEE FDOT INDEX 102-600 SERIES, MUTCD
13. CULVERTS:

FDOT DRAINAGE MANUAL	– COVER HEIGHT
FDOT INDEX 430-030	– CONCRETE ENDWALLS
FDOT INDEX 430-021, -022	– MITERED END SECTIONS
FDOT INDEX 430-001	– MISCELLANEOUS DRAINAGE DETAILS
FDOT INDEX 524-001	– DITCH PAVEMENT AND SODDING

TESTING REQUIREMENTS

1. ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY. UPON SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION.
2. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING DEPARTMENT. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.
3. THE COUNTY ENGINEERING DEPARTMENT SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERTINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CULVERT INSTALLATIONS AND OTHERS AS REQUIRED FOR APPROVAL.
4. PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED FOR THE BEDDING AND COVER ZONE. A MINIMUM OF ONE TEST PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.
5. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER 1,000 FT OF ROADWAY, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 40, NO UNDER TOLERANCE PERMITTED.
6. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SHOULDER AT A FREQUENCY OF ONE TEST PER PER 2,000 FT, OR AT A MINIMUM OF TWO TESTS PER SIDE OF ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 30, NO UNDER TOLERANCE PERMITTED.
7. IN-PLACE THICKNESS OF EACH COURSE OF A STABILIZED SUBGRADE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
8. PERFORM COMPACTION TESTING FOR STABILIZED SUBGRADE AND FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
9. PERFORM MODIFIED PROCTOR TESTING FOR BASE COURSE AT A FREQUENCY OF ONE TEST PER LIFT PER 4,000 FT OF ROADWAY, OR AT A MINIMUM OF ONE TEST PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
10. PERFORM COMPACTION TESTING FOR BASE COURSE THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
11. IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
12. ASPHALT CONCRETE MIXES SHALL BE A CURRENT FDOT APPROVED DESIGN OF THE MATERIAL ACTUALLY USED. SAMPLES OF MATERIALS DELIVERED TO THE SITE SHALL BE TESTED IN ACCORDANCE WITH FDOT REQUIREMENTS TO VERIFY THAT AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.
13. SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS. CORE DENSITIES SHALL BE DETERMINED USING THE VACUUM CORE DRY VS. FAN METHOD. FIELD DENSITIES, CORING LOCATIONS AND PLANT SAMPLING SHALL BE CONDUCTED AND OBTAINED ACCORDING TO THE RANDOM NUMBER TABLES PROVIDED BY THE COUNTY. A MINIMUM OF THREE DENSITY TESTS PER ROADWAY SEGMENT PER DAY AND TESTING OF ONE PLANT SAMPLE PER DAY WILL BE REQUIRED.
14. CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2,000 TONS OF HOT MIX ASPHALT. SUCH TESTS WILL BE USED FOR ACCEPTANCE/REJECTION/REPLACEMENT AND PAYMENT APPROVAL.
15. THE TESTING OF ALL ASPHALT SHALL BE RESTRICTED TO 2,000 TON LOTS.

SIGNAGE AND PAVEMENT MARKING

1. THE EXISTING SIGNAGE INVENTORY REFLECTS DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.
2. SIGNAGE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FDOT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS.
3. FDOT DESIGN STANDARD PLANS INDEX 700-101 NOTE NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE TRAVEL LANE OR SIDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.
4. ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING TRAFFIC STRIPES" AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE CONSTRUCTION, LATEST EDITION.
5. MARKINGS SHALL BE AS PER FDOT INDEX 711-001 AND THESE PLANS.
6. RETRO-REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS PER FDOT INDEX 706-001 AND THESE PLANS.
7. SIGN BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATIONS SHALL COMPLY/BE SELECTED USING FDOT INDEX 700-010, 700-120.
8. SIGNAGE DESIGNATED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING NEW BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATION. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO COMPLY WITH FDOT INDEX 700-010.
9. ALL D3 STREET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND AS COMPARED TO GREEN BACKGROUND FOR PUBLIC SIGNS.
10. SIGNS SHALL MEET MUTCD "CONVENTIONAL ROAD" SIGN SIZES UNLESS NOTED OTHERWISE. D-3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING AND BORDER.
11. CONTRACTOR SHALL PROVIDE THE COUNTY ENGINEERING DEPARTMENT AND THE PROJECT ENGINEER SHOP DRAWINGS OF CUSTOM, DIRECTIONAL AND D-SERIES SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION.
12. INTERSECTING ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED DIRECTLY ABOVE THE STOP SIGNAGE OF THE INTERSECTION. MAIN ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED ABOVE THE INTERSECTING ROAD D3 GUIDE SIGNAGE.
13. REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.

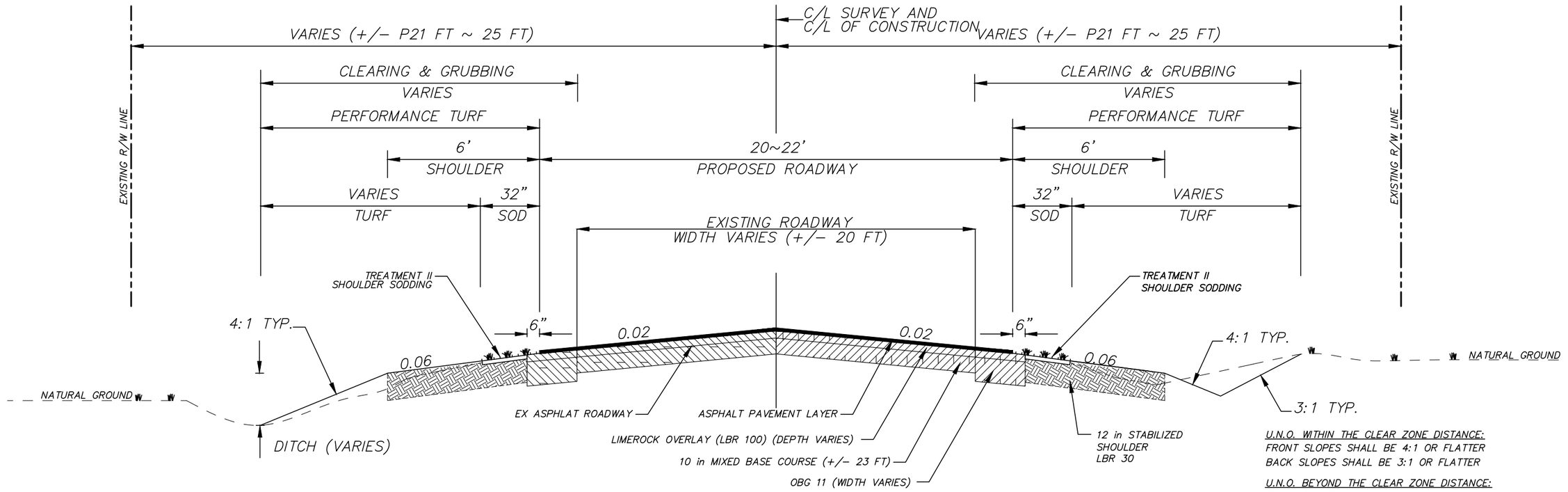
DRAWING LEGEND

- FOUND CORNER MARKER
- FOUND IRON ROD
- FOUND IRON PIPE
- FIBER OPTIC MARKER
- PHONE PEDESTAL
- BURIED UTILITY MARKER
- WATER METER AND BOX
- EXISTING GAS (OR WATER) VALVE AND BOX
- EXISTING STORMWATER MANHOLE
- EXISTING HYDRANT
- ELECTRIC POWER POLE
- ELECTRIC POWER POLE ANCHOR
- ROADWAY SIGN
- OBJECT MARKER
- OVERHEAD ELECTRIC LINE
- TRAVERSE POINT (PK NAIL AND CAP)
- EXISTING FENCE
- TEMPORARY BENCHMARK (ELEV = X.XX')
- SILT FENCE
- CLEAR ZONE
- SHOULDER

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO. 2013-004-ENG
SHEET NO. 2
SHEET 2 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE GENERAL NOTES
DATE 5/8/20
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
SEAL KENNETH R. DUDLEY 58014
REVISION
DATE
PLOT DATE 5/8/2020 3:31 PM
FILE NAME C&QTO
1" 0 VERIFY SCALE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.



U.N.O. WITHIN THE CLEAR ZONE DISTANCE:
FRONT SLOPES SHALL BE 4:1 OR FLATTER
BACK SLOPES SHALL BE 3:1 OR FLATTER

U.N.O. BEYOND THE CLEAR ZONE DISTANCE:
FRONT SLOPES MAY BE 3:1
BACK SLOPES MAY BE 2:1

TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
2. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
3. RESURFACE SIDE STREET(S) TO LIMITS SHOWN IN PLANS.
4. INSTALL OPTIONAL BASE GROUP 11 WIDENING TO 23 FT MIN WIDTH
5. PLACE LIMEROCK OVERLAY (VARIABLE DEPTH) OVER EXISTING ROAD WIDTH. MIX EXISTING ASPHALT ROADWAY, LIMEROCK OVERLAY AND OBG 11 WIDENING FOR FULL PROPOSED ROADWAY WIDTH TO PLAN, PROFILE AND CROSS-SECTION.
6. EXISTING ASPHALT WIDTH FROM THE CENTERLINE OF CONSTRUCTION VARIES. FINAL ASPHALT WIDTHS SHALL BE 22 FT (11' EACH SIDE OF THE CENTERLINE OF CONSTRUCTION).
7. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEAR ZONE AS NECESSARY.

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2017 AADT = 1,000
OPENING YEAR ESTIMATE = 2018 AADT = 1,061
DESIGN YEAR ESTIMATE = 2037 AADT = 1,408
FDOT TRAFFIC LEVEL = B
K = N/A D = 50% T = 15%
DESIGN HOUR T = N/A
DESIGN SPEED = 30 MPH
POSTED SPEED = 25 MPH
CLEAR ZONE(s) = 10 FT
PASSING SIGHT DISTANCE = 500 FT
STOPPING SIGHT DISTANCE = 200 FT

NORTH ELLISON RD (10+12~37+06)
TYPICAL ROADWAY SECTION

NTS

RESURFACING

VARIABLE DEPTH LIMEROCK OVERLAY WITH
TYPE SP-12.5 (TRAFFIC C) (1.50 in AVG/SY)
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 76-22)

WIDENING

OPTIONAL BASE GROUP 11 WITH
TYPE SP-12.5 (TRAFFIC C) (1.50 in AVG/SY)
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 76-22)

OPTIONAL BASE GROUP 11 PERMITTED

12 in LIMEROCK (LBR 100)

CONSTRUCTION SEQUENCE

1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
3. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.)
4. CONSTRUCT OBG 11 WIDENING TO PROVIDE 23 FT MINIMUM WIDTH (21 FT MIN AT NARROWED LEFT LANE SEGMENT).
5. PLACE LIMEROCK OVERLAY (VARIABLE DEPTH) AND MIX FULL ROADWAY WIDTH AT A 10 in MINIMUM DEPTH.
6. SHAPE, COMPACT AND PRIME 23 FT WIDTH BASE COURSE. PROTECT PRIMED BASE COURSE USING SAND COVER OR SCREENINGS. ALLOW PRIME TO CURE 24 HR BEFORE PLACING ASPHALT COURSES. REPRIME ANY WORN AREAS BEFORE PLACING ASPHALT COURSE(S). NOTE - 21 FT MIN AT NARROWED LEFT LANE SEGMENT)
7. CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY.
8. CONSTRUCT SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
9. INSTALL PERFORMANCE TURF THROUGHOUT PROJECT, ALL DISTURBED AREAS EXCEPT ROADWAY SOD STRIP.
10. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE/FRICTION COURSE.
11. INSTALL PERFORMANCE TURF, SOD ADJACENT TO ROADWAY.
12. STRIPE, PLACE RPMS, AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.
13. REINSTALL PROJECT CONTROL, CLEAN PROJECT OF CONSTRUCTION DEBRIS, TRASH, & EROSION CONTROL MEASURES (ONCE VEGETATION HAS ESTABLISHED)

PROJECT NO. 2013-004-ENG
SHEET NO. 3
SHEET 3 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE TYPICAL SECTION
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
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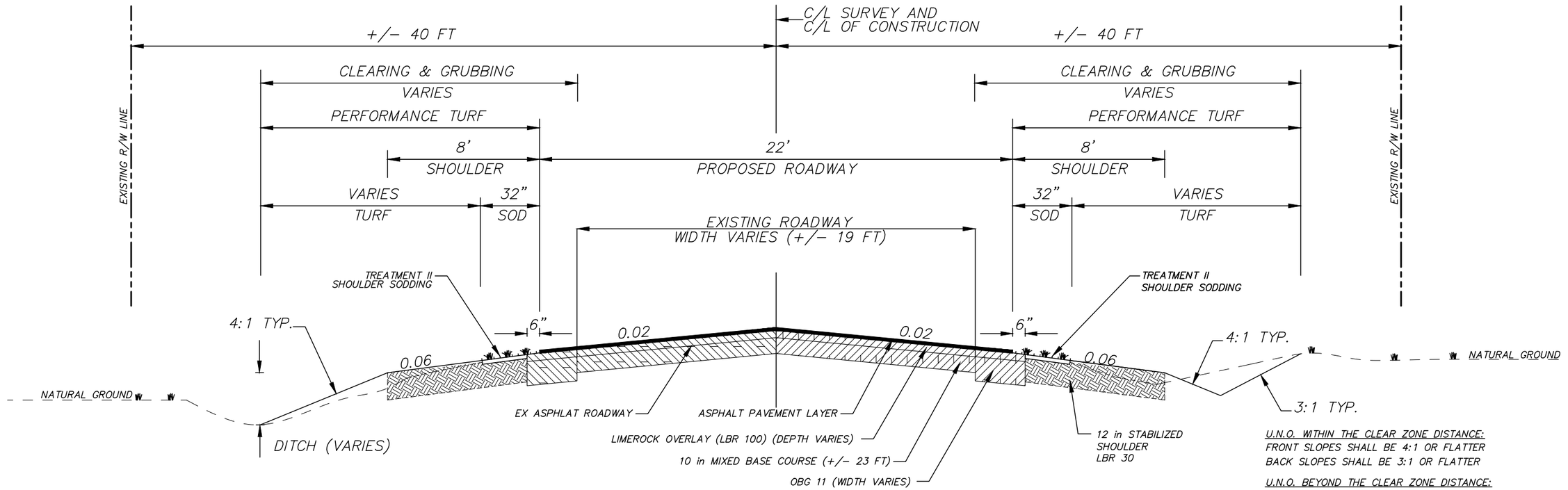
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1" 0 VERIFY SCALE

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BACK SLOPES SHALL BE 3:1 OR FLATTER

U.N.O. BEYOND THE CLEAR ZONE DISTANCE:
FRONT SLOPES MAY BE 3:1
BACK SLOPES MAY BE 2:1

EAST ELLISON RD (42+98~95+84)
NORTH ELLISON RD (37+06~42+98)
TYPICAL ROADWAY SECTION

NTS

U.N.O. RESURFACING

VARIABLE DEPTH LIMEROCK OVERLAY WITH
TYPE SP–12.5 (TRAFFIC C) (1.50 in AVG/SY)
FRICTION COURSE FC–12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 76–22)

U.N.O. WIDENING

OPTIONAL BASE GROUP 11 WITH
TYPE SP–12.5 (TRAFFIC C) (1.50 in AVG/SY)
FRICTION COURSE FC–12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 76–22)

U.N.O. OPTIONAL BASE GROUP 11 PERMITTED

12 in LIMEROCK (LBR 100)

TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
2. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
3. RESURFACE SIDE STREET(S) TO LIMITS SHOWN IN PLANS.
4. INSTALL OPTIONAL BASE GROUP 11 WIDENING TO 23 FT MIN WIDTH
5. PLACE LIMEROCK OVERLAY (VARIABLE DEPTH) OVER EXISTING ROAD WIDTH. MIX EXISTING ASPHALT ROADWAY, LIMEROCK OVERLAY AND OBG 11 WIDENING FOR FULL PROPOSED ROADWAY WIDTH TO PLAN, PROFILE AND CROSS–SECTION.
6. EXISTING ASPHALT WIDTH FROM THE CENTERLINE OF CONSTRUCTION VARIES. FINAL ASPHALT WIDTHS SHALL BE 22 FT (11' EACH SIDE OF THE CENTERLINE OF CONSTRUCTION).
7. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEAR ZONE AS NECESSARY.

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2017 AADT = 1,000
OPENING YEAR ESTIMATE = 2018 AADT = 1,061
DESIGN YEAR ESTIMATE = 2037 AADT = 1,408
FDOT TRAFFIC LEVEL = B
K = N/A D = 50% T = 15%
DESIGN HOUR T = N/A
DESIGN SPEED = 40 MPH
POSTED SPEED = 35 MPH
CLEAR ZONE(s) = 14 FT
PASSING SIGHT DISTANCE = 600 FT
STOPPING SIGHT DISTANCE = 305 FT

CONSTRUCTION SEQUENCE

1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF–SITE DISCHARGE.
3. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.)
4. CONSTRUCT OBG 11 WIDENING TO PROVIDE 23 FT MINIMUM WIDTH.
5. PLACE LIMEROCK OVERLAY (VARIABLE DEPTH) AND MIX FULL ROADWAY WIDTH AT A 10 in MINIMUM DEPTH.
6. SHAPE, COMPACT AND PRIME 23 FT WIDTH BASE COURSE. PROTECT PRIMED BASE COURSE USING SAND COVER OR SCREENINGS. ALLOW PRIME TO CURE 24 HR BEFORE PLACING ASPHALT COURSES. REPRIME ANY WORN AREAS BEFORE PLACING ASPHALT COURSE(S).
7. CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY.
8. CONSTRUCT SHOULDER AREAS PER PLAN PROFILE AND CROSS–SECTIONS.
9. INSTALL PERFORMANCE TURF THROUGHOUT PROJECT, ALL DISTURBED AREAS EXCEPT ROADWAY SOD STRIP.
10. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE/FRICTION COURSE.
11. INSTALL PERFORMANCE TURF, SOD ADJACENT TO ROADWAY.
12. STRIPE, PLACE RPMS, AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.
13. REINSTALL PROJECT CONTROL, CLEAN PROJECT OF CONSTRUCTION DEBRIS, TRASH, & EROSION CONTROL MEASURES (ONCE VEGETATION HAS ESTABLISHED)

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
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PROJECT NO. 2013-004-ENG
SHEET NO. 4
SHEET 4 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE TYPICAL SECTION
SCALE NTS
DATE 5/8/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" 0 VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
PLOT DATE 5/8/2020 3:31 PM
FILE NAME C&QTO

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15–23.004, F.A.C.

SUMMARY OF ROADWAY ITEMS AND QUANTITIES

FDOT INDEX	ITEM No.	LUMP SUM ITEM	UNIT	NORTH ELLISON 10+12~42+97 QUANTITY	EAST ELLISON 42+97~95+60 QUANTITY
17302,17359,etc.		SIGNAGE	LS	1	1
	101-1	MOBILIZATION	LS	1	1
600 Series	102-1	MAINTENANCE OF TRAFFIC	LS	1	1
102, 106	104-10-3	SEDIMENT BARRIER	LF	787	1,460
	107-2	MOWING	AC	1.72	6.44
	110-2-1	CLEARING AND GRUBBING (INCL TREE REMOVALS)	AC	0.75	0.96
120-001, 120-002	120-1	REGULAR EXCAVATION	CY	956	2,077
120-001, 120-002	120-6	EMBANKMENT	CY	1,127	4,699
514	210-1-	REWORKING LIMEROCK BASE (10")	SY	7,348	11,614
514	210-2	LIMEROCK OVERLAY (LBR 100) VARIABLE DEPTH	CY	357	670
514	220-999-10	MIXING EXISTING ASPHALT & WIDENING; 10" DEPTH	SY	8,443	13,351
514	285-710	OPTIONAL BASE GROUP 11	SY	1,347	2,238
	334-1-13	STRUCTURAL COURSE (1.50" / SY SP-12.5) (TRAFFIC C)	TN	666.4	1,053.7
	337-1-43	SURFACE COURSE (1.50" / SY FC-12.5) (TRAFFIC C) PG 76-22	TN	666.4	1,053.7
430-030, -031	400-1-2	CLASS I CONCRETE, ENDWALLS	CY	4.5	19.5
	430-94-1	DESILTING PIPES - 0 TO 24"	LF	41	156
205	430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 18", SD	LF	268	752
205	430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND 24", CD	LF	2.5	56
430-022	430-984-125	MITERED END SECTION, 18" ROUND, SD	EA	20	68
550-001	550-10-118	FENCING, TYPE A, 0.0~5.0, RESET EXISTING	LF	1,277	0
550-001	550-10-118	FENCING, TYPE B, 0.0~5.0, RESET EXISTING	LF	200	0
570-001, 570-010	570-1-1	PERFORMANCE TURF	SY	13,496	12,177
570-010, 524-001	570-1-2	PERFORMANCE TURF, SOD	SY	2,062	3,779
706-001	706-3	REFLECTIVE PAVEMENT MARKINGS	EA	124	172
711-001	710-11-111	EDGE STRIPE (6" WHITE) SOLID (MUTCD PART III)	GM	1.244	1.951
711-001	710-11-211	CENTER STRIPE (6" YELLOW) SOLID (MUTCD PART III)	LF	536	200
711-001	710-11-211	CENTER STRIPE (6" YELLOW) SOLID (MUTCD PART III)	GM	0.563	0.440
711-001	710-11-231	CENTER STRIPE (6" YELLOW) SKIP (MUTCD PART III)	GM	0.376	0.860
711-001	711-11-125	STOP BAR (24" WHITE THERMOPLASTIC) (MUTCD PART III)	LF	66	23
000-515, 000-516	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE 2 APPLICATIONS)	LS	1	1
000-515, 000-516	334-1-11	SIDE ROADS/APRONS - ASPHALT SURFACE COURSE	TN	65.67	82.75
000-515, 000-516	285-706	OPTIONAL BASE GROUP 6 - 8" LIMEROCK LBR 100	SY	322	262
000-515, 000-516	160-4	SIDESTREETS (SUBGRADE)	SY	0.0	150.21
000-515, 000-516	286-1	TURNOUT CONSTRUCTION (LIMEROCK BASE)	SY	373	658

NOTES FOR ITEMS:

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.

102-1 MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PART SIX, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.

THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE. STRIPING TAPE NOT PERMITTED.

120-6 MAINTAIN A SHOULDER SLOPE OF 0.06 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINT AS SPECIFIED IN THE SCOPE OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OR STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DIVISION OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND IS TO BE INCLUDED IN THIS PAY ITEM.

334-1-1X NO INCREASE IN ASPHALT PRICES WILL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIQUID ASPHALT CONTENT IN JOB MIX FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.

570-1-X FERTILIZER: BASED ON 1ST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.

570-1-X WATER: BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SODDED SHALL BE THOROUGHLY SOAKED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.

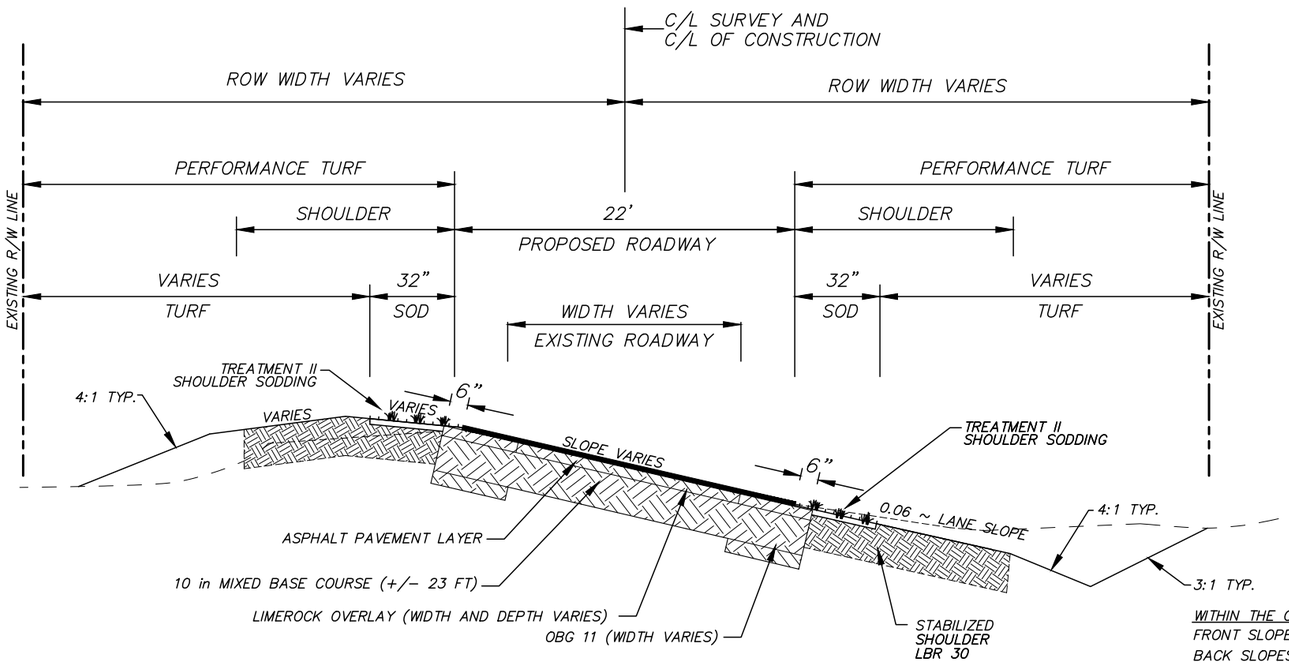
570-1-2 INCLUDES COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENTS. ALSO INCLUDES MATCHING OF PRIVATE OWNER TYPES OF SOD EXISTING PRIOR TO CONSTRUCTION, IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

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PROJECT NO. 2013-004-ENG
PROJECT NAME ELLISON ROAD
SHEET NO. 5
SHEET TITLE SUMMARY OF QUANTITIES
SHEET 5 OF 119
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
DATE 5/8/20
SCALE 1" = 50'
1" VERIFY SCALE
SEAL KENNETH R. DUDLEY 58014
REVISION DATE
PLOT DATE 5/8/2020 3:31 PM
FILE NAME C&QTO

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TYPICAL SUPERELEVATION SECTION

NTS

NOTES:

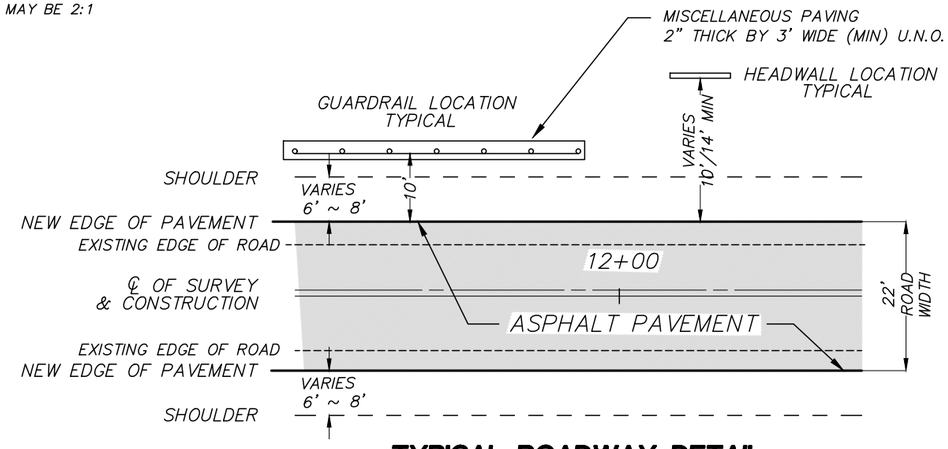
1) LANE & SHOULDER SLOPES TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS INDEX 000-510 & 000-511.

SUPERELEVATION TABLE

Superelevation Region	Station	Description	Left Outside Shoulder	Left Outside Lane	Right Outside Shoulder	Right Outside Lane
	10+00'	Begin Alignment	-6.0%	-2.0%	-6.0%	-2.0%
1	9+46.67'	End Normal Crown	-6.0%	-2.0%	-6.0%	-2.0%
	9+78.67'	Level Crown	-6.0%	0.0%	-6.0%	-2.0%
	9+94.67'	Begin Shoulder Rollover	-6.0%	1.0%	-6.0%	-2.0%
	10+10.67'	**Begin Full Super**	-5.0%	2.0%	-6.0%	-2.0%
	10+10.67'	Reverse Crown	-5.0%	2.0%	-6.0%	-2.0%
	11+78.07'	**End Full Super**	-5.0%	2.0%	-6.0%	-2.0%
	11+78.07'	Reverse Crown	-5.0%	2.0%	-6.0%	-2.0%
	11+94.07'	End Shoulder Rollover	-6.0%	1.0%	-6.0%	-2.0%
	12+10.07'	Level Crown	-6.0%	0.0%	-6.0%	-2.0%
	12+42.07'	Begin Normal Crown	-6.0%	-2.0%	-6.0%	-2.0%
2	41+56.58'	End Normal Crown	-6.0%	-2.0%	-6.0%	-2.0%
	41+93.08'	Level Crown	-6.0%	0.0%	-6.0%	-2.0%
	42+11.33'	Begin Shoulder Rollover	-6.0%	1.0%	-6.0%	-2.0%
	42+29.58'	Reverse Crown	-5.0%	2.0%	-6.0%	-2.0%
	42+66.08'	**Begin Full Super**	-3.0%	4.0%	-6.0%	-4.0%
	43+32.63'	**End Full Super**	-3.0%	4.0%	-6.0%	-4.0%
	43+69.13'	Reverse Crown	-5.0%	2.0%	-6.0%	-2.0%
	43+87.38'	End Shoulder Rollover	-6.0%	1.0%	-6.0%	-2.0%
	44+05.63'	Level Crown	-6.0%	0.0%	-6.0%	-2.0%
	44+42.13'	Begin Normal Crown	-6.0%	-2.0%	-6.0%	-2.0%
	96+00'	End Alignment	-6.0%	-2.0%	-6.0%	-2.0%

WITHIN THE CLEAR ZONE DISTANCE:
FRONT SLOPES SHALL BE 4:1 OR FLATTER
BACK SLOPES SHALL BE 3:1 OR FLATTER

BEYOND THE CLEAR ZONE DISTANCE:
FRONT SLOPES MAY BE 3:1
BACK SLOPES MAY BE 2:1



TYPICAL ROADWAY DETAIL

NTS

TAYLOR COUNTY ENGINEERING DIVISION
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PROJECT NO. 2013-004-ENG
SHEET NO. 9
SHEET 6 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE SUMMARY OF QUANTITIES
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
DATE 5/8/20
SCALE NTS
1" 0 VERIFY SCALE
SEAL KENNETH R. DUDLEY 58014
REVISION
DATE
FILE NAME C&QTO
PLOT DATE 5/8/2020 3:31 PM

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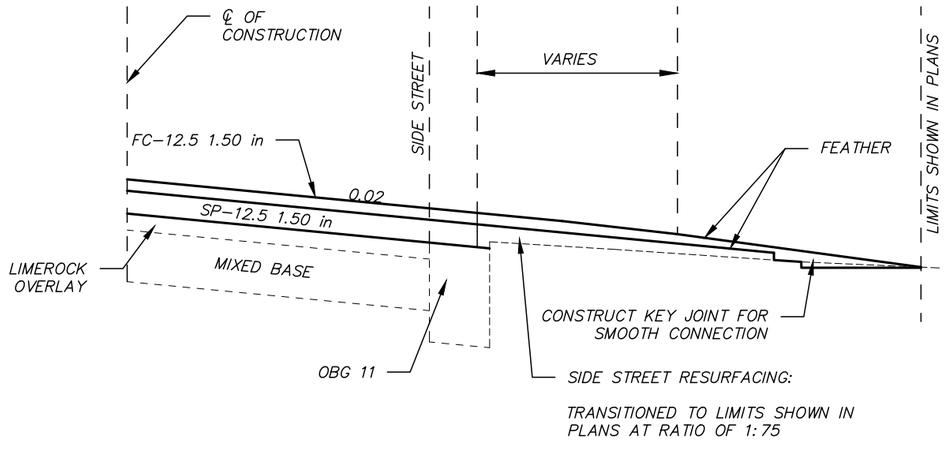
SUMMARY OF TURNOUTS

STATION	SIDE	WIDTH P	WIDTH F	STATION	SIDE	WIDTH P	WIDTH F	STATION	SIDE	WIDTH P	WIDTH F	STATION	SIDE	WIDTH P	WIDTH F
13+38	RT	20'						45+08	LT	20'		68+45	RT	20'	
14+48	LT	20'						47+86	LT	20'		68+65	LT	20'	
18+67	LT	56'						49+06	LT	20'		69+16	LT	40'	
19+17	RT	20'						49+95	LT	17'		71+35	LT	23'	
25+05	RT	21'						50+48	LT	16'		71+42	RT	20'	
26+14	RT	20'						51+12	LT	20'		75+65	LT	20'	
29+41	RT	20'						52+47	LT	20'		78+19	LT	20'	
30+11	LT	20'						53+97	RT	20'		78+27	RT	20'	
30+72	RT	20'						54+87	LT	20'		79+56	RT	20'	
31+14	LT	20'						57+17	LT	20'		80+05	LT	20'	
31+21	RT	20'						57+55	RT	20'		80+48	RT	25'	
33+46	LT	20'						57+85	LT	20'		83+33	RT	20'	
33+66	RT	20'						58+95	RT	20'		85+70	LT	20'	
34+62	LT	20'						59+11	LT	20'		85+90	RT	20'	
35+22	RT	20'						59+84	RT	20'		88+49	RT	20'	
35+25	LT	20'						60+65	LT	20'		89+81	LT	36'	
38+17	RT	20'						61+01	RT	20'		91+54	LT	20'	
39+89	RT	20'						64+10	LT	34'		91+92	RT	20'	
40+33	LT	20'						65+04	RT	20'		94+03	RT	20'	
								65+25	LT	20'		94+86	RT	20'	
								66+23	LT	20'					

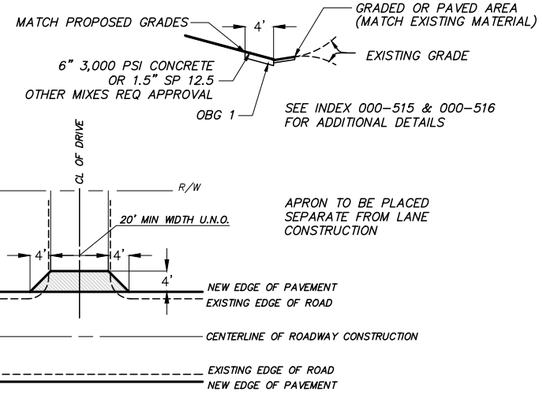
SUMMARY OF SIDE ROAD CONSTRUCTION

ITEM	STATION	NAME	SY P	SY F	SIDE	DESCRIPTION
1	37+03	HOLLEY DR	106.3		RT	---
2	37+06	PINECREST ST	211.1		LT	---
3						
4						
5						
6						
7						
TOTALS			317.4			

ITEM	STATION	NAME	SY P	SY F	SIDE	DESCRIPTION
1	43+06	HINGSON-TANNER RD	147.1		LT	---
2	48+52	HOLLEY DR	112.0		RT	---
3						
4						
5						
6						
7						
TOTALS			259.1			

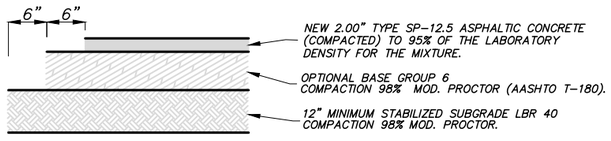


SIDE STREET RESURFACING DETAIL
HALF SECTION FLUSH SHOULDER
NTS

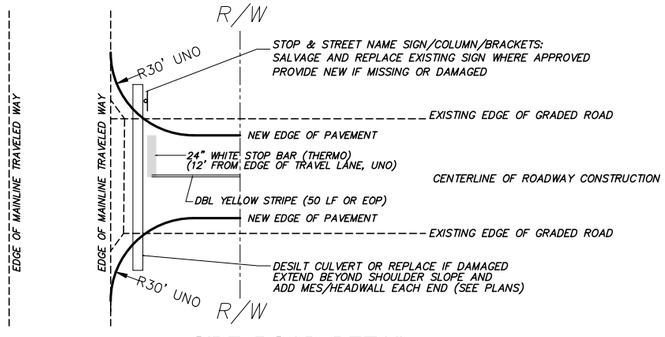


TYPICAL TURNOUT DETAIL
NTS

SAW CUT PVD DRIVEWAYS FOR WIDENING PROJECTS
PVD = PAVED OR CONCRETE DRIVE



SIDE ROAD PAVEMENT DETAIL
NEW CONSTRUCTION ONLY
NTS



SIDE ROAD DETAIL
NTS

EXTEND SIDE ROAD CONSTRUCTION TO THE GREATER OF THE RADIUS RETURN OR THE R/W LIMIT OR IF NOTED, TO THE LIMITS SHOWN IN THE PLANS.

EXISTING PAVED SIDE ROADS TO RECEIVE STRIPING, SIGNAGE, CULVERT DESILTING AND EXTENSIONS WHERE REQUIRED.

ALL SIGNS, CULVERTS AND SIGNAGE TO BE INSTALLED AS SHOWN.

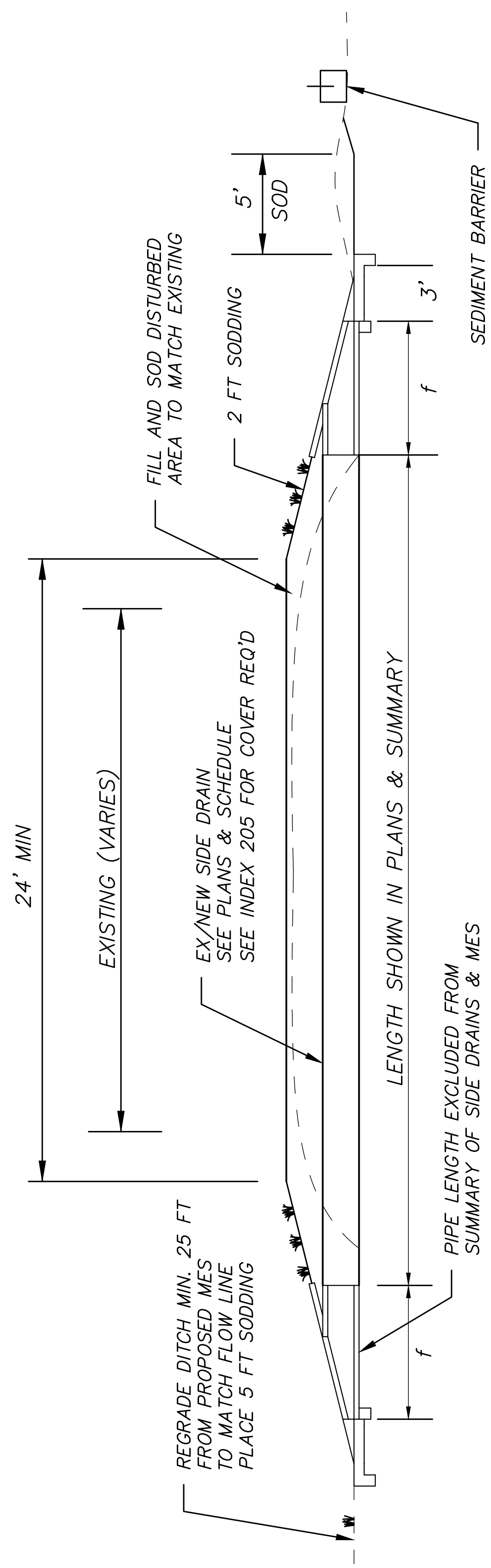
TAYLOR COUNTY ENGINEERING DIVISION
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PROJECT NO. 2013-004-ENG
SHEET NO. 7
SHEET 7 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE SUMMARY OF QUANTITIES
DATE 5/8/20
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
SEAL KENNETH R. DUDLEY 58014
REVISION
DATE
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PLOT DATE 5/8/2020 3:31 PM
1" 0 VERIFY SCALE

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SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

QUANTITY	STATION	SIDE	BARRELS	PIPE LENGTH (LF) 18"	MES (EA)	24"	MES (EA)	23"X14"	MES (EA)	PERF. TURF SOD (SY)	REMARKS
P	24+92	RT	1	22	2					18	RCP
F											
P	26+02	RT	1	22	2					18	RCP
F											
P	29+28	RT	1	22	2					18	RCP
F											
P	29+98	LT	1	22	2					18	RCP
F											
P	30+58	RT	1	70	2					18	RCP
F											
P	31+00	LT	1	22	2					18	RCP
F											
P	33+32	LT	1	22	2					18	RCP
F											
P	33+52	RT	1	22	2					18	RCP
F											
P	38+07	RT	1	22	2					18	RCP
F											
P	40+29	LT	1	22	2					18	RCP
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SHEET TOTALS	PLAN QUANTITY			268	20	---	--	---	--	180	
	FINAL QUANTITY										
SUMMARY TOTALS	PLAN QUANTITY			268	20	---	--	---	--	180	
	FINAL QUANTITY										



SIDE DRAIN MODIFICATION DETAILS

NTS

NOTES:

1) THE LENGTHS OF PIPE SHOWN IN PLAN SHEETS AND IN THE SUMMARY OF SIDE DRAINS AND MITERED END SECTIONS DOES NOT INCLUDE THE PORTION SPECIFIED AS DIMENSION "f" (PIPE TO BE INCLUDED UNDER UNIT PRICE FOR MITERED END SECTION) IN DESIGN STANDARDS INDEX 430-022.
2) PLAN & CROSS-SECTION SHEET STATION/OFFSETS REFERENCE END OF SLAB FOR SIDE DRAIN LOCATIONS.
3) SODDING SHALL BE AS CALLED FOR IN DESIGN STANDARDS AND AS NOTED.
4) ALL TURNOUTS SHALL BE A MINIMUM OF 24 FT WIDE, UNLESS NOTED OTHERWISE (U.N.O.)
5) LOCATION STATIONS ARE APPROXIMATE. MINOR FIELD ADJUST TO FIT SITE CONDITIONS MAY BE REQUIRED.
6) PROPOSED SIDE DRAIN FLOW LINE ELEVATION SHALL MATCH EXISTING FLOW LINE ELEVATION, U.N.O. EXCAVATE WHERE NECESSARY DUE TO ALIGNMENT AND/OR GRADE CHANGES. PLACE 8 LF MINIMUM SEDIMENT BARRIER AT UPSTREAM SIDE OF EACH SD.
7) FOR REPLACEMENT OF SIDE DRAINS 24" OR SMALLER, THE OFFSET OF THE PIPE SHALL MATCH THE EXISTING OFFSET OF THE PIPE TO BE REMOVED EXCEPT WHERE LOCATED CLOSER THAN THE PROPOSED SHOULDER WIDTH PLUS 8 FT OR THE CLEAR ZONE DISTANCE, WHICHEVER IS CLOSEST, U.N.O.

DATE	REVISION
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FILE NAME C¢QTO | PLOT DATE 5/8/2020 3:31 PM

SEAL KENNETH R. DUDLEY 58014

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0 1" VERIFY SCALE

DESIGNED BY KRD | DRAWN BY KRD | CHECKED BY KRD | APPROVED BY BOCC

PROJECT NAME ELLISON ROAD | SHEET TITLE SUMMARY OF QUANTITIES | DATE 5/8/20 | SCALE NTS

PROJECT NO. 2013-004-ENG | SHEET NO. 8 | SHEET 8 OF 119

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SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

QUANTITY	STATION	SIDE	BARRELS	PIPE LENGTH (LF) 18"	MES (EA)	24"	MES (EA)	23"X14"	MES (EA)	PERF. TURF SOD (SY)	REMARKS
P	43+02	LT	1	38	2					18	RCP @ HINGSON TANNER RD
F											
P	47+78	LT	1	22	2					18	RCP
F											
P	48+14	RT	1	0	2					18	EXISTING 28.1 LF OF 18" CPP
F											
P	48+93	LT	1	22	2					18	RCP
F											
P	49+82	LT	1	22	2					18	RCP
F											
P	50+34	LT	1	22	2					18	RCP
F											
P	50+99	LT	1	22	2					18	RCP
F											
P	52+38	LT	1	22	2					18	RCP
F											
P	53+84	RT	1	22	2					18	RCP
F											
P	54+73	LT	1	22	2					18	RCP
F											
P	57+16	LT	1	22	2					18	RCP
F											
P	57+45	RT	1	22	2					18	RCP
F											
P	59+70	RT	1	22	2					18	RCP
F											
P	60+63	LT	1	22	2					18	RCP
F											
P	60+90	RT	1	22	2					18	RCP
F											
P	64+05	LT	1	22	2					18	RCP
F											
P	64+88	RT	1	22	2					18	RCP
F											
P	65+14	LT	1	22	2					18	RCP
F											
P	66+14	LT	1	22	2					18	RCP
F											
P	68+33	RT	1	22	2					18	RCP
F											
P	68+58	LT	1	22	2					18	RCP
F											
P	69+23	LT	1	22	2					18	RCP
F											
P	71+28	RT	1	22	2					18	RCP
F											
P	71+30	LT	1	22	2					18	RCP
F											
P	75+50	LT	1	0	2					18	REUSE EXISTING 30 LF OF 18" CMP
F											
P	79+93	LT	1	22	2					18	RCP
F											
SHEET TOTALS	PLAN QUANTITY			560	52	---	--	---	--	468	
	FINAL QUANTITY										
SUMMARY TOTALS	PLAN QUANTITY			---	--	---	--	---	--	---	
	FINAL QUANTITY										

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

QUANTITY	STATION	SIDE	BARRELS	PIPE LENGTH (LF) 18"	MES (EA)	24"	MES (EA)	23"X14"	MES (EA)	PERF. TURF SOD (SY)	REMARKS
P	83+28	RT	1	22	2					18	RCP
F											
P	85+59	LT	1	22	2					18	RCP
F											
P	85+84	RT	1	22	2					18	RCP
F											
P	88+37	RT	1	22	2					18	RCP
F											
P	89+79	LT	1	38	2					18	RCP
F											
P	91+51	LT	1	22	2					18	RCP
F											
P	91+83	RT	1	22	2					18	RCP
F											
P	93+90	RT	1	22	2					18	RCP
F											
P											
F											
P											
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SHEET TOTALS	PLAN QUANTITY			192	16	---	--	---	--	144	
	FINAL QUANTITY										
SUMMARY TOTALS	PLAN QUANTITY			752	68	---	--	---	--	612	
	FINAL QUANTITY										

PROJECT NO. 2013-004-ENG
SHEET NO. 9
SHEET 9 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE SUMMARY OF QUANTITIES
DATE 5/8/20
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

0 1" VERIFY SCALE

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

SEAL
KENNETH R. DUDLEY
58014

DATE | REVISION

PLOT DATE 5/8/2020 3:31 PM
FILE NAME C¢QTO

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SUMMARY OF DRAINAGE STRUCTURES

QUANTITY	STR. NO.	STATION	DESCRIPTION	BARRELS	DRAIN TOTAL LENGTH (FT) 18"	24"	30"	36"	48"	MITERED END SECTION SINGLE 18"	SINGLE 24"	STRAIGHT CONCRETE ENDWALL SINGLE 18"	DOUBLE 18"	SINGLE 24"	DOUBLE 24"	SINGLE 30"	DOUBLE 30"	SINGLE 36"	DOUBLE 36"	SINGLE 48"	PERF. TURF SOD (SY)	REMARKS
P	S-1	27+02	24" RCP – CROSS DRAIN	1		43.6								2							76	2.5' R NEW 24" RCP & 2 NEW ENDWALLS
F																						
P	S-2	45+00	24" RCP – CROSS DRAIN	1		52.9								2							76	4.0' L NEW 24" RCP & 2 NEW ENDWALLS
F																						
P	S-3	64+00	24" RCP – CROSS DRAIN	1		55.7								2							76	2.0' L NEW 24" RCP & 2 NEW ENDWALLS
F																						
P	S-4	83+99	24" RCP – CROSS DRAIN	1		53.6								2							76	2 NEW ENDWALLS; NO EXTENSIONS
F																						
P	S-5	94+80	24" RCP – CROSS DRAIN	1		50.0								2							76	REMOVE EX PIPE INSTALL NEW & ENDWALLS
F																						
P	S-6	45+05	18" RCP – SIDE DRAIN	1	28.0					1		1									39	SD W/ 1 NEW ENDWALL; 1 NEW MES
F																						
P																						
F																						
SHEET TOTALS			PLAN QUANTITY		28	256	---	---	---	1	---	1	---	10	---	---	---	---	---	---	419	
			FINAL QUANTITY																			

GOVERNING SPECIFICATIONS:

1. CULVERTS: FDOT INDEX 430-030 – STRAIGHT CONCRETE ENDWALLS
   FDOT INDEX 430-021 AND 430-022 – MITERED END SECTIONS
   FDOT INDEX 430-001 – MISCELLANEOUS DRAINAGE DETAILS
   FDOT INDEX 524-001 – DITCH PAVEMENT AND SODDING
   FDOT INDEX 400-289, -291, -292 – CONCRETE BOX CULVERT
2. GUARDRAIL COMPONENTS:
   FDOT INDEX 536-001 – GUARDRAIL
   FDOT INDEX 536-002, -404, -405 – GUARDRAIL ANCHORAGE AND CONTINUOUS BARRIER FOR EXISTING BRIDGES
3. SIGNAGE: FDOT INDEX 700-107 – BRIDGE WEIGHT RESTRICTIONS
   FDOT INDEX 700-106 – RURAL NARROW BRIDGE TREATMENT

NOTES: ALL ABOVE ITEMS TO INCLUDE NECESSARY EROSION/SEDIMENTATION CONTROL, PERFORMANCE TURF AND ANY REQUIRED BORROW OR FILL MATERIAL TO PROPERLY SHAPE SLOPES.

UNDAMAGED GUARDRAIL ITEMS AND ASSOCIATED SIGNAGE/DELINEATORS SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27.

ALL TRENCHES SHALL BE BACKFILLED BY THE END OF THE WORK DAY. NO OPEN TRENCHES OR STOCKPILES WITHIN THE CLEARZONE WILL BE PERMITTED AFTER WORK ENDS FOR THE DAY.

SUMMARY OF DESILTING OF PIPE

STRUCT. NO.	LOCATION STATION	SIDE	SIZE	18" P LF	18" F LF	24" P LF	24" F LF	30" P LF	30" F LF	36" P LF	36" F LF	42" P LF	42" F LF	BOX CULVERT P CY	BOX CULVERT F CY
S-1	27+02	LT/RT	24"			40									
S-2	45+00	LT/RT	24"			49									
S-3	64+00	LT/RT	24"			54									
S-4	83+99	LT/RT	24"			54									
SUB-TOTAL				---		196		---		---				---	
TOTAL				---		196		---		---				---	

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

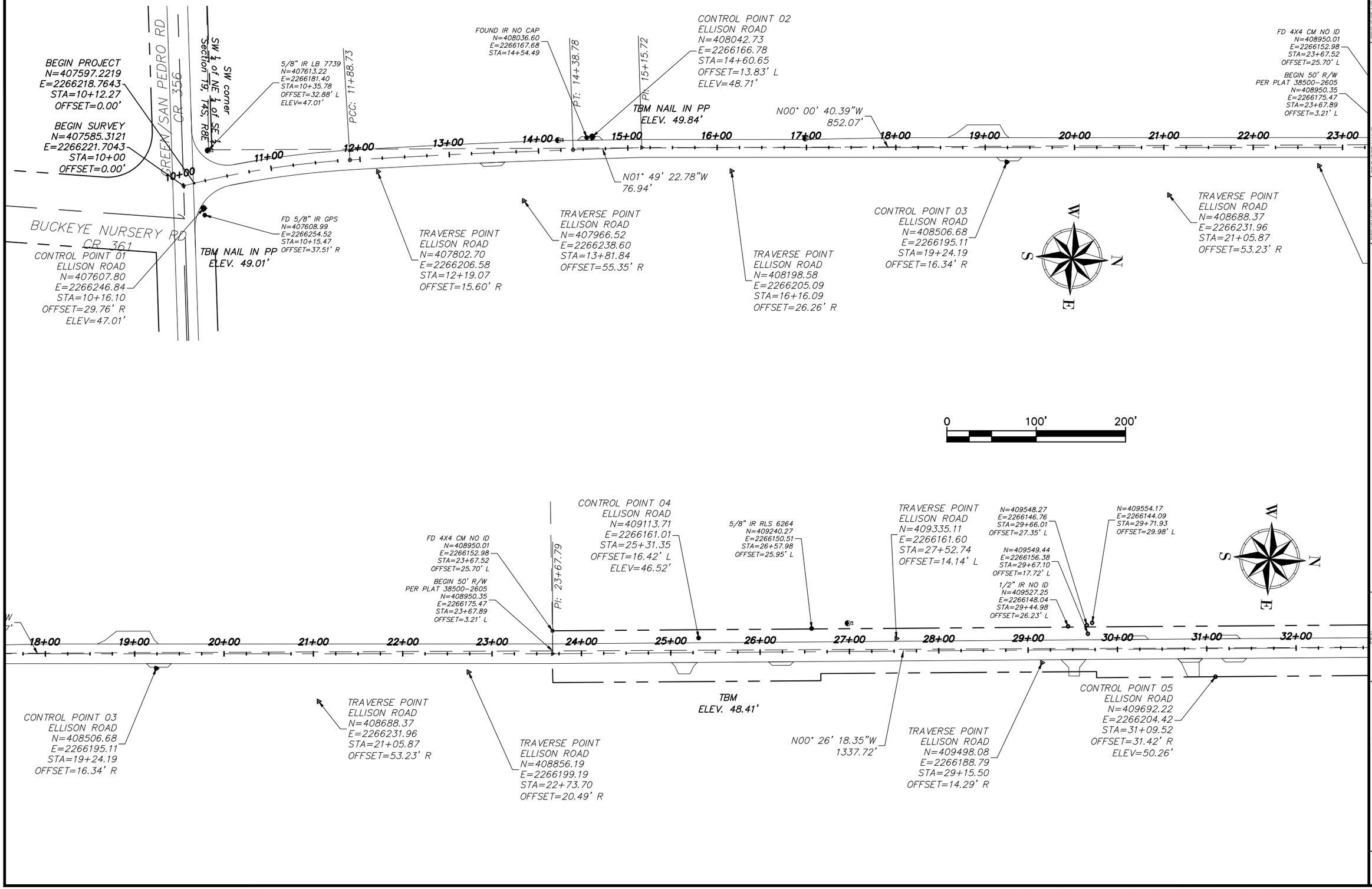
LOCATION STA TO STA	SIDE	SEDIMENT BARRIER 0104 10 3 LF P	SEDIMENT BARRIER 0104 10 3 LF F	TURBIDITY BARRIER 0104 11 LF LF	TURBIDITY BARRIER 0104 11 LF LF	CHECK DAM EA LF	CHECK DAM EA LF	DESIGN NOTES
26+61 TO 27+36	LT	85		--		--		TYPE 3
26+73 TO 27+36	RT	78						TYPE 3
40+30 TO 47+06	RT	632						TYPE 3
44+74 TO 45+07	LT	192						TYPE 3
45+47 TO 47+72	LT	223						TYPE 3
61+39 TO 64+87	RT	349						TYPE 3
63+55 TO 64+20	LT	68						TYPE 3
65+35 TO 68+32	RT	297						TYPE 3
83+50 TO 84+46	LT	101						TYPE 3
83+80 TO 84+33	RT	65						TYPE 3
94+33 TO 94+93	RT	61						TYPE 3
94+37 TO 95+40	LT	104						TYPE 3
SUB-TOTAL		2255		--		--		
TOTAL		2255		--		--		

TAYLOR COUNTY ENGINEERING DIVISION
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PROJECT NO. 2013-004-ENG
SHEET NO. 10
SHEET 10 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE SUMMARY OF QUANTITIES
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
DATE 5/8/20
APPROVED BY BOCC
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
PLOT DATE 5/8/2020 3:31 PM
FILE NAME C&QTO



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PROJECT NO.	2013-004-ENG
PROJECT NAME	ELLISON ROAD
SHEET NO.	11
SHEET TITLE	PROJECT LAYOUT
SCALE	1" = 100'
DATE	12/6/19
DESIGNED BY	DELTA
DRAWN BY	DELTA
CHECKED BY	DELTA
APPROVED BY	DELTA

SHEET 11 OF 119

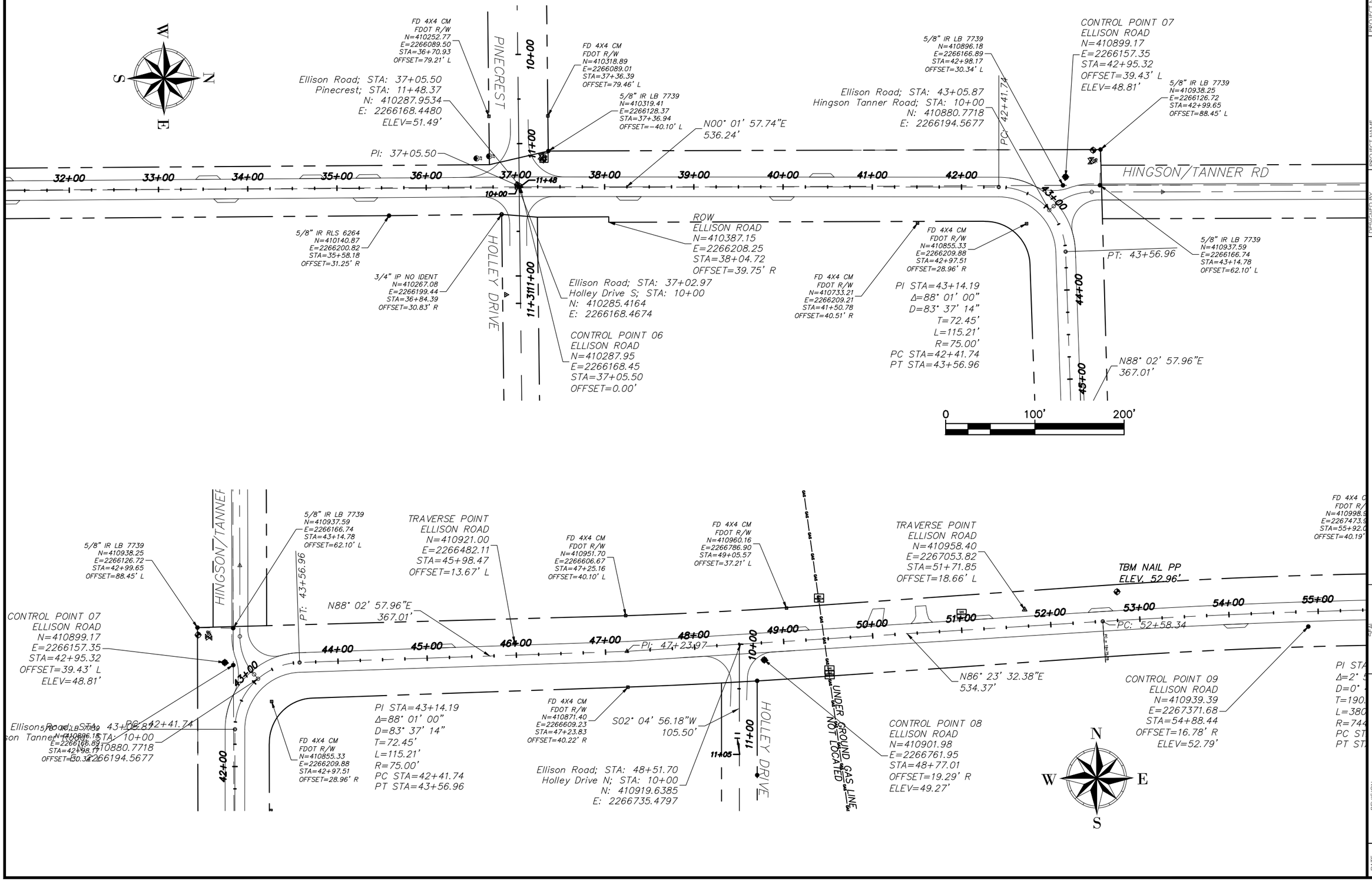
1" 0 VERIFY SCALE

REVISION | DATE

PLOT DATE 5/8/2020 3:37 PM

FILE NAME PROJECT LAYOUT.DWG

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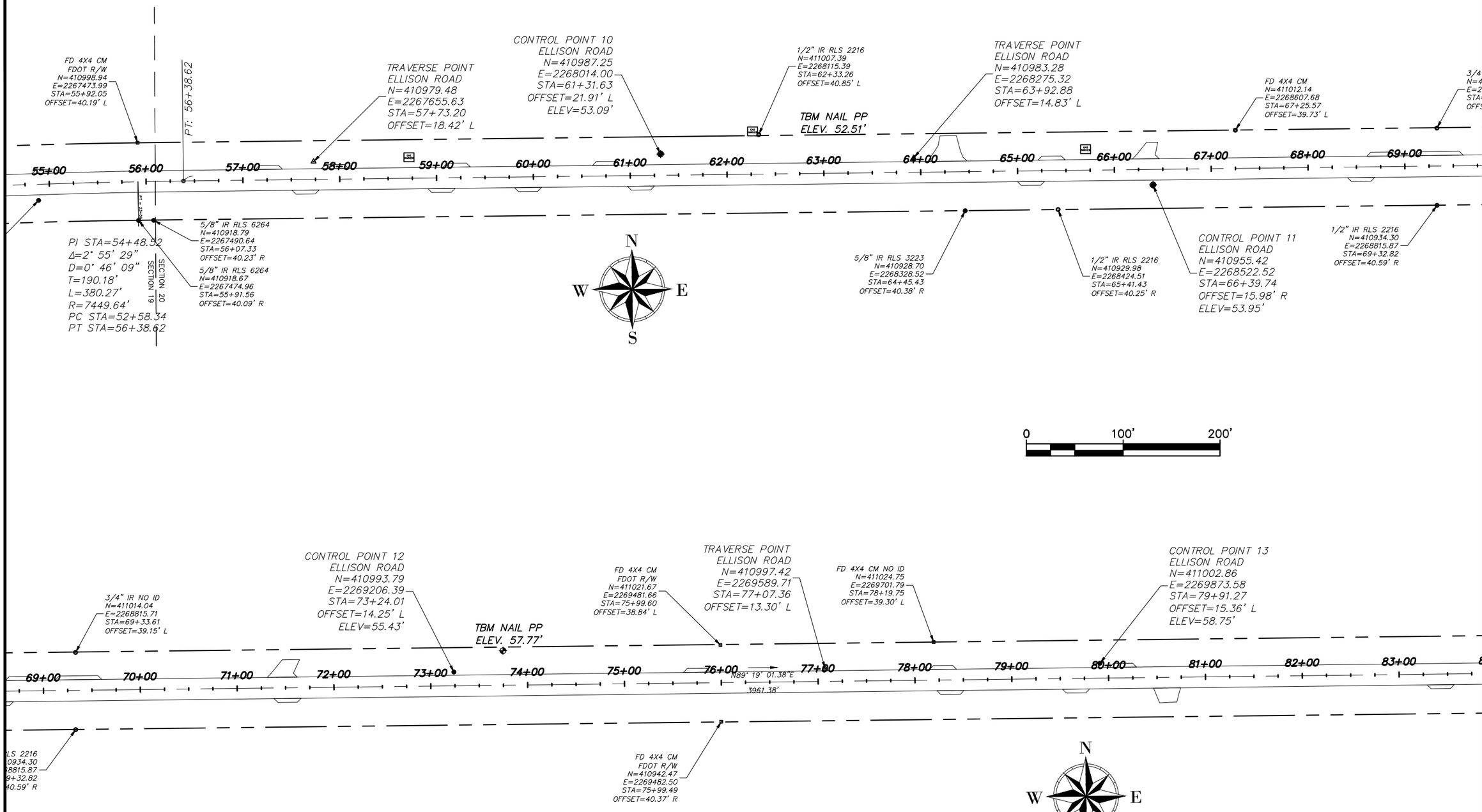
PROJECT NAME: ELLISON ROAD
PROJECT NO.: 2013-004-ENG
SHEET TITLE: PROJECT LAYOUT
SHEET NO.: 12
SHEET 12 OF 119
DATE: 12/6/19
SCALE: 1" = 100'
DESIGNED BY: DELTA
DRAWN BY: DELTA
CHECKED BY: DELTA
APPROVED BY: DELTA

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1" 0 VERIFY SCALE

REVISION
DATE
PLOT DATE: 5/8/2020 3:37 PM
FILE NAME: PROJECT LAYOUT.DWG

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PROJECT NO. 2013-004-ENG

SHEET NO. 13 OF 119

PROJECT NAME: ELLISON ROAD

SHEET TITLE: PROJECT LAYOUT

SCALE: 1" = 100'

DATE: 12/6/19

DESIGNED BY: DELTA

DRAWN BY: DELTA

CHECKED BY: DELTA

APPROVED BY: DELTA

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

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1" 0 VERIFY SCALE

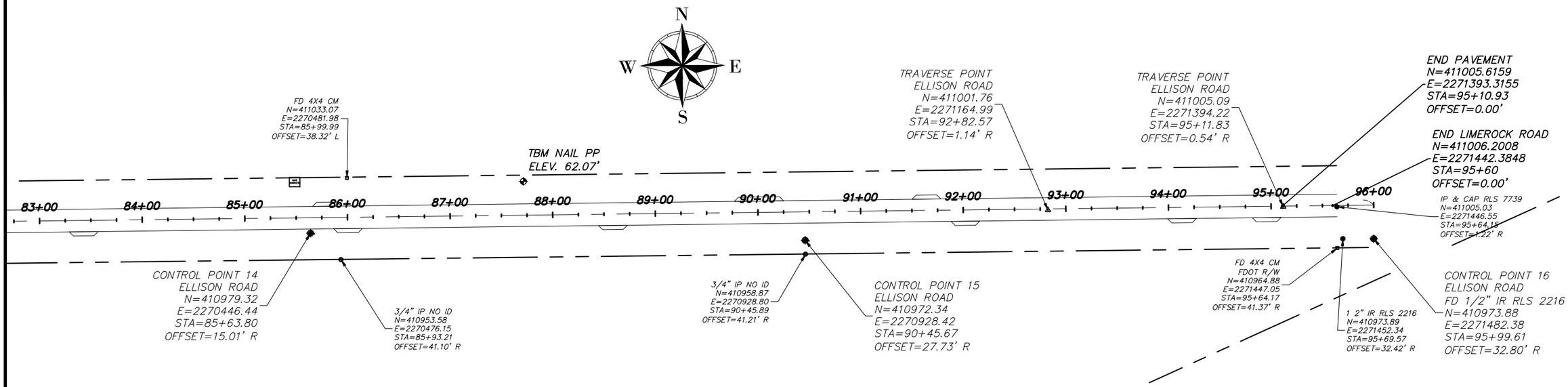
REVISION

DATE

PLOT DATE: 5/8/2020 3:37 PM

FILE NAME: PROJECT LAYOUT.DWG

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PROJECT NO.	2013-004-ENG
PROJECT NAME	ELLISON ROAD
SHEET NO.	14
SHEET TITLE	PROJECT LAYOUT
SHEET 14 OF 119	
SCALE	1" = 100'
DATE	12/6/19
DESIGNED BY	DELTA
DRAWN BY	DELTA
CHECKED BY	DELTA
APPROVED BY	DELTA

1" 0 VERIFY SCALE

SEAL

DATE	REVISION

FILE NAME: PROJECT LAYOUT.DWG
PLOT DATE: 5/8/2020 3:37 PM

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BEGIN PROJECT
N=407597.2219
E=2266218.7643
STA=10+12.27
OFFSET=0.00'

BEGIN SURVEY
N=407585.3121
E=2266221.7043
STA=10+00
OFFSET=0.00'

GREEN/SAN PEDRO RD
CR 356

BUCKEYE NURSERY RD
CR 361

ROW (66 FT)

SW corner
Section 19, T4S, R8E
SW ¼ of NE ¼ of SE ¼

RELOCATE BOLLARDS
TO CLEAR ZONE

RP
+59.98
51.00' L

10 FT CLEAR ZONE

6 FT SHOULDER

10+10.67
L: 2.00%
R: -2.00%

11+78.07
L: 2.00%
R: -2.00%

PROPOSED
WIDENING

EX EOP

12+10.07
L: 0.00%
R: -2.00%

12+42.07
L: -2.00%
R: -2.00%

11'

EX EOP

10 FT CZ

wood line

24" WATER OAK
24" PINE
20" CHERRY
20" PINE

RP
+52.07
61.00' R

SAWCUT &
MATCH PAVEMENT

TBM NAIL IN PP
ELEV. 49.01'

PI STA=10+94.65
Δ=10° 46' 35"
D=5° 42' 44"
T=94.65'
L=188.73'
R=1003.46'
PC STA=10+00
PT STA=11+88.73

CITIZENS OF PERRY HONORING
PARCEL NO. 07534-000

DUKE ENERGY
PARCEL NO. 07555-000

PC: 11+88.73

PI STA=13+13.76
Δ=1° 37' 04"
D=0° 38' 49"
T=125.03'
L=250.05'
R=8856.45'
PC STA=11+88.73
PT STA=14+38.78

+37.9
15.0' R

30" LIVE OAK
40" LIVE OAK

PAVED

+58
15.0' R

GRAVES

CHURCH ST PETERS PRIMITIVE
PARCEL NO. 07535-000

+48.2
14.3' L

+15.1
11.0' L

PT: 14+38.78

+68.2
13.9' L

PI: 15+15.72

BEGIN 9 FT LEFT LANE
& 2 FT LEFT SHOULDER
STA 15+15

TBM NAIL IN PP
ELEV. 49.84'

2 FT SHOULDER

9'

11'

22" Water Oak 15" Cherry Tree
15" Cherry Tree
10" CEDAR
30"Live Oak
48"Live Oak
30" Live Oak
48" Live Oak
10" Cherry Tree
N01° 49' 22.78"W
76.94'

REMOVE ALL TREES
WITHIN CLEAR ZONE

STA 13+00~15+25
SAW TREES AT GROUND
LEVEL THEN GRIND
STUMPS TO 12" BELOW
FINISH GRADE

20" WATER OAK
12" WATER OAK
18" WATER OAK

RELOCATE FENCE
TO CLEAR ZONE

PALL BEARERS UNION DISTRICT 1
PARCEL NO. 07534-100

ML ~ 1
STA: 15+24.97

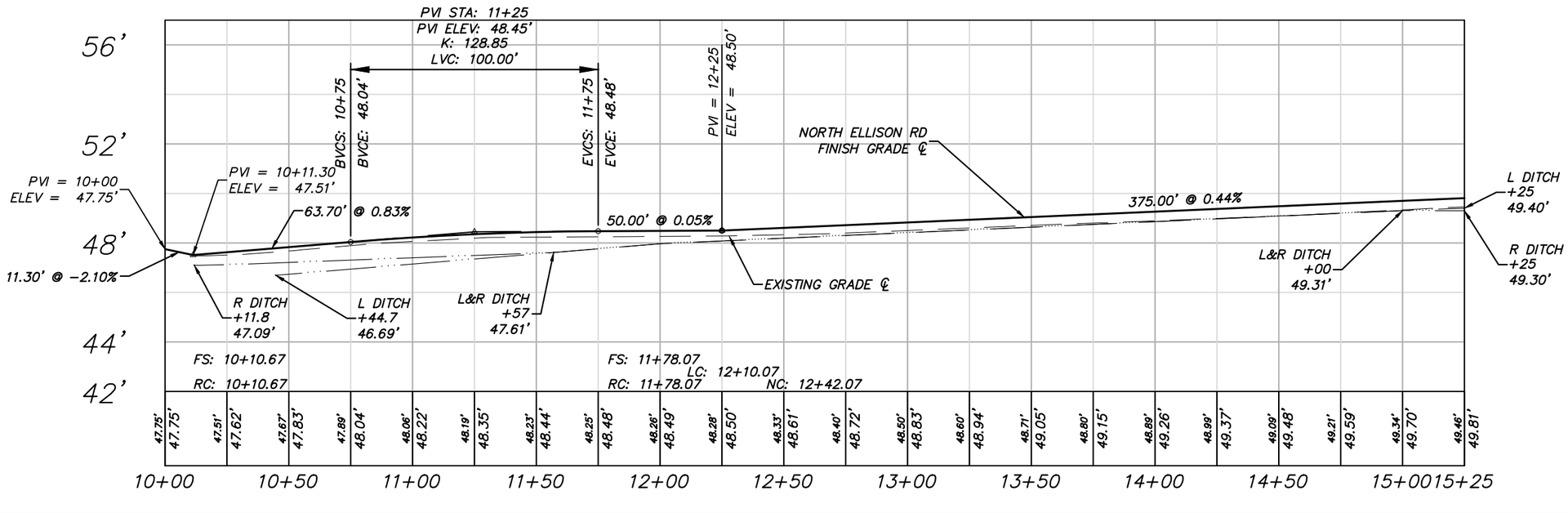
STA
FENC
50 F

10+00
11+00
12+00
13+00
14+00
15+00
16+00

LOD
DHE
001

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'



SCALE:
HOR: 1"=50'
VER: 1"=5'

TAYLOR COUNTY ENGINEERING DIVISION
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PROJECT NO.	2013-004-ENG
SHEET NO.	15
SHEET	15 OF 119
PROJECT NAME	ELLISON ROAD
SHEET TITLE	PLAN & PROFILE
SCALE	1" = 50'
DATE	5/8/20
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC

1" 0 VERIFY SCALE

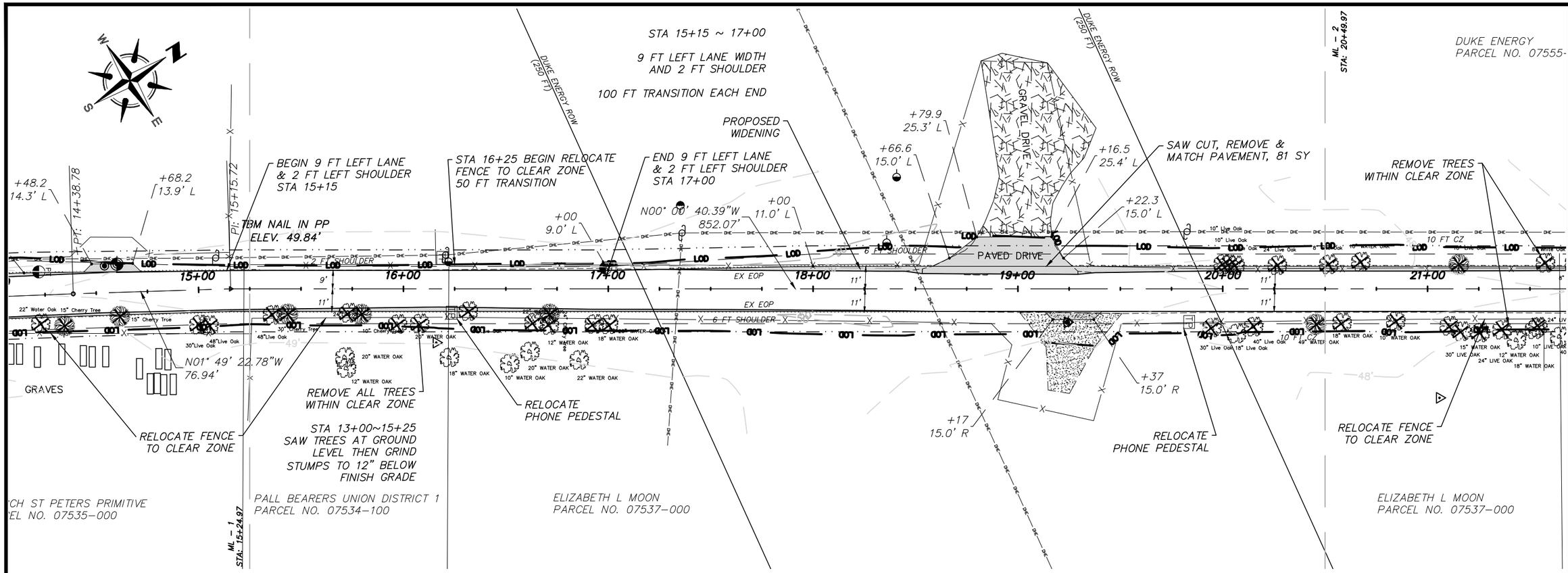
KENNETH R. DUDLEY — SEAL — 58014

REVISION | DATE

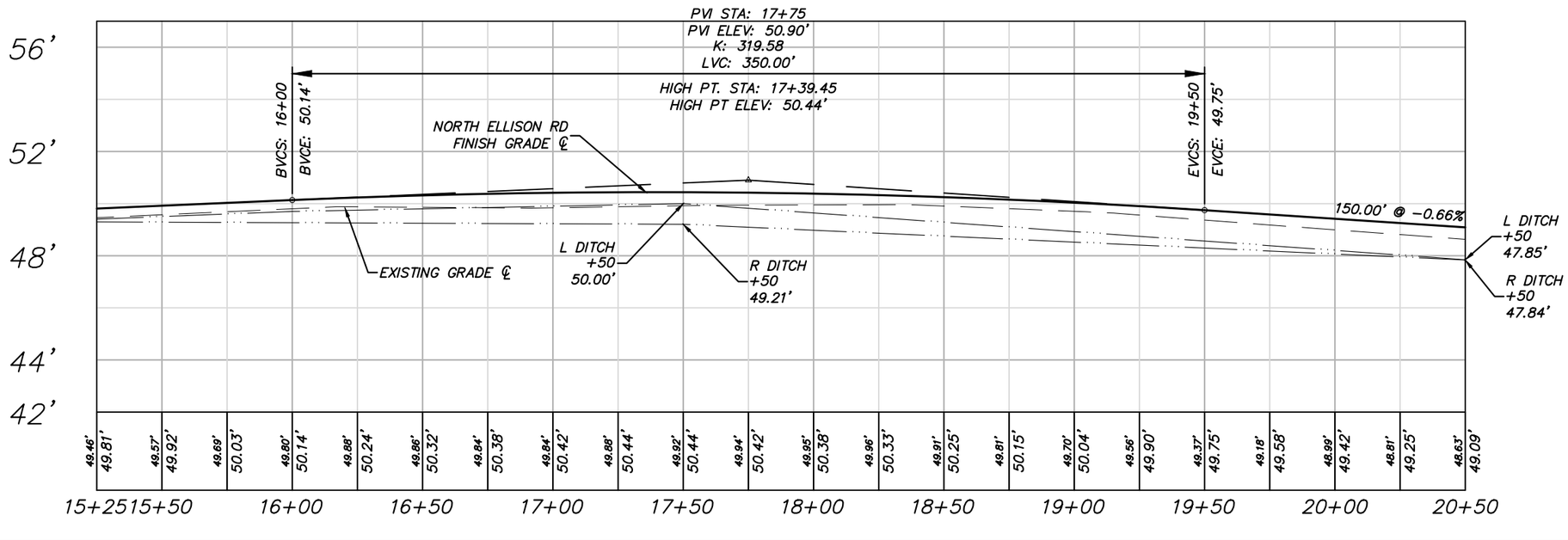
PLOT DATE 5/8/2020 3:45 PM

FILE NAME PP - (1)

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NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.



SCALE:
HOR: 1"=50'
VER: 1"=5'

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PROJECT NO.	2013-004-ENG
SHEET NO.	16
SHEET	16 OF 119
PROJECT NAME	ELLISON ROAD
SHEET TITLE	PLAN & PROFILE
SCALE	1" = 50'
DATE	5/8/20
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC

1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

REVISION	DATE
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PLOT DATE 5/8/2020 3:45 PM
FILE NAME PP - (1)

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DUKE ENERGY ROW (50 FT)

DUKE ENERGY
PARCEL NO. 07555-000

DUKE ENERGY FLORIDA LLC
PARCEL NO. 07449-000

ML - 3
STA: 25+74.97

+16.5
25.4' L

SAW CUT, REMOVE &
MATCH PAVEMENT, 81 SY

+22.3
15.0' L

REMOVE TREES
WITHIN CLEAR ZONE

RELOCATE
FENCE TO
CLEAR ZONE

PROPOSED
WIDENING

PI: 23+67.79

SILT FENCE TYPE III
80 LF

+45.9
17.0' L

ROW (50 FT)

10 FT CZ

6 FT SHOULDER

EX EOP

20+00 21+00 22+00 23+00 24+00 25+00 26+00

+37
15.0' R

RELOCATE
PHONE PEDESTAL

RELOCATE FENCE
TO CLEAR ZONE

+04.6
15.0' R

RELOCATE
MAILBOX

TBM
ELEV. 48.41'

+25.6
15.0' R

+21.3
23.8' R

+08.4
23.6' R

+13.5
15.0' R

+33.5
15.0' R

+46.3
17.0' R

NEW 22.0 LF of 18 in RCP @ 0.43%
NEW 4:1 SD MES - 18 in @ 22.0' R

NEW 22.0 LF of 18 in RCP @ 2.06%
NEW 4:1 SD MES - 18 in @ 22.0' R

SILT FENCE TYPE III
75 LF

SAW CUT & REMOVE
REPLACE CONCRETE, 27 SY

ELIZABETH L MOON
PARCEL NO. 07537-000

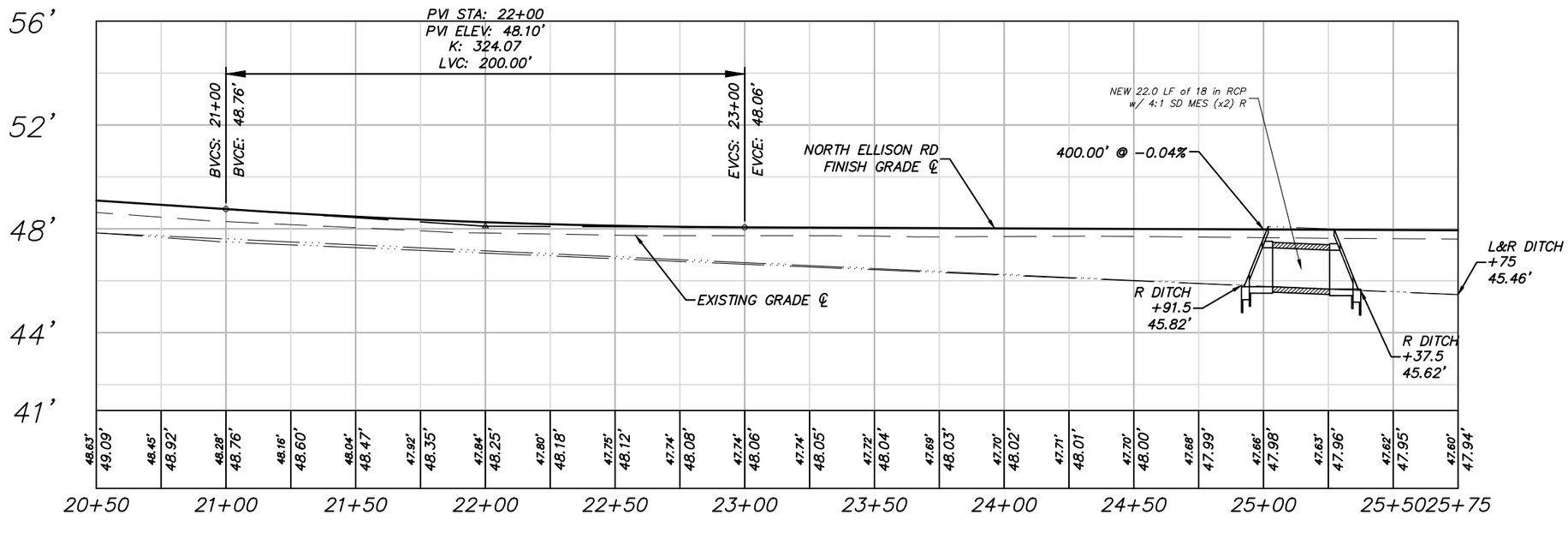
MAYO M & HAZEL J SNOW
PARCEL NO. 07542-000

MAYO & HAZEL J SNOW
PARCEL NO. 07521-000

ML - 2
STA: 20+49.97

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'



SCALE:
HOR: 1"=50'
VER: 1"=5'

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PROJECT NO. 2013-004-ENG
SHEET NO. 17
SHEET 17 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/8/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
FILE NAME PP - (1)
PLOT DATE 5/8/2020 3:45 PM

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DUKE ENERGY FLORIDA LLC
PARCEL NO. 07449-000

HAROLD F PATRICIA F REAMS
PARCEL NO. 07553-500

HAROLD F PATRICIA F REAMS
PARCEL NO. 07554-000

ML - 4
STA: 30+99.97

REMOVE 31.1 LF 18 in CMP

SILT FENCE TYPE III
80 LF

+45.9
17.0' L

+56.9
17.0' L

+11
15.0' L

+31
15.0' L

+13.7
15.0' L

+33.7
15.0' L

36" Live Oak
6" Dogwood
15" Pine
10" Dogwood
Hedge
12" Dogwood
12" Dogwood
6" Dogwood

ROW (50 FT)
6 FT SHOULDER
EX EOP
11'
11'
6 FT SHOULDER
10' FT CZ

25+00 26+00 27+00 28+00 29+00 30+00 31+00 32+00

+04.6
15.0' R

TBM
ELEV. 48.41'

+25.6
15.0' R

+08.4
23.6' R

+21.3
23.8' R

+13.5
15.0' R

+33.5
15.0' R

+46.3
17.0' R

+57.3
17.0' R

RELOCATE
MAILBOX

10" Palm
10" Palm
4" Dogwood
4" Dogwood
4" Dogwood
4" Dogwood
4" Dogwood
4" Dogwood

PROPOSED
WIDENING

+40.6
15.0' R

+45.3
29.3' R

SAW CUT & REMOVE
REPLACE CONCRETE, 33 SY

+61.4
15.0' R

+57.3
29.4' R

RELOCATE
MAILBOX

+71.3
15.0' R

+78.5
31.0' R

6" Dogwood
Hedge
Hedge

SAW CUT & REMOVE
REPLACE CONCRETE, 40 SY

+91.3
15.0' R

+91.3
31.2' R

RELOCATE GUY ANCHOR
IF NECESSARY FOR
SIDE DRAIN INSTALL

+20.6
15.0' R

+40.6
15.0' R

RELOCATE
MAILBOX

NEW 22.0 LF of 18 in RCP @ 2.06%
NEW 4:1 SD MES - 18 in @ 22.0' R

SILT FENCE TYPE III
75 LF

N00° 26' 18.55"W
139.72'

S-1
EX 41.09 LF of 24 in RCP
NEW 2.5 LF of 24 in RCP @ 0.05%
REMOVE EX HEADWALLS
NEW 24 in ENDWALL @ 22.3' L
NEW 24 in ENDWALL @ 21.3' R

BARBARA C OSTEEN
PARCEL NO. 07524-000

REMOVE 24.5 LF 18 in CMP
NEW 22.0 LF of 18 in RCP @ 0.70%
NEW 4:1 SD MES - 18 in @ 22.0' R

EUSTIS THOMAS GUNTER
PARCEL NO. 07523-000

JIMMY W & VICKIE L BR
PARCEL NO. 07545-00

NEW 70.0 LF of 18 in
NEW 4:1 SD MES - 18

MAYO & HAZEL J SNOW
PARCEL NO. 07521-000

ML - 3
STA: 25+74.97

PVI STA: 32+00
PVI ELEV: 51.80'
K: 247.71
LVC: 250.00'

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'

PVI STA: 28+00
PVI ELEV: 47.85'
K: 194.33
LVC: 200.00'
LOW PT. STA: 27+08.10
LOW PT ELEV: 47.89'

BVCS: 27+00
BVCE: 47.89'
EVCS: 29+00
EVCE: 48.84'
BVCS: 30+75
BVCE: 50.57'
EVCS: 33+25
EVCE: 51.77'

56' 52' 48' 44' 41'

NEW 22.0 LF of 18 in RCP
w/ 4:1 SD MES (x2) R

NEW 22.0 LF of 18 in RCP
w/ 4:1 SD MES (x2) R

NORTH ELLISON RD
FINISH GRADE ℄

EXISTING 24 in RCP

EXISTING GRADE ℄

175.01' @ 0.99%

L&R DITCH
+75
45.46'

L&R DITCH
+02.2
45.36'

R DITCH
+47.3
44.43'

L DITCH
+01.4
43.32'

R DITCH
+01.9
43.34'

R DITCH
+00
45.30'

L DITCH
+42.6
47.56'

R DITCH
+28.3
46.19'

R DITCH
+74.3
46.51'

L DITCH
+04.9
48.18'

L DITCH
+37.6
48.31'

R DITCH
+58.4
47.10'

L DITCH
+00
48.55'

47.60' 47.94' 47.59' 47.93' 47.58' 47.92' 47.56' 47.91' 47.54' 47.90' 47.56' 47.89' 47.59' 47.90' 47.62' 47.94' 47.64' 48.01' 47.67' 48.11' 47.79' 48.24' 47.95' 48.41' 48.10' 48.61' 48.34' 48.84' 48.62' 49.08' 48.91' 49.33' 49.20' 49.58' 49.49' 49.82' 49.74' 50.07' 49.96' 50.32' 50.15' 50.57' 50.34' 50.80'

25+75 26+00 26+50 27+00 27+50 28+00 28+50 29+00 29+50 30+00 30+50 31+00

SCALE:
HOR: 1"=50'
VER: 1"=5'

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PROJECT NO. 2013-004-ENG
SHEET NO. 18
SHEET 18 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/8/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

1" VERIFY SCALE 0

SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
PLOT DATE 5/8/2020 3:46 PM
FILE NAME PP - (1)

HAROLD F PATRICIA F REAMS
PARCEL NO. 07554-000

REMOVE 31.1 LF 18 in CMP

STEPHEN P & MARY T MURPHY
PARCEL NO. 07554-200

GEORGIA MARIE NORMAN
PARCEL NO. 07554-100

JOHN M SR & ELIZABETH O FULLER
PARCEL NO. 07560-000

ML - 5
STA: 36+24.97

PINECREST

ROW (66 FT)

+11 15.0' L
+31 15.0' L
+13.7 15.0' L
+33.7 15.0' L
+45.7 15.0' L
+65.7 15.0' L
+62.1 15.0' L
+82.1 15.0' L
+25.2 15.0' L
+45.2 15.0' L
RP +45 61.00' L
+95 61.4' L

PI: 37+05.50

ROW (50 FT)
6 FT SHOULDER
EX EOP
10 FT C&G

30+00 31+00 32+00 33+00 34+00 35+00 36+00 37+00 10+00 11+00

+61.4 15.0' R
+57.3 29.4' R
+71.3 15.0' R
+78.5 31.0' R
+91.3 15.0' R
+91.3 31.2' R
+20.6 15.0' R
+40.6 15.0' R
+65.9 15.0' R
+85.9 15.0' R
+21.7 15.0' R
+41.7 15.0' R
RP +63.34 41.00' R
+93.34 41.16' R

RELOCATE MAILBOX
RELOCATE MAILBOX
RELOCATE MAILBOX(ES)
RELOCATE MAILBOX

SAW CUT & REMOVE REPLACE CONCRETE, 40 SY
RELOCATE GUY ANCHOR IF NECESSARY FOR SIDE DRAIN INSTALL
PROPOSED WIDENING

EUSTIS THOMAS GUNTER
PARCEL NO. 07523-000

ML - 4
STA: 30+99.97

JIMMY W & VICKIE L BROWN TRUSTEES
PARCEL NO. 07545-000

NEW 70.0 LF of 18 in RCP @ 0.70%
NEW 4:1 SD MES - 18 in @ 22.0' R

JIMMY W & VICKIE BROWN
PARCEL NO. 07543-450

NEW 22.0 LF of 18 in RCP @ 0.70%
NEW 4:1 SD MES - 18 in @ 22.0' R

TIFFANY MOCK
PARCEL NO. 07543-000

JOHNATHAN D & BROOKE G ROSE
PARCEL NO. 07543-050

HOLLEY DRIVE
ROW (40 FT)
1+31 11+00

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'

PVI STA: 32+00
PVI ELEV: 51.80'
K: 247.71
LVC: 250.00'
HIGH PT. STA: 33+19.61
HIGH PT ELEV: 51.77'
BVCS: 30+75
BVCE: 50.57'
EVCS: 33+25
EVCE: 51.77'

60' 56' 52' 48' 45'

NEW 22.0 LF of 18 in RCP w/ 4:1 SD MES (x2) L
NEW 70.0 LF of 18 in RCP w/ 4:1 SD MES (x2) R
NEW 22.0 LF of 18 in RCP w/ 4:1 SD MES (x2) R

L DITCH +06.2 48.57'
L DITCH +00 48.55'
L DITCH +41.5 48.71'
R DITCH +52.3 47.75'
L DITCH +37 50.00'
R DITCH +52.7 49.15'
L DITCH +74.3 50.00'
R DITCH +98.6 49.47'
R DITCH +10.1 50.00'
R DITCH +75 50.00'
L DITCH +46.5 50.00'
380.54' @ -0.02%
L DITCH +14.5 50.00'
L DITCH +95.9 50.00'
L&R DITCH +57.8 50.00'
R DITCH +53.3 50.00'
L&R DITCH +25 50.00'
NORTH ELLISON RD FINISH GRADE ℄
EXISTING GRADE ℄

50.34' 50.80' 50.53' 51.01' 50.72' 51.19' 50.91' 51.35' 51.02' 51.48' 51.10' 51.59' 51.19' 51.68' 51.23' 51.73' 51.26' 51.77' 51.29' 51.77' 51.33' 51.77' 51.37' 51.76' 51.39' 51.76' 51.42' 51.75' 51.45' 51.75' 51.43' 51.74' 51.41' 51.73' 51.38' 51.73' 51.35' 51.72' 51.35' 51.72' 51.36' 51.71' 51.37' 51.71'

31+00 31+50 32+00 32+50 33+00 33+50 34+00 34+50 35+00 35+50 36+00 36+25

SCALE:
HOR: 1"=50'
VER: 1"=5'

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PROJECT NO. 2013-004-ENG
SHEET NO. 19
SHEET 19 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/8/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" VERIFY SCALE

PROFESSIONAL ENGINEER KENNETH R. DUDLEY 58014

REVISION
DATE
PLOT DATE 5/8/2020 3:46 PM
FILE NAME PP - (1)

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JOHN M SR & ELIZABETH O FULLER
PARCEL NO. 07560-000

NORMAN
54-100

WILLIAM S LILLIOTT JR
PARCEL NO. 07541-100

HOYT K RAGANS
PARCEL NO. 07451-000

PINE ST

ROW (66 FT)

+95
61.4' L

RP
+45
61.00' L

+14.5
61.6' L

RP
+54.67
51.00' L

+45.2
15.0' L

PI: 37+05.50

N00° 01' 57.74"E
536.24'

PROPOSED
WIDENING

NEW 22.0 LF of 18 in RCP @ 0.19%
NEW 4:1 SD MES - 18 in @ 26.0' L

RELOCATE
MAILBOX

+33.3
15.0' L

+53.3
15.0' L

PC: 42+41.74

15" Water Oak
20" Palm
30" Live Oak
24" LIVE OAK
18" LIVE OAK
10" CHERRY
30" LIVE OAK

ROW (50 FT)
ROW (80 FT)
10 FT LTA
6 FT SHOULDER
8 FT SHOULDER
R50'
R30'
PI
PT
LOD
EX EOP
11'
14' CZ

36+00
37+00
11+38
38+00
39+00
40+00
41+00
42+00
10+00
11+00

41+56.58
L: -2.00%
R: -2.00%
41+93.08
L: 0.00%
R: -2.00%
42+29.58
L: 2.00%
R: -2.00%
42+66.08
L: 4.00%
R: -4.00%

20" Palm
SHRUB
15" PINE
20" PINE
10" WATER OAK
18" WATER OAK
30" WATER OAK
22" WATER OAK

RP
+63.34
41.00' R

+41.7
15.0' R

+93.34
41.16' R

+13.18
41.15' R

RP
+42.68
41.00' R

+17.1
15.0' R

+37.1
15.0' R

+88.7
15.0' R

+08.7
15.0' R

CHRISTINA & GORDON HW BROWN
PARCEL NO. 07533-000

REMOVE 41.1 LF 18 in CMP
NEW 22.0 LF of 18 in RCP @ 0.19%
NEW 4:1 SD MES - 18 in @ 26.0' R

REMOVE 24.3 LF of 18 in CMP @ 1.00%

JOHNATHAN D & BROOKE G ROSE
PARCEL NO. 07543-050

07543-000

HOLLEY DRIVE

ROW (40 FT)

MIL - 5
STA: 36+24.97

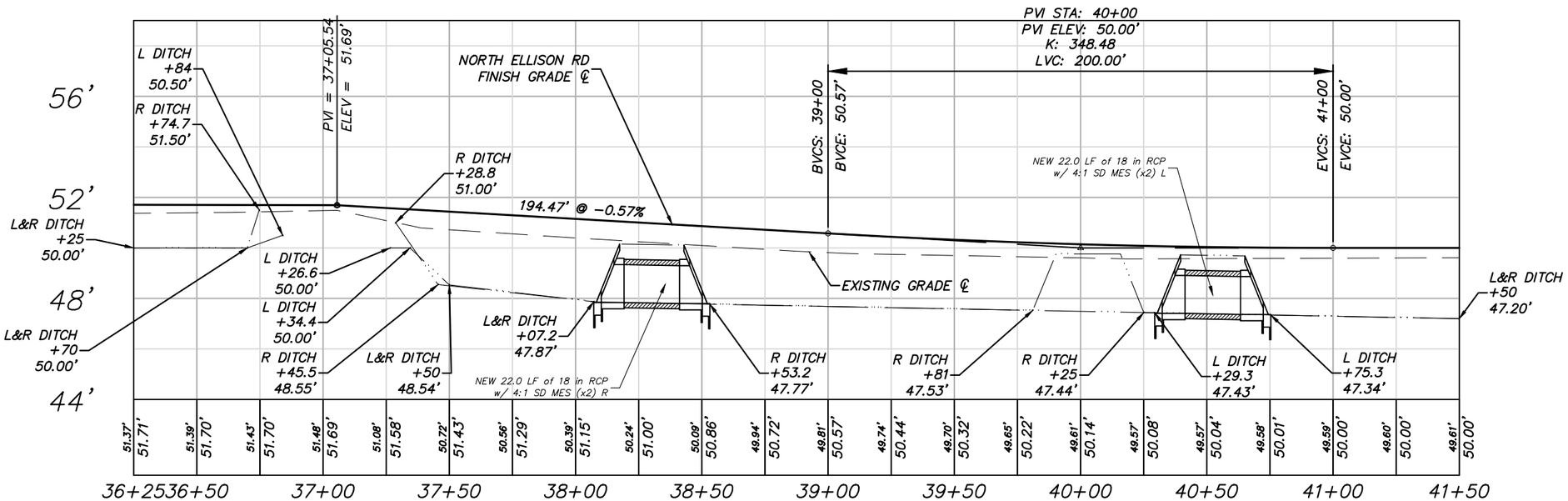
11+31

MARILYN J & LUTHER S TURNER
PARCEL NO. 07533-100
PI STA=43+14.19

N
W
E
S

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'



SCALE:
HOR: 1"=50'
VER: 1"=5'

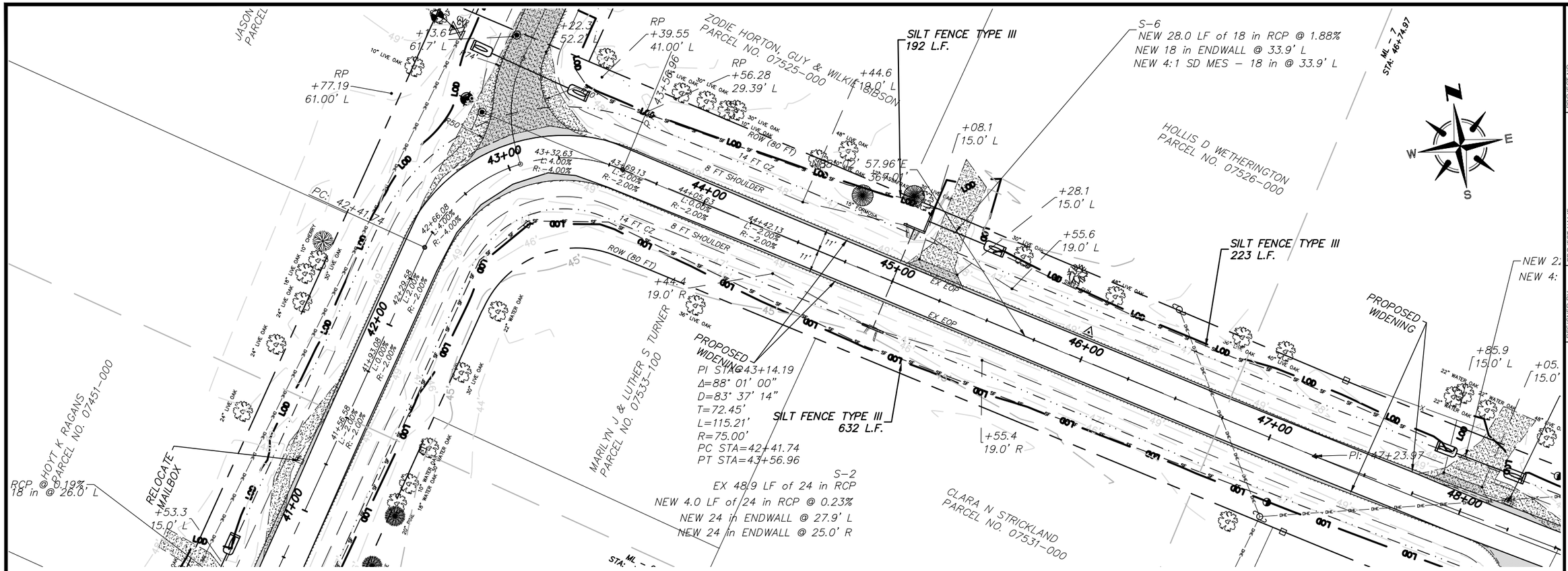
TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO. 2013-004-ENG
SHEET NO. 20
SHEET 20 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/8/20
DESIGNED BY KRD
DRAWN BY BOB
CHECKED BY KRD
APPROVED BY BOCC
1" VERIFY SCALE

REVISION
DATE
FILE NAME PP - (1)
PLOT DATE 5/8/2020 3:46 PM

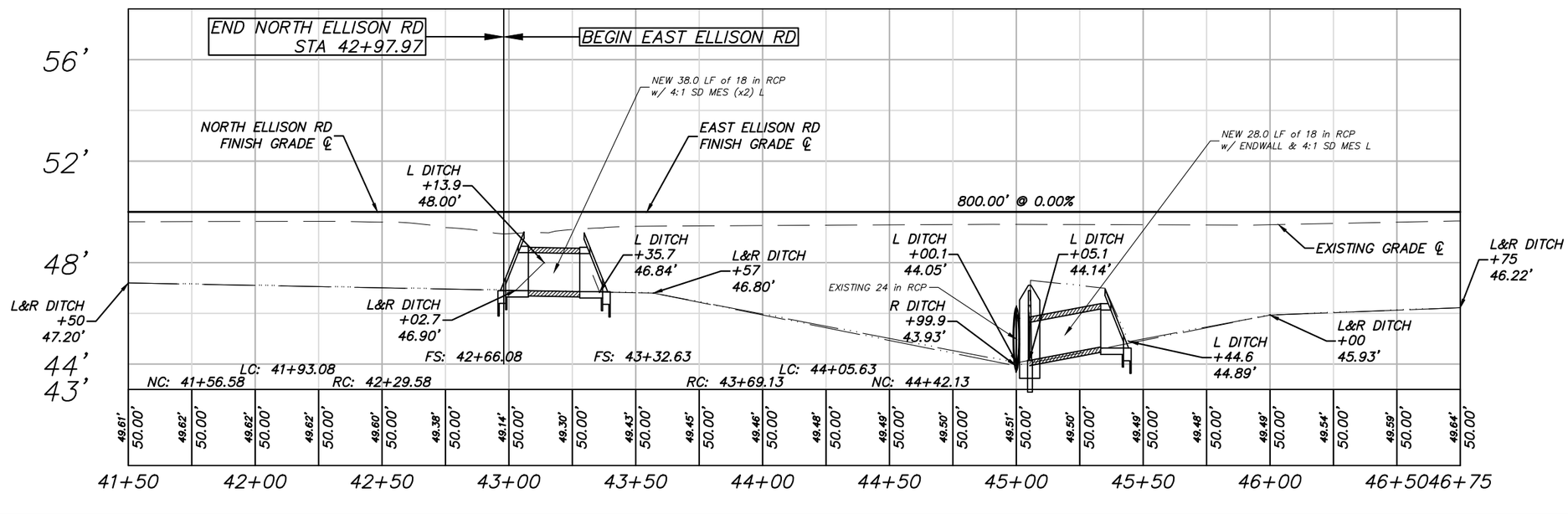
KENNETH R. DUDLEY
SEAL
58014

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NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'



SCALE:
HOR: 1"=50'
VER: 1"=5'

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
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PROJECT NO.	2013-004-ENG
PROJECT NAME	ELLISON ROAD
SHEET TITLE	PLAN & PROFILE
SHEET NO.	21
SHEET	21 OF 119
SCALE	1" = 50'
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
DATE	5/8/20
APPROVED BY	BOCC

1" 0 VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

DATE	REVISION

PLOT DATE 5/8/2020 3:47 PM
FILE NAME PP - (1)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.

HOLLIS D WETHERINGTON
PARCEL NO. 07526-000

NEW 22.0 LF of 18 in RCP @ 0.39%
NEW 4:1 SD MES - 18 in @ 26.0' L

NEW 22.0 LF of 18 in RCP @ 0.64%
NEW 4:1 SD MES - 18 in @ 26.0' L

REMOVE 24.6 LF 18 in CMP
NEW 22.0 LF of 18 in RCP @ 0.64%
NEW 4:1 SD MES - 18 in @ 26.0' L

MICHAEL E GREGORY
PARCEL NO. 07539-000

JANET S DICE
PARCEL NO. 07532-000

REMOVE 30.6 LF OF 18 in CPP
NEW 22.0 LF of 18 in RCP @ 0.64%
NEW 4:1 SD MES - 18 in @ 26.0' L

NEW 22.0 L
NEW 4:1 SD

ML - 8
STA: 51+99.9

SILT FENCE TYPE III
223 L.F.

PROPOSED
WIDENING

RELOCATE
MAILBOX(ES)

+28.1
15.0' L

+55.6
19.0' L

+85.9
15.0' L

+05.9
15.0' L

+05.5
15.0' L

+25.5
15.0' L

+01.9
30.0' L

+15
30.0' L

+12.2
15.0' L

+94.7
15.0' L

+47.8
15.0' L

+49.7
30.0' L

+61.6
30.0' L

+63.9
15.0' L

+12
15.0' L

+32
15.0' L

+46.6
15.0' L

+66.6
15.0' L

TBM NAIL PP
ELEV. 52.96'

ROW (80 FT)

14 FT CZ

8 FT SHOULDER

EX EOP

46+00 47+00 48+00 49+00 50+00 51+00 52+00 53+00

PI: 47+23.97

PC: 52+58.34

10+00

11+00

11+05

HOLLEY DRIVE

ROW (40 FT)

R30'

RP
+08.42
41.00' R

+38.3
44.0' R

+56.2
45.7' R

RP
+86.81
41.00' R

24" WATER OAK

12" WATER OAK

UNDER GROUND GAS LINE
NOT LOCATED

RELOCATE
MAILBOX

RELOCATE
MAILBOX

RELOCATE
MAILBOX

N86° 23' 32.38"E
534.37'

SAW CUT & REMOVE
REPLACE CONCRETE, 66 SY

+55.4
TYPE III 19.0' R

CLARA N STRICKLAND
PARCEL NO. 07531-000
f 24 in RCP
of 24 in RCP @ 0.23%
ENDWALL @ 27.9' L
ENDWALL @ 25.0' R

ML - 7
STA: 46+74.97

EX 40.50 LF of 18 in CPP @ -0.05%
NEW 4:1 SD MES - 18 in @ 28.1' R
NEW 4:1 SD MES - 18 in @ 28.5' R
105.50'

THELMA RAGANS, DAVID
& MARY N DRIGGERS
PARCEL NO.
07527-000

RICKY LYNN JR & APRIL DICE
PARCEL NO. 07528-100

RE
NEW 22.0 L
NEW 4:1 SD

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'

PVI STA: 49+75
PVI ELEV: 50.00'
K: 230.26
LVC: 150.00'

BVCS: 49+00
BVCE: 50.00'

EVCS: 50+50
EVCE: 50.49'

56'
52'
48'
44'

EAST ELLISON RD
FINISH GRADE ℄

EXISTING GRADE ℄

EXISTING 18 in CPP 28.1' R
@ HOLLEY DR

NEW 22.0 LF of 18 in RCP
w/ 4:1 SD MES (x2) L

L&R DITCH
+75
46.22'

L DITCH
+78
46.62'

R DITCH
+14.3
46.77'

L DITCH
+24
46.77'

R DITCH
+67.8
45.71'

R DITCH
+78.8
46.79'

L DITCH
+93.1
46.90'

L DITCH
+82.4
47.47'

L DITCH
+39
47.19'

L DITCH
+28.3
47.76'

L DITCH
+34.4
47.80'

L DITCH
+80.3
48.09'

L DITCH
+99
48.21'

L DITCH
+44.9
48.51'

L&R DITCH
+00
48.86'

49.64' 50.00' 49.66' 50.00' 49.68' 50.00' 49.72' 50.00' 49.75' 50.00' 49.70' 50.00' 49.65' 50.00' 49.61' 50.00' 49.60' 50.00' 49.63' 50.00' 49.65' 50.01' 49.70' 50.05' 49.74' 50.12' 49.78' 50.22' 49.82' 50.34' 49.90' 50.49' 50.05' 50.65' 50.20' 50.81' 50.34' 50.98' 50.50' 51.14' 50.66' 51.30' 50.81' 51.47'

46+75 47+00 47+50 48+00 48+50 49+00 49+50 50+00 50+50 51+00 51+50 52+00

SCALE:
HOR: 1"=50'
VER: 1"=5'

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

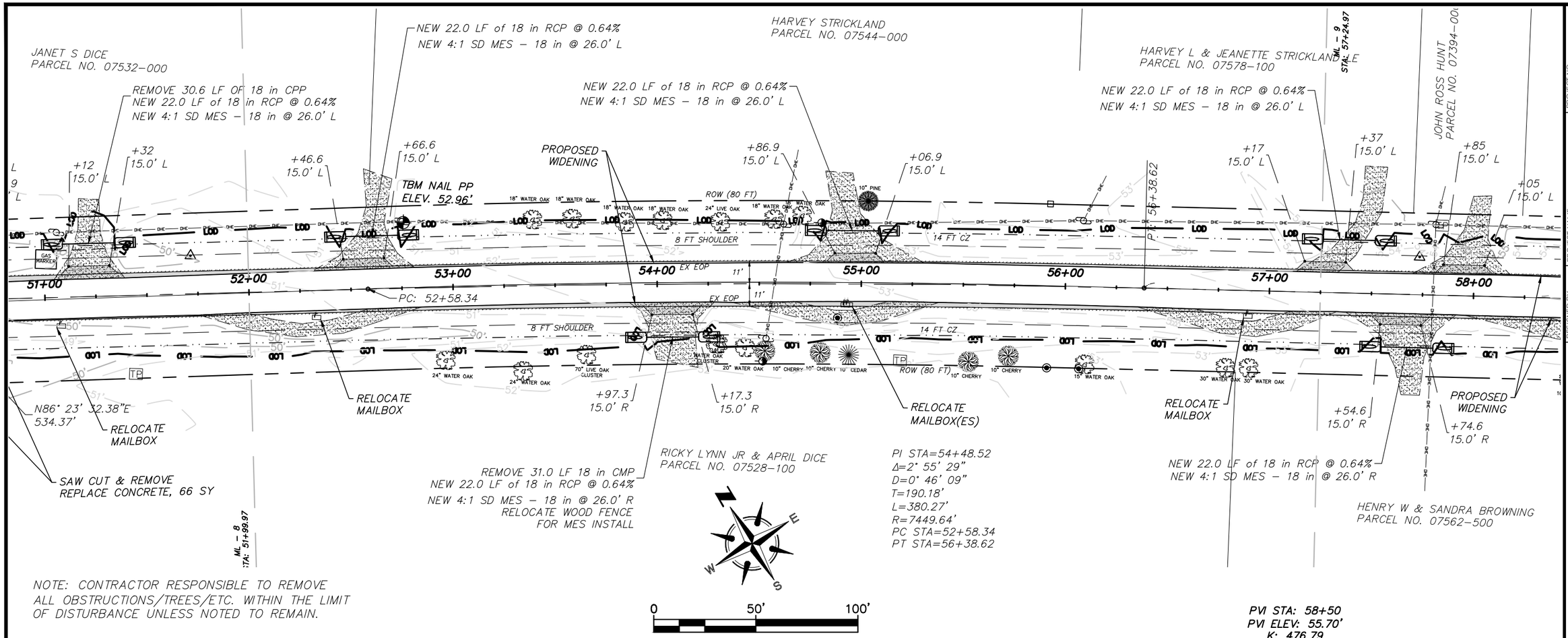
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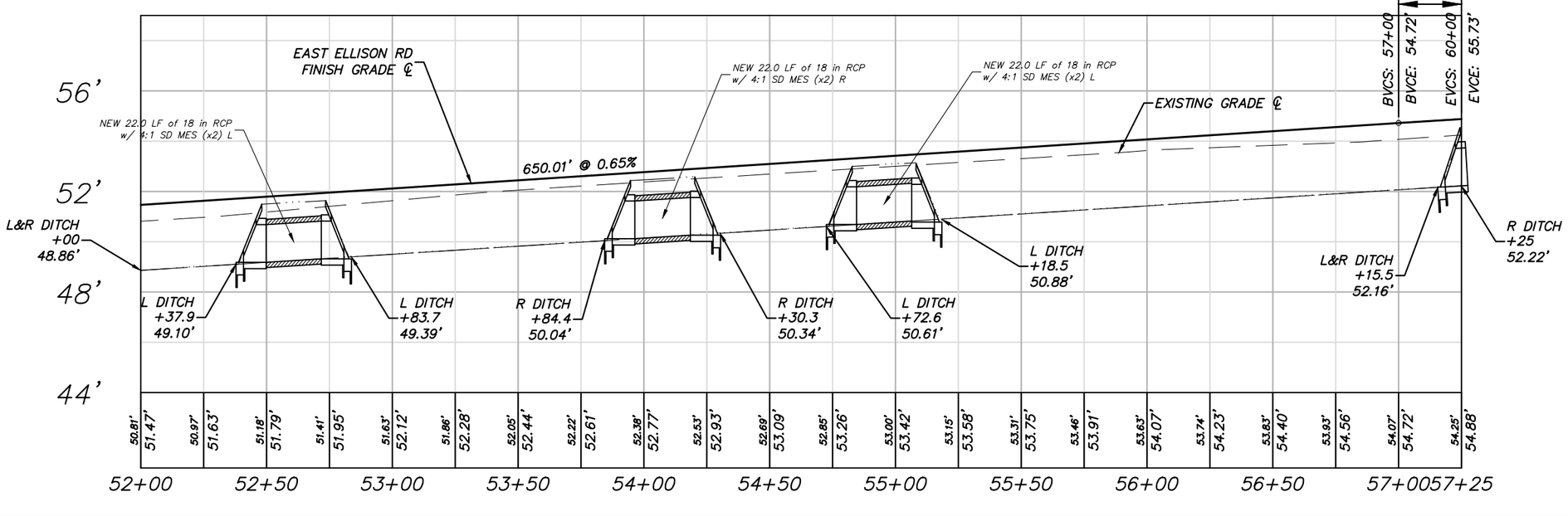
PROJECT NO. 2013-004-ENG
SHEET NO. 22
SHEET 22 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/8/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
FILE NAME PP - (1)
PLOT DATE 5/8/2020 3:47 PM

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SCALE:
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PROJECT NO. 2013-004-ENG
SHEET NO. 23
SHEET 23 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/8/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" 0 VERIFY SCALE

NEV
SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
PLOT DATE 5/8/2020 3:47 PM
FILE NAME PP - (1)

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HARVEY L & JEANETTE STRICKLAND LE
PARCEL NO. 07578-100

NEW 22.0 LF of 18 in RCP @ 0.64%
NEW 4:1 SD MES – 18 in @ 26.0' L

JOHN ROSS HUNT
PARCEL NO. 07394-0

MAZELLE ROSS
PARCEL NO. 07578-000

REMOVE 24.9 LF 18 in CMP
NEW 22.0 LF of 18 in RCP @ 0.38%
NEW 4:1 SD MES – 18 in @ 26.0' L

LARRY D & KATHY SIMMONS
PARCEL NO. 07570-000

ML – 10
STA: 62+49.97

LUTH
PARC

NEW 22.0 LF of 18
NEW 4:1 SD MES –

SAW CUT
REPLACE ASPHA

SILT FENCE TYPE III
68 LF

+44
19.0' L

TBM NAIL PP
ELEV. 52.51'

ROW (80 FT)

+17
15.0' L

+37
15.0' L

+85
15.0' L

+05
15.0' L

+11
15.0' L

+31
15.0' L

+65.1
15.0' L

+85.1
15.0' L

REMOVE TREES
WITHIN CLEAR ZONE

RELOCATE
MAILBOX

PI STA: 56+38.62

10" DOGWOOD
20" PALM
18" LIVE OAK
12" PALM
GAS MARKER

8 FT SHOULDER
14 FT CZ
EX EOP
11'

57+00 58+00 59+00 60+00 61+00 62+00 63+00

30" WATER OAK
30" WATER OAK
10" WATER OAK
15" WATER OAK
15" PINE
15" CHERRY
15" FORMOSA

RELOCATE
MAILBOX

+54.6
15.0' R

+74.6
15.0' R

PROPOSED
WIDENING

RELOCATE
MAILBOX(ES)

+95
15.0' R

+15
15.0' R

+84.4
15.0' R

+04.4
15.0' R

+01
15.0' R

+21
15.0' R

PROPOSED
WIDENING

+44.1
19.0' R

SILT FENCE TYPE III
349 LF

S-3
EX 53.7 LF of 24 in RCP @ 2.40%
NEW 2.0 LF of 24 in RCP @ 2.40%
NEW 24 in ENDWALL @ 26.2' L
NEW 24 in ENDWALL @ 29.5' R

SANDRA L GARRETT
PARCEL NO. 07572-100

NEW 22.0 LF of 18 in RCP @ 0.64%
NEW 4:1 SD MES – 18 in @ 26.0' R

HENRY W & SANDRA BROWNING
PARCEL NO. 07562-500

ML – 9
STA: 57+24.97

KAY ROGERS
PARCEL NO. 07576-000

NEW 22.0 LF of 18 in RCP @ 0.38%
NEW 4:1 SD MES – 18 in @ 26.0' R

NEW 22.0 LF of 18 in RCP @ 0.38%
NEW 4:1 SD MES – 18 in @ 26.0' R

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'

PVI STA: 58+50
PVI ELEV: 55.70'
K: 476.79
LVC: 300.00'

BVCS: 57+00
BVCE: 54.72'
EVCS: 60+00
EVCE: 55.73'

EXISTING GRADE ℄
EAST ELLISON RD
FINISH GRADE ℄

NEW 22.0 LF of 18 in RCP w/ 4:1 SD MES (x2) L
NEW 22.0 LF of 18 in RCP w/ 4:1 SD MES (x2) R

R DITCH +25 52.23'
R DITCH +44.9 52.35'
L DITCH +61.5 52.46'
L DITCH +75.5 52.55'
R DITCH +90.9 52.65'
L&R DITCH +19.5 52.83'
L&R DITCH +86.5 53.26'
L DITCH +02.5 53.20'
R DITCH +30.5 53.09'
L DITCH +46.5 53.03'
R DITCH +69.9 52.94'
R DITCH +15.8 52.77'
L DITCH +62.6 52.59'
R DITCH +89.6 52.48'
L DITCH +08.6 52.41'
R DITCH +35.5 52.31'
L&R DITCH +50 51.87'

60' 56' 52' 48' 45'

54.25' 54.88' 54.42' 55.02' 54.59' 55.15' 54.76' 55.27' 54.93' 55.37' 55.02' 55.46' 55.03' 55.54' 55.05' 55.61' 55.10' 55.66' 55.15' 55.70' 55.23' 55.72' 55.34' 55.73' 55.38' 55.74' 55.38' 55.74' 55.38' 55.75' 55.38' 55.76' 55.38' 55.76' 55.37' 55.77' 55.39' 55.77' 55.40' 55.78' 55.42' 55.78' 55.39' 55.79'

57+25 57+50 58+00 58+50 59+00 59+50 60+00 60+50 61+00 61+50 62+00 62+50

SCALE:
HOR: 1"=50'
VER: 1"=5'

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PROJECT NO. 2013-004-ENG
SHEET NO. 24
SHEET 24 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/8/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" VERIFY SCALE 0

SEAL KENNETH R. DUDLEY 58014

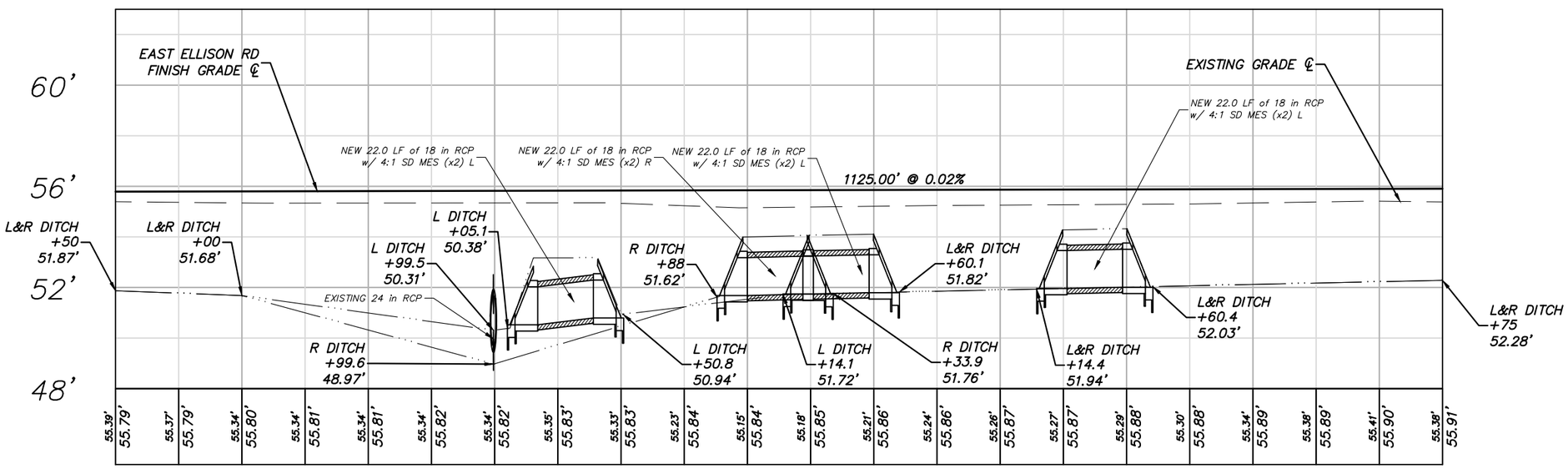
DATE REVISION
PLOT DATE 5/8/2020 3:48 PM
FILE NAME PP - (1)

ML – 11
STA: 67+74.97

ML – 10
STA: 62+49.97

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'

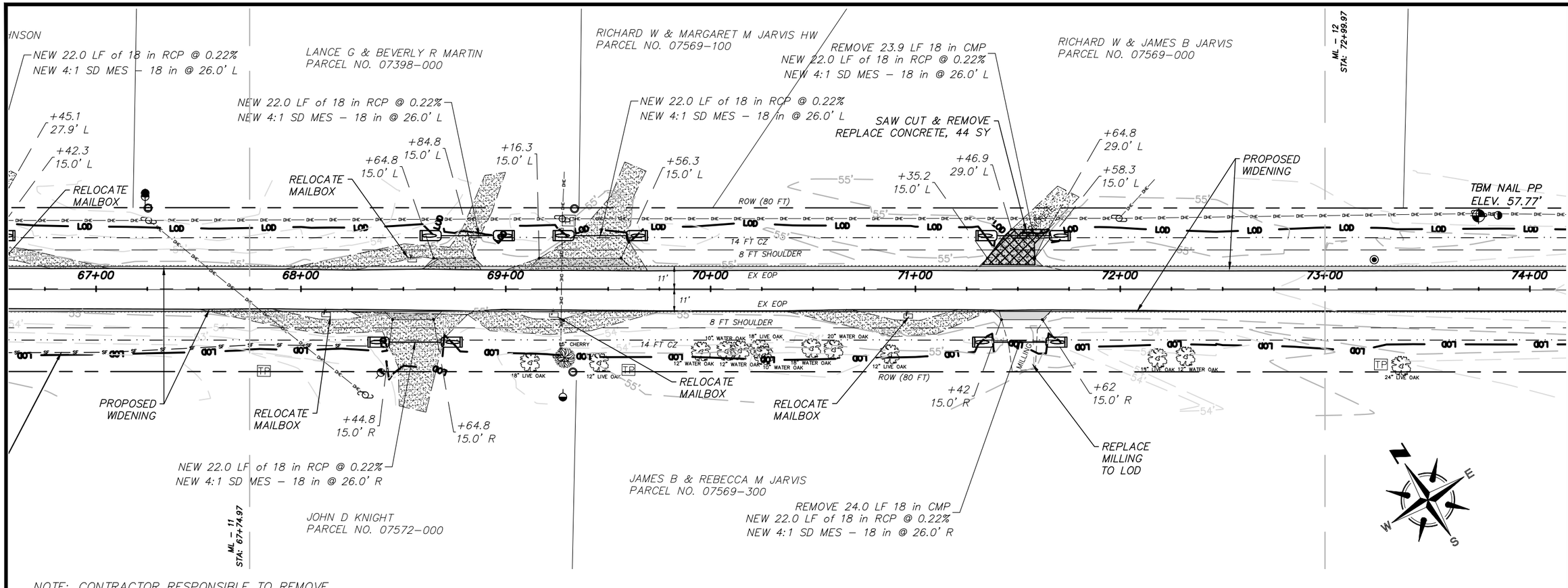


SCALE:
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VER: 1"=5'

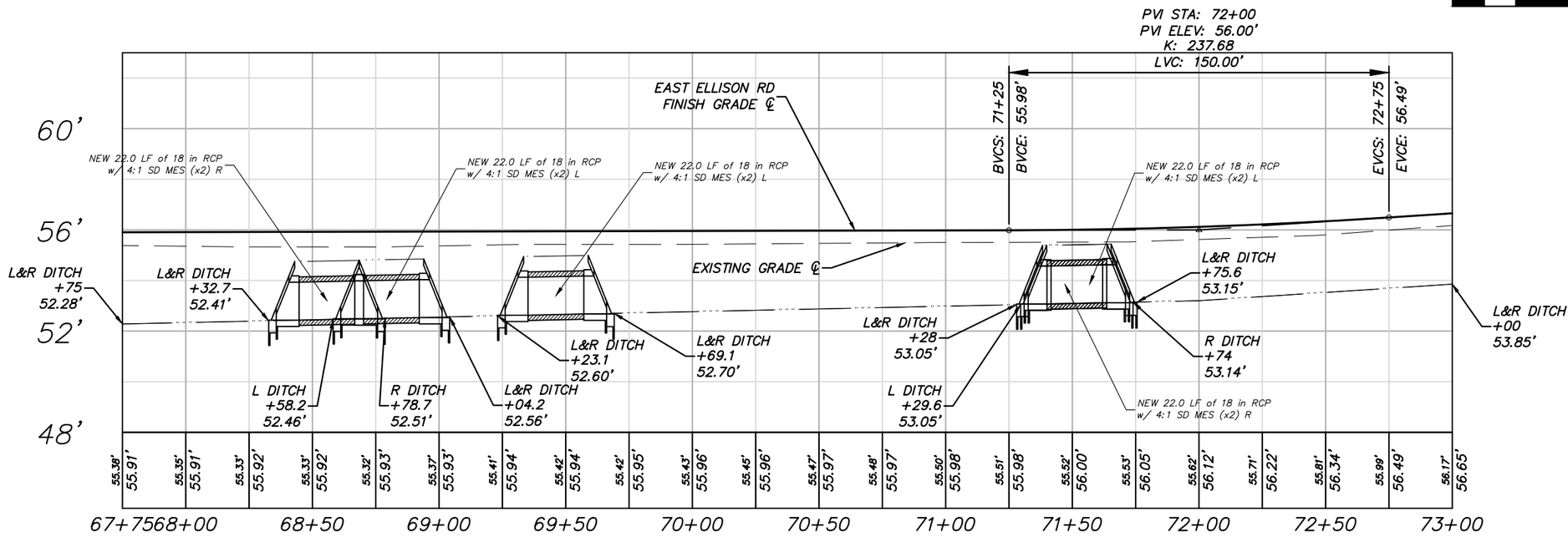
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PROJECT NO. 2013-004-ENG
SHEET NO. 25
SHEET 25 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/7/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" VERIFY SCALE
SEAL KENNETH R. DUDLEY 58014
REVISION
DATE
PLOT DATE 5/8/2020 3:55 PM
FILE NAME PP - (2)

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SCALE:
HOR: 1"=50'
VER: 1"=5'

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PROJECT NO. 2013-004-ENG
SHEET NO. 26
SHEET 26 OF 119
PROJECT NAME: ELLISON ROAD
SHEET TITLE: PLAN & PROFILE
SCALE: 1" = 50'
DATE: 5/7/20
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC
1" VERIFY SCALE 0

SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
PLOT DATE: 5/8/2020 3:55 PM
FILE NAME: PP - (2)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15–23.004, F.A.C.

ARD W & JAMES B JARVIS
CEL NO. 07569-000

KATHRYN J & BRIAN A CURRY
PARCEL NO. 07569-150

REUSE EX 30.0 LF of 18 in CMP @ 0.65%
NEW 4:1 SD MES 18 in @ 26.0' L

APPROX. LOCATION
ADJUST TO MATCH ACTUAL
+65
15.0' L

REPLACE
MILLING
TO LOD

+85
15.0' L

PROPOSED
WIDENING

ML - 13
STA: 78+24.97

REMOVE 26 LF
of 18 in CMP

APPR
ADJUST TO M

+19.1
15.0' L

+39.1
15.0' L

RELOCATE
MAILBOX

+64.8
29.0' L

+58.3
15.0' L

PROPOSED
WIDENING

TBM NAIL PP
ELEV. 57.77'

ROW (80 FT)

MILLING

LOD

14 FT CZ

8 FT SHOULDER

72+00 73+00 74+00 75+00 76+00 77+00 78+00 79+00

11'

EX EOP

N89° 19' 01.38"E
3961.38'

11'

EX EOP

8 FT SHOULDER

14 FT CZ

ROW (80 FT)

15" LIVE OAK 12" WATER OAK

24" LIVE OAK

TP

+62
15.0' R

REPLACE
MILLING
TO LOD

RELOCATE
MAILBOX

+26.6
15.0' R

+46.6
15.0' R

+56.2
15.0' R

RELOCATE
MAILBOX(ES)

ML - 12
STA: 72+99.97

JAMES B & REBECCA M JARVIS
PARCEL NO. 07569-300

N W E S

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'

64'
60'
56'
52'
50'

EAST ELLISON RD
FINISH GRADE ℄

RELOCATED/REUSED
EX 30.00 LF of 18 in CMP
@ -0.65%

575.01' @ 0.65%

EXISTING GRADE ℄

L&R DITCH
+00
53.86'

L&R DITCH
+50.4
55.49'

L&R DITCH
+04.4
55.85'

L&R DITCH
+13.1
57.21'

R DITCH
+20.9
57.27'

56.17' 56.65' 56.35' 56.82' 56.54' 56.98' 56.72' 57.14' 56.90' 57.31' 57.08' 57.47' 57.22' 57.63' 57.36' 57.80' 57.50' 57.96' 57.65' 58.12' 57.80' 58.29' 57.95' 58.45' 58.15' 58.61' 58.35' 58.78' 58.56' 58.94' 58.75' 59.10' 58.92' 59.27' 59.08' 59.43' 59.25' 59.59' 59.38' 59.76' 59.50' 59.92' 59.61' 60.08'

73+00 73+50 74+00 74+50 75+00 75+50 76+00 76+50 77+00 77+50 78+00 78+25

SCALE:
HOR: 1"=50'
VER: 1"=5'

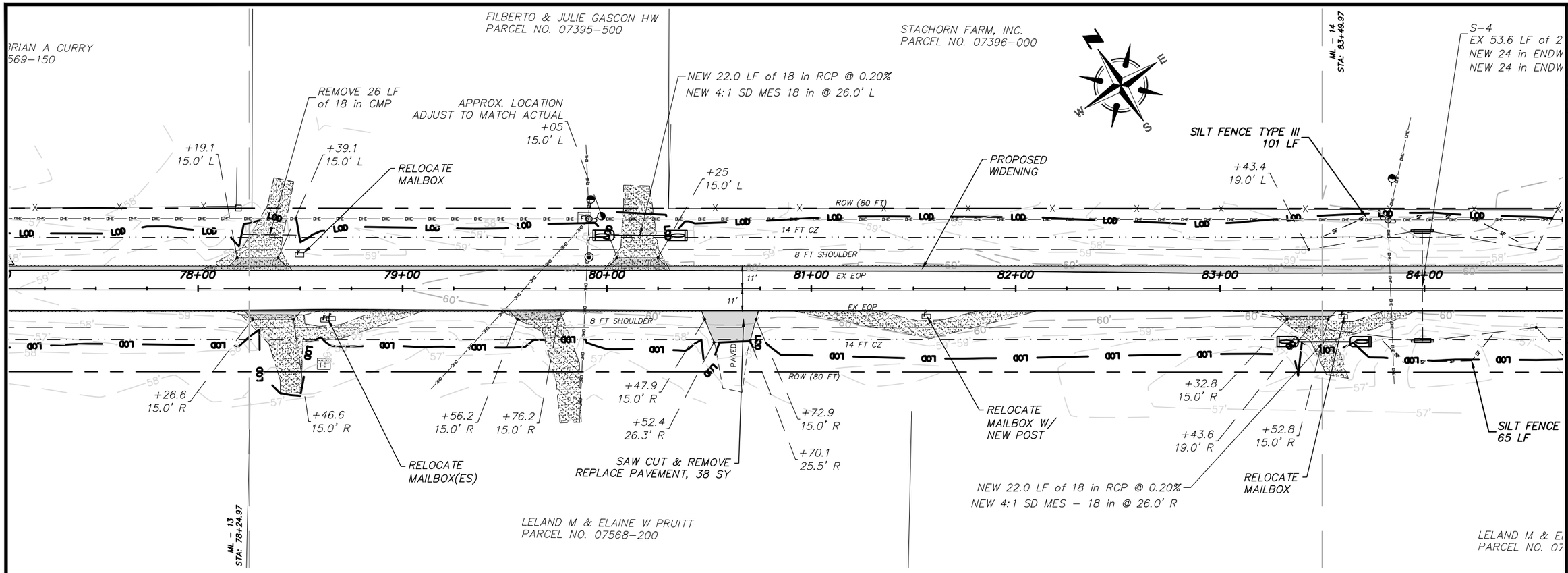
PROJECT NO. 2013-004-ENG
SHEET NO. 27
SHEET 27 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/7/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" 0 VERIFY SCALE

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PROFESSIONAL ENGINEER
KENNETH R. DUDLEY
58014

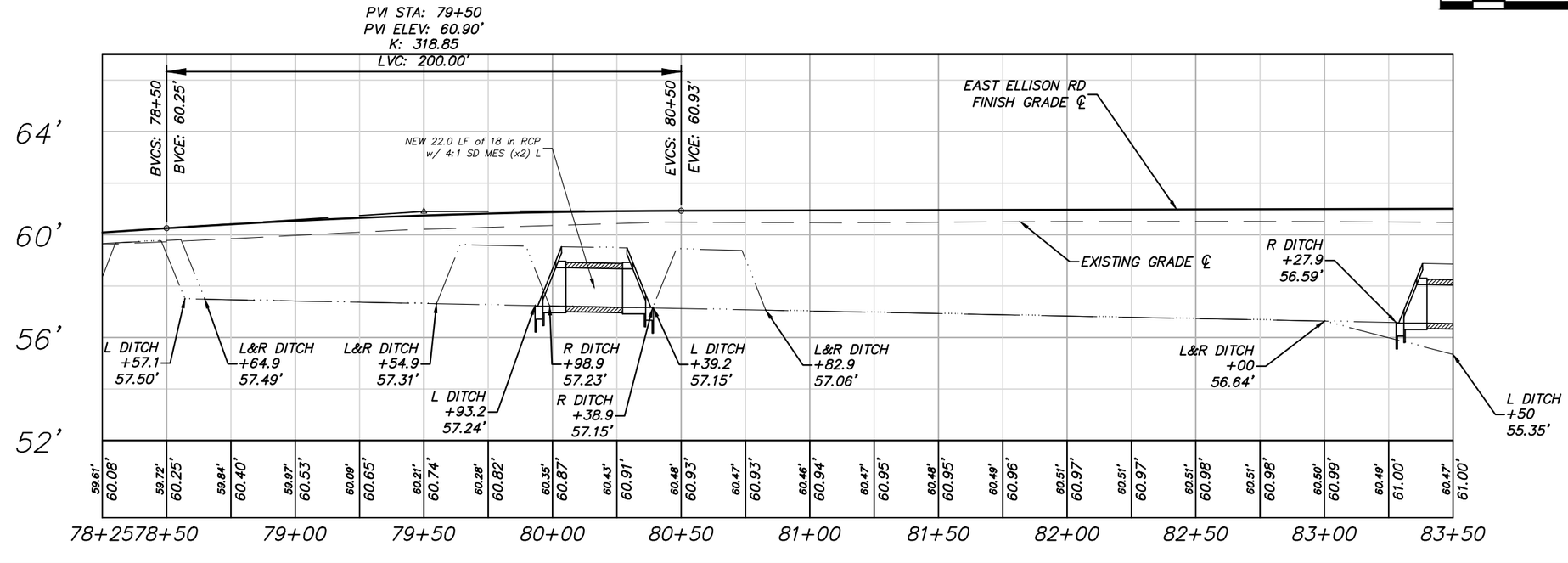
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FILE NAME PP - (2)
PLOT DATE 5/8/2020 3:56 PM

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0 50' 100'



SCALE:
HOR: 1"=50'
VER: 1"=5'

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PROJECT NO.	2013-004-ENG
SHEET NO.	28
SHEET	28 OF 119
PROJECT NAME	ELLISON ROAD
SHEET TITLE	PLAN & PROFILE
SCALE	1" = 50'
DATE	5/7/20
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC
SEAL	KENNETH R. DUDLEY 58014
REVISION	
DATE	
FILE NAME	PP - (2)
PLOT DATE	5/8/2020 3:56 PM

1" 0 VERIFY SCALE

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S-4
EX 53.6 LF of 24 in RCP @ 2.03%
NEW 24 in ENDWALL @ 28.0' L
NEW 24 in ENDWALL @ 25.5' R

STAGHORN FARM, INC.
PARCEL NO. 07396-000

STAGHORN FARM, INC.
PARCEL NO. 07566-100

ML - 15
STA: 88+74.97

SILT FENCE TYPE III
101 LF

+43.4
19.0' L

+54.4
19.0' L

PROPOSED
WIDENING

+70.1
15.0' L

NEW 22.0 LF of 18 in RCP @ 0.03%
NEW 4:1 SD MES - 18 in @ 26.0' L

+90.1
15.0' L

RELOCATE
MAILBOX(ES)

TBM NAIL PP
ELEV. 62.07'

PROPOSED
WIDENING

+81.1
15.0' L

ROW (80 FT)
14 FT CZ
8 FT SHOULDER
EX EOP

83+00 84+00 85+00 86+00 87+00 88+00 89+00

+32.8
15.0' R

+43.6
19.0' R

+52.8
15.0' R

SILT FENCE TYPE III
65 LF

+54.6
19.0' R

+90.4
15.0' R

RELOCATE
MAILBOX W/ NEW POST

+10.4
15.0' R

+48.5
15.0' R

+68.5
15.0' R

in RCP @ 0.20%
18 in @ 26.0' R

RELOCATE
MAILBOX

NEW 22.0 LF of 18 in RCP @ 0.04%
NEW 4:1 SD MES - 18 in @ 26.0' R

NEW 22.0 LF of 18 in RCP @ 0.03%
NEW 4:1 SD MES - 18 in @ 26.0' R

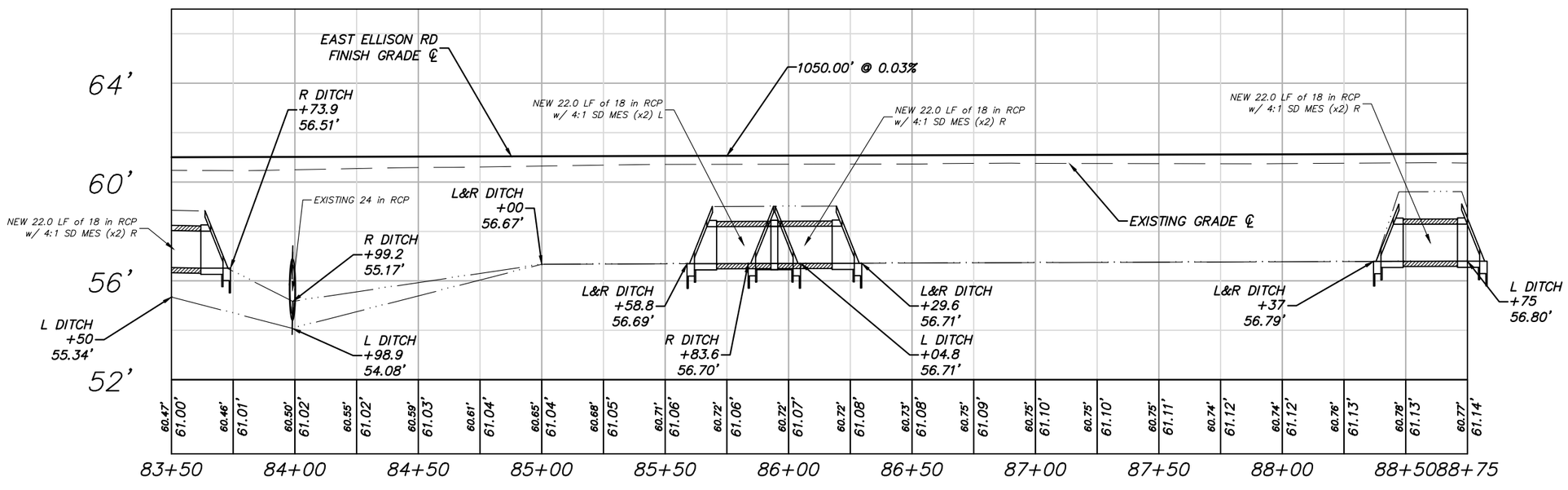
ML - 14
STA: 83+49.97

LELAND M & ELAINE W PRUITT
PARCEL NO. 07568-000

AUTRY W HOWELL TRUSTEE
PARCEL NO. 07565-000

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'



SCALE:
HOR: 1"=50'
VER: 1"=5'

PROJECT NO. 2013-004-ENG
SHEET NO. 29
SHEET 29 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/7/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION
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SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
PLOT DATE 5/8/2020 3:56 PM
FILE NAME PP - (2)

1" 0 VERIFY SCALE

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STAGHORN FARM, INC.
PARCEL NO. 07566–100

NEW 38.0 LF of 18 in RCP @ 0.03%
NEW 4:1 SD MES – 18 in @ 26.0' L

CLARA SUE PADGETT
PARCEL NO. 07567–000

ML – 16
STA: 93+99.97

NEW 22.0 LF of 18 in RCP @ 0.03%
NEW 4:1 CD MES – 18 in @ 26.0' L

TBM NAIL PP
ELEV. 62.07'

PROPOSED WIDENING

+81.1
15.0' L

+21.1
15.0' L

RELOCATE MAILBOX(ES)

+54.4
15.0' L

+74.4
15.0' L

RELOCATE MAILBOX W/ NEW POST

+23.7
19.0' L

SILT FENCE TYPE III
104 L.F.

ROW (80 FT)

14 FT CZ

10 FT CZ

8 FT SHOULDER

88+00 89+00 90+00 91+00 92+00 93+00 94+00 95+00

11' EX EOP

+48.5
15.0' R

+68.5
15.0' R

RELOCATE MAILBOX

+92
15.0' R

+12
15.0' R

+03.1
15.0' R

+23.1
15.0' R

+23.7
19.0' R

+85.6
15.0' R

LF of 18 in RCP @ 0.03%
SD MES – 18 in @ 26.0' R

NEW 22.0 LF of 18 in RCP @ 0.03%
NEW 4:1 SD MES – 18 in @ 26.0' R

PROPOSED WIDENING

REMOVE 23.9 LF OF 18 in CMP
NEW 22.0 LF of 18 in RCP @ 0.03%
NEW 4:1 SD MES – 18 in @ 26.0' R

SILT FENCE TYPE III
61 L.F.

GEORGE W TAYLOR
PARCEL NO. 07564–

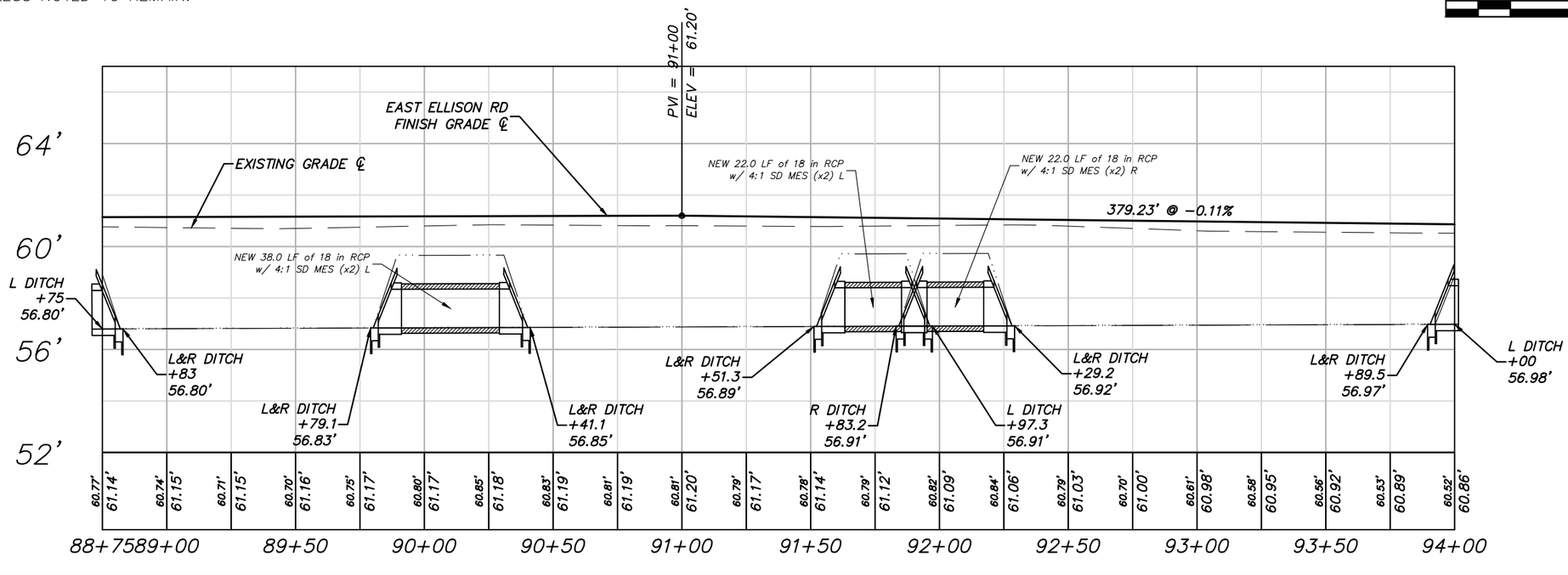
AUTRY W HOWELL TRUSTEE
PARCEL NO. 07565–000

ML – 15
STA: 88+74.97

MARY NINA TAYLOR
PARCEL NO. 07564–000

NOTE: CONTRACTOR RESPONSIBLE TO REMOVE ALL OBSTRUCTIONS/TREES/ETC. WITHIN THE LIMIT OF DISTURBANCE UNLESS NOTED TO REMAIN.

0 50' 100'



SCALE:
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VER: 1"=5'

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

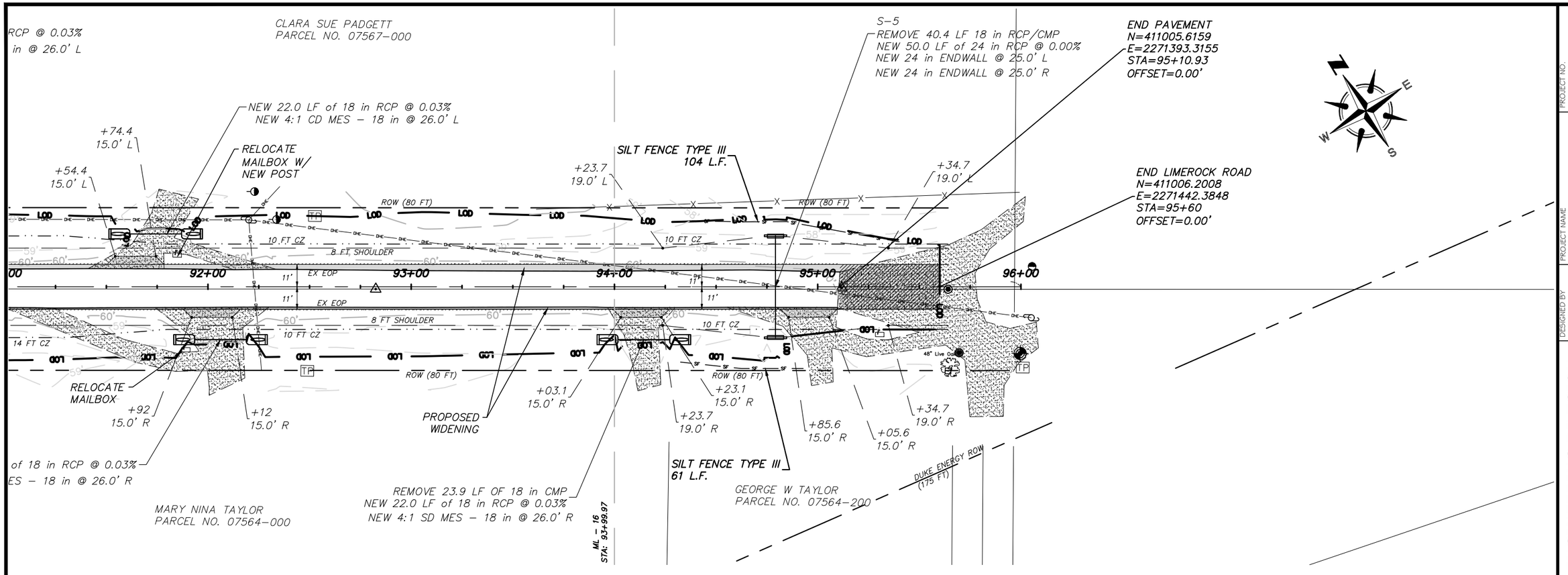
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PROJECT NO. 2013-004-ENG
SHEET NO. 30
SHEET 30 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 50'
DATE 5/7/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" VERIFY SCALE 0

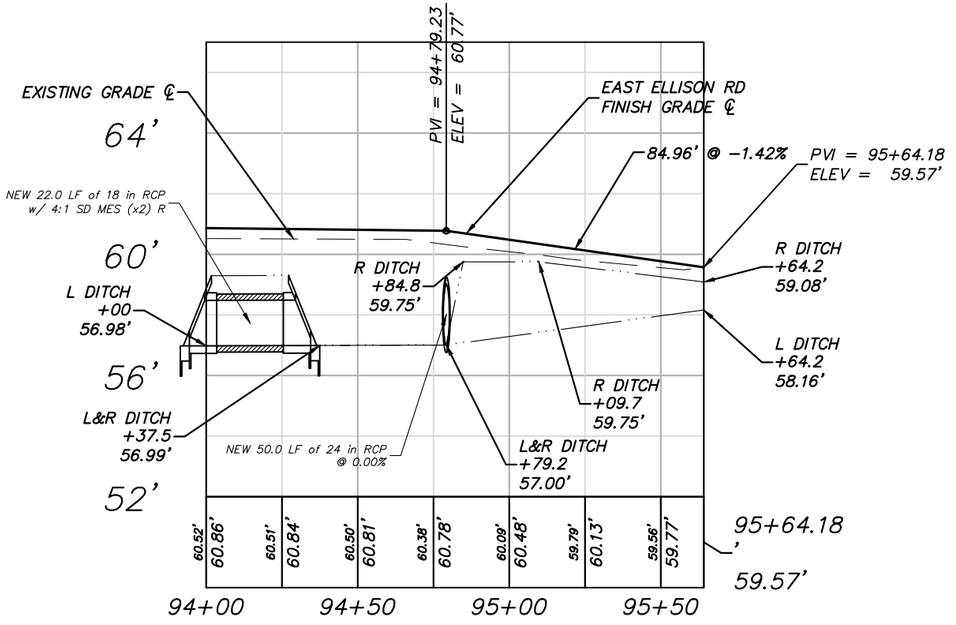
SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
FILE NAME PP - (2)
PLOT DATE 5/8/2020 3:57 PM

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SCALE:
HOR: 1"=50'
VER: 1"=5'

PROJECT NO.	2013-004-ENG
SHEET NO.	31
SHEET	31 OF 119
PROJECT NAME	ELLISON ROAD
SHEET TITLE	PLAN & PROFILE
SCALE	1" = 50'
DATE	5/7/20
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC

TAYLOR COUNTY ENGINEERING DIVISION
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E-MAIL: county.engineer@taylorcountygov.com

1" VERIFY SCALE 0

PROFESSIONAL ENGINEER
KENNETH R. DUDLEY
58014

DATE	REVISION	PLOT DATE
		5/8/2020 3:57 PM

FILE NAME PP - (2)

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STA/OFF LABELS
REFERENCE ELLISON RD
ALIGNMENT

Ellison Road; STA: 37+05.50
Pinecrest; STA: 11+48.37
N: 410287.9534
E: 2266168.4480

Ellison Road; STA: 37+02.97
Holley Drive S; STA: 10+00
N: 410285.4164
E: 2266168.4674

18" CMP
INVERT 47.88'
STA: 38+14.22
OFFSET: 22.66 R

RP
+54.67
51.00' L

RP
+42.68
41.00' R

+14.5
61.6' L

+13.18
41.15' R

+95
61.4' L

+93.34
41.16' R

RP
+45
61.00' L

RP
+63.34
41.00' R

PINECREST

HOLLEY DRIVE

PI: 37+05.50

ROW (66 FT)

ROW (40 FT)

ROW (50 FT)

8 FT SHOULDER

6 FT SHOULDER

14 FT CZ

10 FT CZ

6 FT SHOULDER

R40'

R30'

R50'

10+00

11+00

11+31

11+48

37+00

36+00

38+00

N00° 01' 57.74"E

536.24'

49'

51'

50'

55'

30" Live Oak

20" Palm

SHRUB

PT

PC

LOB

DHC

GST

GRANTEE: ROBERT & ELIZABETH O FULLER
O.R. NO. 07560-000

GRANTEE: JONATHAN D & BROOKE G ROSE
PARCEL NO. 07543-050

0 40' 80'

PINECREST ST

PVI = 10+00
ELEV = 51.38'

PVI = 11+37.37
ELEV = 51.47'

PVI = 11+48.37
ELEV = 51.69'

137.37' @ 0.07%

11.00' @ 2.00%

PINECREST ST
FINISH GRADE ℄

EXISTING GRADE ℄

56'
52'
48'
44'

10+00	10+50	11+00	11+48.37
51.38'	51.40'	51.42'	51.43'	51.45'	51.46'	51.49'
51.38'	51.40'	51.41'	51.43'	51.45'	51.46'	51.69'

HOLLEY DR (S)

PVI = 10+11
ELEV = 51.48'

PVI = 10+29.18
ELEV = 51.94'

PVI = 11+27.54
ELEV = 52.97'

11.00' @ -1.94%

98.36' @ 1.05%

18.19' @ 2.53%

PVI = 10+00
ELEV = 51.69'

HOLLEY DR (S)
FINISH GRADE ℄

EXISTING GRADE ℄

56'
52'
48'
44'

10+00	10+50	11+00	11+30.75
51.48'	51.69'	51.83'	51.83'	52.16'	52.16'	52.42'	52.42'	52.68'	52.68'	52.95'	52.95'

NOTE: SIDE ROADS TO INCLUDE SAME SHOULDER STABILIZATION AND SOD AS MAINLINE ROADWAY.

TRANSITION MAINLINE DITCH FLOWLINE AT END OF SIDEROAD IMPROVEMENT. TO MATCH EXISTING.

SCALE:
HOR: 1"=50'
VER: 1"=5'

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO.	2013-004-ENG
SHEET NO.	32
SHEET 32 OF 119	
PROJECT NAME	ELLISON ROAD PINECREST AND HOLLEY
SHEET TITLE	PLAN & PROFILE
SCALE	1" = 50'
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC
DATE	5/8/20
SEAL	KENNETH R. DUDLEY 58014
REVISION	
DATE	
PLOT DATE	5/8/2020 4:02 PM
FILE NAME	PP_SIDE RDS

1" 0 VERIFY SCALE

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JASON L HOWE LIVING TRUST
PARCEL NO. 07451–050

Ellison Road; STA: 43+05.87
Hingson Tanner Road; STA: 10+00
N: 410880.7718
E: 2266194.5677

RELOCATE GAS VALVE IF REQ'D FOR MES

PROVIDE SUFFICIENT LIMEROCK MATERIAL TO TRANSITION END OF NEW PAVEMENT (HINGSON TANNER RD STA 10+85.80) TO EXISTING GRADE 1:600 TRANSITION RATE MATCH PAVED ROADWAY WIDTH AND CROSS–SECTION

STA/OFF LABELS
REFERENCE ELLISON RD ALIGNMENT
SUPERELEVATION LINFORMATION
REFERENCES HINGSON TANNER RD ALIGNMENT

RP +77.19 61.00' L

+02.7 63.0' L @ 46.90'

+13.6 61.7' L

+60.8 0.0'

PC: 43+41.74

PC: 10+00.00

PI: 11+32.51

HINGSON/TANNER RD

10+28.35 L: 4.00% R: −4.00%
10+31.46 L: 4.00% R: −4.00%
10+63.96 L: 2.00% R: −2.00%
10+96.46 L: 0.00% R: −2.00%
11+28.96 L: −2.00% R: −2.00%

41+00 42+00 43+00 44+00 10+00 11+00 12+00 13+00 14+00

41+56.58 L: −2.00% R: −2.00%
41+93.08 L: 0.00% R: −2.00%
42+29.58 L: 2.00% R: −2.00%
42+66.08 L: 4.00% R: −4.00%
43+05.63 L: 4.00% R: −4.00%
43+69.13 L: 2.00% R: −2.00%
44+05.63 L: 0.00% R: 2.00%

6 FT SHOULDER
10 FT CZ
14 FT CZ
8 FT SHOULDER

RP +39.55 41.00' L

+22.3 52.2' L

tree line

NEW 38.0 LF of 18 in RCP @ 0.10%
NEW 4:1 SD MES 18 in @ 34.8' L

+35.7 30.5' L INVERT = 46.84'

RP +56.28 29.39'

PC: 43+56.96

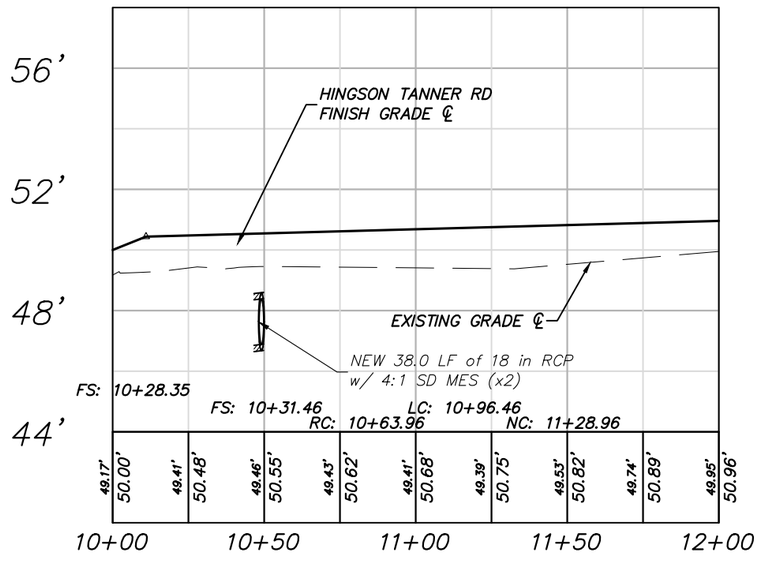
MARILYN J & LUTHER S TURNER
PARCEL NO. 07533–100

ZODIE HORTON, G
PARCEL NO. 0752

WILLIAM
PARCE

30" LIVE OAK
24" LIVE OAK
18" LIVE OAK
10" CHERRY
22" WATER OAK
18" WATER OAK
10" WATER OAK
20" PINE
15" PINE
10" CEDAR
10" LIVE OAK
48" LIVE OAK
8" CMP
RT 46.18'
40+15.22
T: 29.79 R

0 50' 100'



NOTE: SIDE ROADS TO INCLUDE SAME SHOULDER STABILIZATION AND SOD AS MAINLINE ROADWAY.

TRANSITION MAINLINE DITCH FLOWLINE AT END OF SIDEROAD IMPROVEMENT. TO MATCH EXISTING.

SCALE:
HOR: 1"=50'
VER: 1"=5'

PROJECT NO. 2013-004-ENG
SHEET NO. 33
SHEET 33 OF 119
PROJECT NAME ELLISON ROAD
SHEET TITLE HINGSON TANNER RD PLAN & PROFILE
SCALE 1" = 50'
DATE 5/8/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

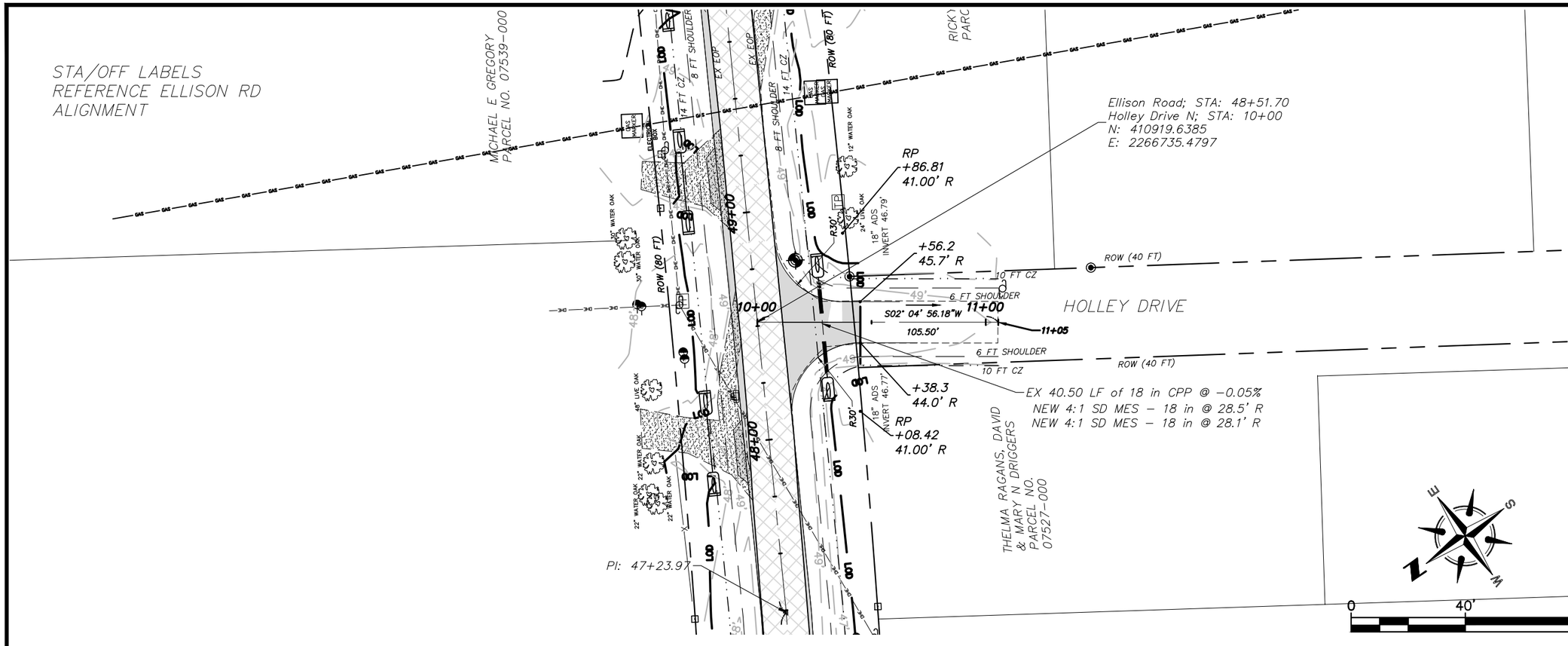
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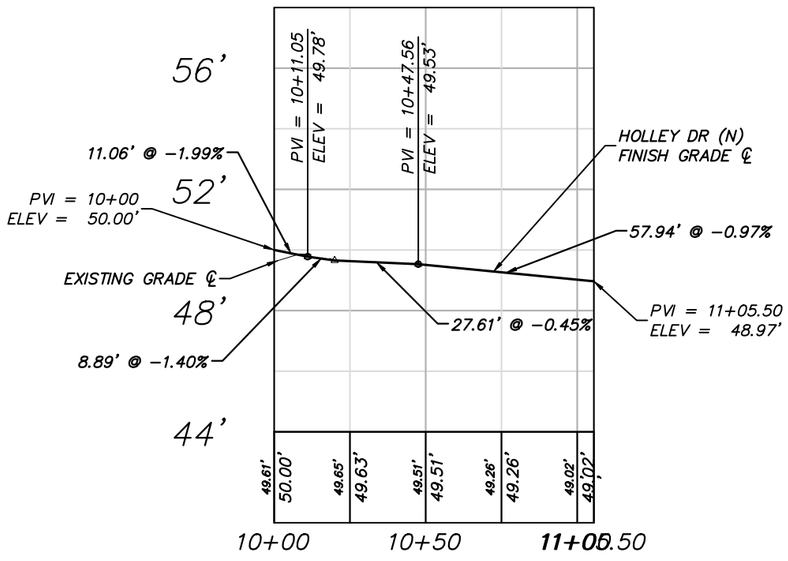
SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
FILE NAME PP_SIDE RDS
PLOT DATE 5/8/2020 4:02 PM

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STA/OFF LABELS
REFERENCE ELLISON RD
ALIGNMENT





NOTE: SIDE ROADS TO INCLUDE SAME SHOULDER STABILIZATION AND SOD AS MAINLINE ROADWAY.

TRANSITION MAINLINE DITCH FLOWLINE AT END OF SIDEROAD IMPROVEMENT. TO MATCH EXISTING.

SCALE:
HOR: 1"=50'
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TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO. 2013-004-ENG
SHEET NO. 34
SHEET 34 OF 119

PROJECT NAME: ELLISON ROAD
SHEET TITLE: HOLLEY DR N PLAN & PROFILE
SCALE: 1" = 50'
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
DATE: 5/8/20
APPROVED BY: BOCC

1" VERIFY SCALE 0

REVISION
DATE
FILE NAME: PP_SIDE RDS
PLOT DATE: 5/8/2020 4:02 PM

KENNETH R. DUDLEY
SEAL
58014

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20

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE ADVERTISING FOR THE PROPOSED IMPROVEMENT OF HINGSON TANNER ROAD AND ELLISON FRITH ROAD UNDER THE SECONDARY ROAD IMPROVEMENT PROGRAM.
MEETING DATE REQUESTED:	June 1, 2020

Statement of Issue: Under the direction of the Board, a plans and specifications package was preapred for the improvement of Hingson Tanner Road and Ellison Frith Road under the County Secondary Road Improvement Program. 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 scope of work to be received on July 2, 2020, and opened July 6, 2020. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact: FISCAL YR 2019/20 - $389,300 (0308-56307) SRIP funding

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of the Hingson Tanner Road and the Ellison Frith Road under the County's Secondary Road Improvement Program were prepared. These plans and specifications have been incorporated into a Request for Proposals (RFP) package that will be advertised upon receiving Board and environmental permitting approval. The improvement project consists of furnishing all needed materials, equipment, labor and supervision to improve the two graded roadways to a paved surface. Beyond surfacing, 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.

There is currently $389,300 remaining of the Board allocated $400,000 for these projects. It is anticipated the construction cost may consume most of these monies leaving little for the Construction Engineering & Inspection expense. In in event, Staff will return with a request and associated Task Order addressing that work effort and associated cost.

Once the Board has approved the proposed scope of work, Staff will solicit for proposals while permitting aspects are being finalized. It is intended that proposals for this project be received on July 2, 2020, and opened at the July 6, 2020, regular Board meeting.

Options:

1) Aprove 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

Secondary Road Improvement Program
Hingson Tanner Road and Ellison Frith Road
Taylor County, Florida
2015-004-ENG

May 2020

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

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Hold Harmless, Release and Indemnity Agreement
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Non-Collusion Affidavit

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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

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
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(850) 838-3501 Fax

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the ***Hingson Tanner and Ellison Frith Road***.

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 Hingson Tanner and Ellison Frith Road***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on **July 2, 2020**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 9:xx A.M. local time, or as soon thereafter as practical, on **July 6, 2020**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

A Pre-Bid Conference will be held at 3:00 P.M. on Wednesday, **June 24, 2020**, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

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

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

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

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

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL.* Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL.*

B. *Bidder*– One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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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.

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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;

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at *3:00 P.M.* local time on Wednesday June 24, 2020 at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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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,

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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.

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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.]

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

[J. 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 "***Hingson Tanner and Ellison Frith Road***." 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.

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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.

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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 *Hingson Tanner and Ellison Frith Road*. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.

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

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BID FORM

Hingson Tanner and Ellison Frith Road

2015-004-ENG

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____

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

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

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

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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

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

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

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

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ARTICLE 5 – BASIS OF BID

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

East & North Ellison Road Widening/Resurfacing Project

Total Lump Sum Bid Price	_____	$_____
210 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.

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

J. 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): _____

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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)

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HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

Hingson Tanner and Ellison Frith Road
Taylor County, Florida

Contract: The intent of this contract is to secure all labor and equipment required for the Hingson Tanner and Ellison Road projects in Taylor County, Florida. This project consist of furnishing all needed materials, equipment, labor and supervision to improve the two graded roadways to a paved surface. Beyond surfacing, 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 term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

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

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

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

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

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

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

DONE AND EXECUTED this _____ day of _____, _____

WITNESS:

_____ _____
(Signature)

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

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

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

_____
NOTARY PUBLIC

My Commission Expires:_____

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

by_____.

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

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

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

   for_____

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

   Whose business address is_____

   _____and

   (if applicable) its Federal Employer Identification Number (FEIN) is_____,
   (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement:_____.)

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

   name above is_____.

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

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

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By:_____
Witness 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:

Hingson Tanner and Ellison Frith Road Contract: The intent of this contract is to secure all labor and equipment required for the Hingson Tanner and Ellison Road projects in Taylor County, Florida. This project consist of furnishing all needed materials, equipment, labor and supervision to improve the two graded roadways to a paved surface. Beyond surfacing, 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.

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:

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

3.02 The Project will be administered by:

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

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

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

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

4.03 Liquidated Damages

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

4.04 Correction Period/Warranty

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

ARTICLE 5 - CONTRACT PRICE

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

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

_____ ($_____)
(words) (numerals)

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

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6.02 Progress Payments; Retainage

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

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

a. 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

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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 55 sheets with each sheet bearing the following general title: *Hingson Tanner Road and Ellison Frith Road* [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.

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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:

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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	By: _____
Title: County Administrator	Title: _____
[COUNTY SEAL]	*[CORPORATE SEAL]*
Attest: Annie Mae Murphy	Attest: _____
Title: Taylor County Clerk of Court	Title: _____
Address for giving notices:	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.)	License No.: _____ (Where applicable)
	Agent for service or process: _____
	_____
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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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: July 2, 2020

Project (Brief Description Including Location): *Hingson Tanner and Ellison Frith Road Contract:* The intent of this contract is to secure all labor and equipment required for the Hingson Tanner and Ellison Road projects in Taylor County, Florida. This project consist of furnishing all needed materials, equipment, labor and supervision to improve the two graded roadways to a paved surface. Beyond surfacing, 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.

BOND
Bond Number:
Date (Not later than Bid due date):
Penal Sum: _____ _____
(Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature and Title	Signature and Title (Attach Power of Attorney)
Attest: _____	Attest: _____
Signature and Title	Signature and Title

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
   1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
   1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

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

3. This obligation shall be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

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

CONTRACT
Date:
Amount:
Description (Name and Location): *Hingson Tanner and Ellison Frith Road Contract:* The intent of this contract is to secure all labor and equipment required for the Hingson Tanner and Ellison Road projects in Taylor County, Florida. This project consist of furnishing all needed materials, equipment, labor and supervision to improve the two graded roadways to a paved surface. Beyond surfacing, 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.

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): *Hingson Tanner and Ellison Frith Road Contract:* The intent of this contract is to secure all labor and equipment required for the Hingson Tanner and Ellison Road projects in Taylor County, Florida. This project consist of furnishing all needed materials, equipment, labor and supervision to improve the two graded roadways to a paved surface. Beyond surfacing, 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.

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

PART 3 – CONDITIONS OF THE CONTRACT

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

CSI Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

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

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

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

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

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

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

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

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

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

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

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

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

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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

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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,

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"provide" is implied.

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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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:

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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*

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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

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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

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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

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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

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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,

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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,

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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:

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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.

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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

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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.

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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

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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

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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

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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.

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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.

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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

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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,

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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, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be

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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*

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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.

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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.

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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

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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

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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.

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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

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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.

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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

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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.

EJCDC C-700 Standard General Conditions of the Construction Contract.
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Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

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

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

B. Not Used.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a.	*State*	*Statutory*
b.	*Applicable Federal (e.g., Longshoreman's)*	*Statutory*
c.	*Employer's Liability*	*$100,000*

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	*General Aggregate*	*$1,000,000*
b.	*Products – Completed Operations Aggregate*	*$1,000,000*
c.	*Personal and Advertising Injury*	*$1,000,000*
d.	*Each Occurrence (Bodily Injury and Property Damage)*	*$1,000,000*
e.	*Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.*	
f.	*Excess or Umbrella Liability*	
	1) General Aggregate	*$1,000,000*
	2) Each Occurrence	*$1,000,000*

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a.	*Bodily Injury:*	
	1) Each person	*$1,000,000*
	2) Each Accident	*$1,000,000*
b.	*Property Damage:*	
	1) Each Accident	*$ 500,000*
c.	*Combined Single Limit of*	*$1,000,000*

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a.	*Bodily Injury:*	
	1) Each Accident	*$1,000,000*
	2) Annual Aggregate	*$1,000,000*
b.	*Property Damage:*	
	1) Each Accident	*$1,000,000*
	2) Annual Aggregate	*$1,000,000*

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

H. The Contractor shall not award work valued at more than 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 Division 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 are improving Hingson Tanner and Ellison Frith Road under the terms of the Secondary Road Improvement Program. This project consist of furnishing all needed materials, equipment, labor and supervision to improve the two graded roadways to a paved surface. Beyond surfacing, 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. 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)

BEFORE YOU DIG !
CALL SUNSHINE STATE ONE CALL OF FLORIDA
AT LEAST TWO FULL BUSINESS DAYS BEFORE
DIGGING OR DISTURBING EARTH

1-800-432-4770

811 Know what's **below.** **Call** before you dig.

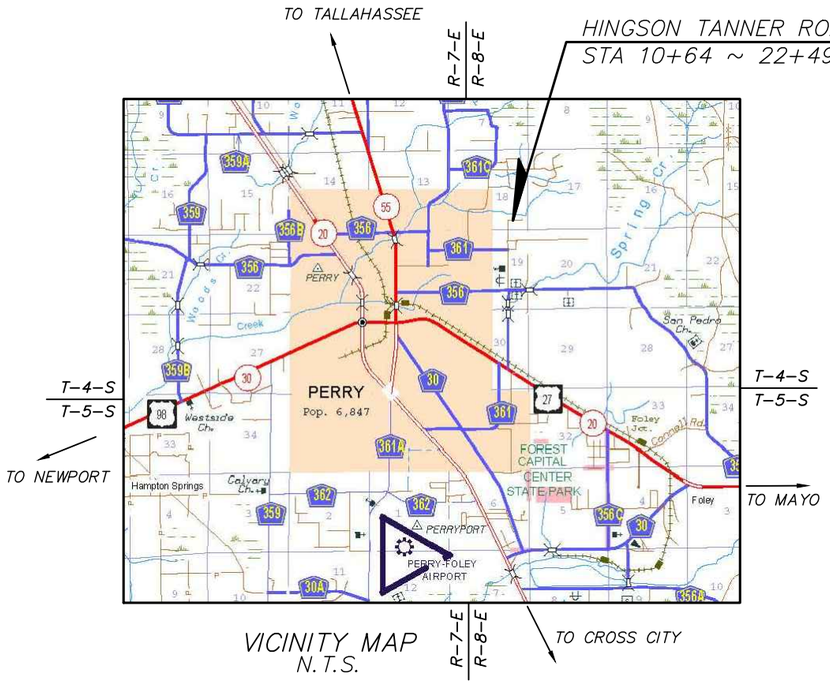
TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

HINGSON TANNER ROAD
SRIP CONTRACT PLANS

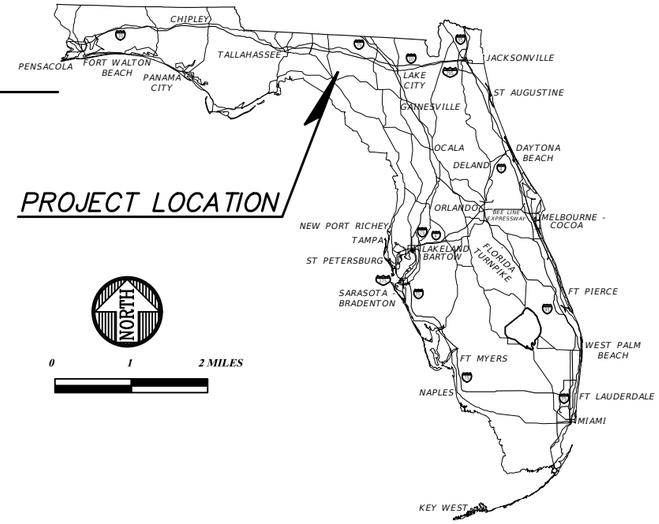
TAYLOR COUNTY PROJECT NO. 2015-004-ENG

PLAN INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER AND CONTENTS OF SET
2	GENERAL NOTES
3~4	TYPICAL SECTION
5~7	SUMMARY OF QUANTITIES
8	PROJECT LAYOUT
9~11	PLAN & PROFILE
12~22	CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
S-3~S-5	SIGNING AND PAVEMENT MARKINGS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	1,185	0.22
BRIDGES	0.00	0.00
NET LENGTH OF PROJECT	1,185	0.22
EXCEPTIONS	0.00	0.00
GROSS LENGTH OF PROJECT	1,185	0.22

SECONDARY ROAD IMPROVEMENT PROGRAM

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION FY 2019-2020 STANDARD PLANS for ROAD and BRIDGE CONSTRUCTION and APPLICABLE REVISIONS at the following website:
http://www.fdot.gov/Design/StandardPlans

FDOT 2019 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 SHOP DRAWINGS TO BE SUBMITTED TO:

KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

ROADWAY PLANS
ENGINEER OF RECORD: KENNETH DUDLEY
P.E. NO.: 58014

CERTIFICATE OF AUTHORIZATION NO.:

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED ON THE DATE INDICATED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PROJECT NO. 2015-004-ENG
PROJECT NAME HINGSON TANNER RD
SHEET NO. 1 OF 28
SHEET TITLE COVER & CONTENTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
DATE 5/14/20
SCALE NTS
APPROVED BY BOCC
1" 0 VERIFY SCALE

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

SEAL KENNETH R. DUDLEY 58014

REVISION | DATE | PLOT DATE 5/14/2020 5:14 PM
FILE NAME C&QTO_HT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES

1. ALL ROADWAY AND DRAINAGE LAYOUT, CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DEPARTMENT WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
3. EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED. PROJECT CONTROL SHALL BE REINSTALLED AT COMPLETION OF PROJECT.
4. THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL ENCOUNTERED AND SHALL BACKFILL WITH CLEAN SUITABLE FILL MEETING FDOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT INDEX 120-001 & 120-002.
5. ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FDOT INDEX 120-001 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DEPARTMENT.
6. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCEPTABLE TO THE COUNTY ENGINEERING DEPARTMENT. NO MATERIAL IS TO BE WIND-ROWED ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS.
7. ONLY THE EXCAVATION FOR BASE PLACEMENT AND PIPE TRENCHES THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY SHALL BE EXCAVATED. NO OPEN PIPE TRENCH OR ROADWAY EXCAVATION WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE APPROVED WORK HOUR DAY.
8. IF REQUIRED BY THESE PLANS, ALL UNDAMAGED EXISTING SIGNS SHALL BE RELOCATED IN ACCORDANCE WITH FDOT INDEX 700-101. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL INSTALL NEW SIGNS TO REPLACE DAMAGED OR MISSING SIGNS. SEE SIGNAGE SCHEDULE. ALL DAMAGED/DISCARDED SIGNS, POSTS & SOIL PLATES SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 838-3529.
9. ALL EXISTING STREET SIGNS, MAILBOXES, ETC. SHALL BE RELOCATED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN FDOT INDEX 110-200. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. MAILBOX RELOCATIONS (8' FROM EOP) SHALL BE COORDINATED THROUGH THE LOCAL POSTMASTER PRIOR TO RELOCATION. MAILBOXES DAMAGED DURING RELOCATION SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR SHALL CONSTRUCT DRIVEWAY TURNOUTS AT ALL EXISTING DRIVEWAYS PER FDOT INDEX 000-515 AND 000-516. ALL EXISTING PAVED DRIVES AND CONCRETE APRONS AT THE EDGE OF THE EXISTING DRIVING LANE SHALL BE SAW-CUT AND REMOVED PRIOR TO CONSTRUCTING THE WIDENED ROADWAY OR PAVED SHOULDER. UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS NOTED IN PLANS. SEE DETAIL.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO LAWFULLY REMOVE, TRANSPORT AND DISPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UTILIZED TO THE FULLEST EXTENT POSSIBLE. REMAINING FILL SHALL, AT COUNTY'S OPTION, BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNDAMAGED GUARDRAIL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 828-3529.
12. ALL DISTURBED AREAS SHALL BE STABILIZED BY PERFORMANCE TURF AND SOD. (SEE TYPICAL ROADWAY MODIFICATION SECTION FOR SOD LOCATIONS)
13. ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, PRIME MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY MEANS, METHODS, SURVEYING AND MOT SHALL BE INCLUDED IN BID PRICE(S). OMISSIONS BY CONTRACTOR WILL NOT SERVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.
14. CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FDOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON THE RELEVANT PHASE OF THE PROJECT.
15. TYPE SP AND FC ASPHALTIC CONCRETE TO BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE & LONGITUDINAL SCREED CONTROLS.
16. PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE ROADWAY ARE TO BE CONSTRUCTED ON A 1:600 RATIO. FURTHER, WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR CROSSOVER, THE CONTRACTOR SHALL INSTALL AND MAINTAIN A SUFFICIENT (2.0 FT MINIMUM) ASPHALT WEDGE OR MILLED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET, TURNOUT, OR CROSSOVER TO THE PROJECT UNTIL FINAL SURFACE INSTALLATION.
17. ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DEPARTMENT OR THE AUTHORIZED REPRESENTATIVE.
18. ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED FINISH GRADES.
19. CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ADJACENT PROPERTIES, EXISTING STRUCTURES OR FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
20. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY ANY NECESSARY UTILITY FIELD LOCATION OR RELOCATION, AS REQUIRED. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.
21. CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND UTILITY OWNERS LISTED HEREIN, 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.

UTILITY OWNERS	UTILITY TYPE	CONTACT	TELEPHONE NUMBER
CITY OF PERRY	WATER/SEWER/GAS	CHESTER MCAFEE	850-584-7940
COMCAST	CABLE TELEVISION	LARRY PAYNE	904-380-6331
CONSOLIDATED COMMUNICATIONS	TELEPHONE	RANDY NEWMAN	850-584-0900
MCI WORLDCOM / VERIZON	TELEPHONE	DEAN BOYERS	469-886-4238
LEVEL 3 COM./CENTURY LINK	TELEPHONE	GENERAL NUMBER	877-366-8344 EXT.4
DUKE ENERGY	ELECTRIC	BOB CLARK	850-342-2291
FLORIDA GAS TRANSMISSION	GAS	JIM GIBSON	850-766-4205

MAINTENANCE OF TRAFFIC BY CONTRACTOR

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
2. A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE STANDARD PLANS FOR ROAD CONSTRUCTION. ONE TRAFFIC LANE MAY BE CLOSED DURING WORKING HOURS ONLY. CONTRACTOR IS TO CHECK AND MAINTAIN ON A DAILY BASIS ALL SIGNS, FLASHING LIGHTS, STRIPING AND OTHER ITEMS AS REQUIRED TO CONFORM WITH THE MAINTENANCE OF TRAFFIC PLAN.
3. WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX SERIES 102-600, THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. NONCOMPLIANCE WITH THESE STANDARDS WILL SERVE AS JUST CAUSE FOR STOPPING WORK AT NO EXPENSE TO OWNER.
4. THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DEPARTMENT PRIOR TO THEIR IMPLEMENTATION.
5. UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DEPARTMENT, THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES AT LEAST ONE WAY TRAFFIC WITH A MINIMUM OF A 9' (FT) WIDE LANE AND A POSTED SPEED OF NOT MORE THAN 20 MILES PER HOUR, WITH APPROPRIATE TRAFFIC CONTROL.
6. ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE OF TEMPORARY OR PERMANENT LANES SHALL BE MARKED AND PROTECTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS OR SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DEPARTMENT. CLEAR ZONE REDUCED TO 4' (FT) BEHIND CURB IN CURBED AREAS.
7. TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR PASSENGER VEHICLES DURING ALL WEATHER CONDITIONS.

EROSION & SEDIMENTATION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF-SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

1. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER IN ACCORDANCE WITH THE FLORIDA EROSION AND SEDIMENTATION CONTROL MANUAL TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.

   TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL (IF APPLICABLE). SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.

2. ALL SLOPES STEEPER THAN 3H:1V REQUIRE LAPPED OR PEGGED SOD.
3. ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED IN THE FDOT STANDARDS.
4. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.
5. ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS FULLY ESTABLISHED. CONTRACTOR SHALL REPLACE ANY PERFORMANCE TURF THAT DOES NOT ESTABLISH.

MISCELLANEOUS NOTES

1. PERFORMANCE TURF, SOD TYPE SHALL BE ROLLED BERMUDA FOR THE ENTIRE PROJECT.
2. BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.
3. MOWING SHALL BE PERFORMED ONE (1) TIME AS A PART OF REACHING FINAL COMPLETION FOR THE PROJECT ONCE SUBSTANTIAL COMPLETION IS APPROVED. MOWING EFFORT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION 104 AND 570.
4. REGRADE DITCHES AT SIDE AND CROSS DRAINS TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH CULVERT AND EXISTING FLOW LINES. AVOID SUMP CONDITIONS TO THE MAXIMUM EXTENT POSSIBLE.
5. ALL DRIVES, WHERE SIDE DRAIN REPLACEMENT IS CALLED FOR SHALL BE REPLACED WITH MATERIAL MATCHING EXISTING (CONCRETE/ASPHALT/ETC.) IT SHALL BE RECONSTRUCTED TO THE POINT OF DISTURBANCE OR RIGHT-OF-WAY AS DIRECTED. GRADES SHALL BE ADJUSTED TO PROVIDE A SMOOTH TRANSITION TO THE POINT OF DISTURBANCE/REPLACEMENT.

GOVERNING SPECIFICATIONS

1. ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS
2. MILLING: SECTION 327 OF FDOT SPECIFICATIONS
3. BASE: SECTION 200 ~ 290 OF FDOT SPECIFICATIONS
4. SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS
5. GRASSING: SECTION 570 OF FDOT SPECIFICATIONS
6. SODDING: SECTION 570 OF FDOT SPECIFICATIONS
7. STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS
8. RETROFLECTIVE PAVEMENT MARKERS - SECTION 706 AND 970 OF FDOT SPECIFICATIONS, INDEX 706-001
9. SIGNAGE: SEE FDOT INDEX 700-010, 700-120, 700-101, 711-001, 700-109, AND 700-106 AND FDOT SPEED ZONE MANUAL (SCHOOL SIGNS & MARKINGS)
10. GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 536-001
11. RAILROAD CROSSINGS. FDOT INDEX 830-T01
12. MAINTENANCE OF TRAFFIC - SEE FDOT INDEX 102-600 SERIES, MUTCD
13. CULVERTS: FDOT DRAINAGE MANUAL - COVER HEIGHT
    FDOT INDEX 430-030 - CONCRETE ENDWALLS
    FDOT INDEX 430-021, -022 - MITERED END SECTIONS
    FDOT INDEX 430-001 - MISCELLANEOUS DRAINAGE DETAILS
    FDOT INDEX 524-001 - DITCH PAVEMENT AND SODDING

TESTING REQUIREMENTS

1. ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY. UPON SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION.
2. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING DEPARTMENT. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.
3. THE COUNTY ENGINEERING DEPARTMENT SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERTINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CULVERT INSTALLATIONS AND OTHERS AS REQUIRED FOR APPROVAL.
4. PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED FOR THE BEDDING AND COVER ZONE. A MINIMUM OF ONE TEST PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.
5. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER 1,000 FT OF ROADWAY, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 40, NO UNDER TOLERANCE PERMITTED.
6. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SHOULDER AT A FREQUENCY OF ONE TEST PER PER 2,000 FT, OR AT A MINIMUM OF TWO TESTS PER SIDE OF ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 30, NO UNDER TOLERANCE PERMITTED.
7. IN-PLACE THICKNESS OF EACH COURSE OF A STABILIZED SUBGRADE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
8. PERFORM COMPACTION TESTING FOR STABILIZED SUBGRADE AND FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
9. PERFORM MODIFIED PROCTOR TESTING FOR BASE COURSE AT A FREQUENCY OF ONE TEST PER LIFT PER 4,000 FT OF ROADWAY, OR AT A MINIMUM OF ONE TEST PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
10. PERFORM COMPACTION TESTING FOR BASE COURSE THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
11. IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
12. ASPHALT CONCRETE MIXES SHALL BE A CURRENT FDOT APPROVED DESIGN OF THE MATERIAL ACTUALLY USED. SAMPLES OF MATERIALS DELIVERED TO THE SITE SHALL BE TESTED IN ACCORDANCE WITH FDOT REQUIREMENTS TO VERIFY THAT AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.
13. SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS. CORE DENSITIES SHALL BE DETERMINED USING THE VACUUM CORE DRY VS. FAN METHOD. FIELD DENSITIES, CORING LOCATIONS AND PLANT SAMPLING SHALL BE CONDUCTED AND OBTAINED ACCORDING TO THE RANDOM NUMBER TABLES PROVIDED BY THE COUNTY. A MINIMUM OF THREE DENSITY TESTS PER ROADWAY SEGMENT PER DAY AND TESTING OF ONE PLANT SAMPLE PER DAY WILL BE REQUIRED.
14. CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2,000 TONS OF HOT MIX ASPHALT. SUCH TESTS WILL BE USED FOR ACCEPTANCE/REJECTION/REPLACEMENT AND PAYMENT APPROVAL.
15. THE TESTING OF ALL ASPHALT SHALL BE RESTRICTED TO 2,000 TON LOTS.

SIGNAGE AND PAVEMENT MARKING

1. THE EXISTING SIGNAGE INVENTORY REFLECTS DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.
2. SIGNAGE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FDOT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS.
3. FDOT DESIGN STANDARD PLANS INDEX 700-101 NOTE NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE TRAVEL LANE OR SIDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.
4. ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING TRAFFIC STRIPES" AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE CONSTRUCTION, LATEST EDITION.
5. MARKINGS SHALL BE AS PER FDOT INDEX 711-001 AND THESE PLANS.
6. RETRO-REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS PER FDOT INDEX 706-001 AND THESE PLANS.
7. SIGN BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATIONS SHALL COMPLY/BE SELECTED USING FDOT INDEX 700-010, 700-120.
8. SIGNAGE DESIGNATED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING NEW BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATION. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO COMPLY WITH FDOT INDEX 700-010.
9. ALL D3 STREET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND AS COMPARED TO GREEN BACKGROUND FOR PUBLIC SIGNS.
10. SIGNS SHALL MEET MUTCD "CONVENTIONAL ROAD" SIGN SIZES UNLESS NOTED OTHERWISE. D-3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING AND BORDER.
11. CONTRACTOR SHALL PROVIDE THE COUNTY ENGINEERING DEPARTMENT AND THE PROJECT ENGINEER SHOP DRAWINGS OF CUSTOM, DIRECTIONAL AND D-SERIES SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION.
12. INTERSECTING ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED DIRECTLY ABOVE THE STOP SIGNAGE OF THE INTERSECTION. MAIN ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED ABOVE THE INTERSECTING ROAD D3 GUIDE SIGNAGE.
13. REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.

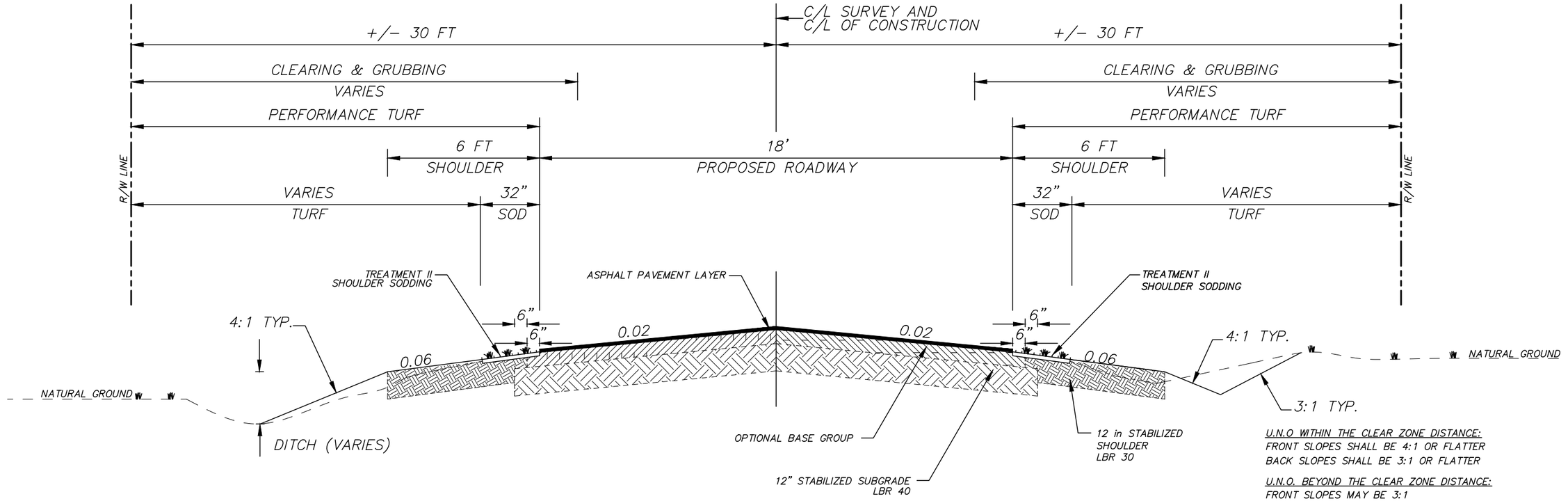
DRAWING LEGEND

- FOUND CORNER MARKER
- FOUND IRON ROD
- FOUND IRON PIPE
- FIBER OPTIC MARKER
- PHONE PEDESTAL
- BURIED UTILITY MARKER
- WATER METER AND BOX
- EXISTING GAS (OR WATER) VALVE AND BOX
- EXISTING STORMWATER MANHOLE
- EXISTING HYDRANT
- ELECTRIC POWER POLE
- ELECTRIC POWER POLE ANCHOR
- ROADWAY SIGN
- OBJECT MARKER
- E — OVERHEAD ELECTRIC LINE
- TRAVERSE POINT (PK NAIL AND CAP)
- X — EXISTING FENCE
- TEMPORARY BENCHMARK (ELEV = X.XX')
- SF — SF — SILT FENCE
- CLEAR ZONE
- SHOULDER

TAYLOR COUNTY ENGINEERING DIVISION
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PROJECT NO. 2015-004-ENG
SHEET NO. 2
SHEET 2 OF 28
PROJECT NAME HINGSON TANNER RD
SHEET TITLE GENERAL NOTES
SCALE NTS
DATE 5/14/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
SEAL KENNETH R. DUDLEY 58014
REVISION
DATE
PLOT DATE 5/14/2020 5:14 PM
FILE NAME C#QTO_HT
1" 0 VERIFY SCALE

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U.N.O WITHIN THE CLEAR ZONE DISTANCE:
FRONT SLOPES SHALL BE 4:1 OR FLATTER
BACK SLOPES SHALL BE 3:1 OR FLATTER

U.N.O. BEYOND THE CLEAR ZONE DISTANCE:
FRONT SLOPES MAY BE 3:1
BACK SLOPES MAY BE 2:1

TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
2. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
3. INSTALL OPTIONAL BASE GROUP 4 TO 19 FT WIDTH TO PLAN, PROFILE AND CROSS-SECTION.
4. MIX AND GRADE (INCLUDING CUT, HAUL, & FILL IF NEEDED) EXISTING LIMEROCK TO ESTABLISH PROPOSED PROFILE AND CROSS-SECTIONS FOR STABILIZED SUBGRADE. PROVIDE ADDITIONAL MATERIAL IF NEEDED TO ACHIEVE REQUIRED LBR 40.
5. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEAR ZONE/LOD/ROW UNLESS NOTED OTHERWISE.

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2016 AADT = 50
OPENING YEAR ESTIMATE = 2019 AADT = 52
DESIGN YEAR ESTIMATE = 2039 AADT = 67
FDOT TRAFFIC LEVEL = A
K = N/A D = 50% T = 16%
DESIGN HOUR T = N/A
DESIGN SPEED = 20 MPH
POSTED SPEED = 15 MPH
CLEAR ZONE(s) = 6 FT - LOCAL
PASSING SIGHT DISTANCE = 400 FT
STOPPING SIGHT DISTANCE = 115 FT

HINGSON TANNER RD (10+64~22+49)
TYPICAL ROADWAY SECTION

NTS

SURFACE

OPTIONAL BASE GROUP 4
TYPE SP-12.5 (TRAFFIC B) (1.50 in AVG/SY) PG76-22

OPTIONAL BASE GROUP 4 PERMITTED

6 in LIMEROCK (LBR 100)

CONSTRUCTION SEQUENCE

1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
3. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.)
4. CONSTRUCT STABILIZED SUBGRADE TO PROVIDE 20 FT MINIMUM WIDTH.
4. CONSTRUCT OBG 4 BASE TO PROVIDE 19 FT MINIMUM WIDTH.
5. SHAPE, COMPACT AND PRIME 19 FT WIDTH BASE COURSE. PROTECT PRIMED BASE COURSE USING SAND COVER OR SCREENINGS. ALLOW PRIME TO CURE 24 HR BEFORE PLACING ASPHALT COURSES. REPRIME ANY WORN AREAS BEFORE PLACING ASPHALT COURSE(S).
7. CONSTRUCT SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
8. INSTALL PERFORMANCE TURF THROUGHOUT PROJECT, ALL DISTURBED AREAS EXCEPT ROADWAY SOD STRIP.
9. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE/FRICTION COURSE OVER FULL ROADWAY.
10. INSTALL PERFORMANCE TURF, SOD ADJACENT TO ROADWAY.
11. STRIPE, PLACE RPMS, AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.
12. REINSTALL PROJECT CONTROL, CLEAN PROJECT OF CONSTRUCTION DEBRIS, TRASH, & EROSION CONTROL MEASURES (ONCE VEGETATION HAS ESTABLISHED)

PROJECT NO. 2015-004-ENG
SHEET NO. 3
SHEET 3 OF 28

PROJECT NAME HINGSON TANNER RD
SHEET TITLE TYPICAL SECTION
SCALE NTS
DATE 5/14/20
DESIGNED BY KRD
DRAWN BY KRD
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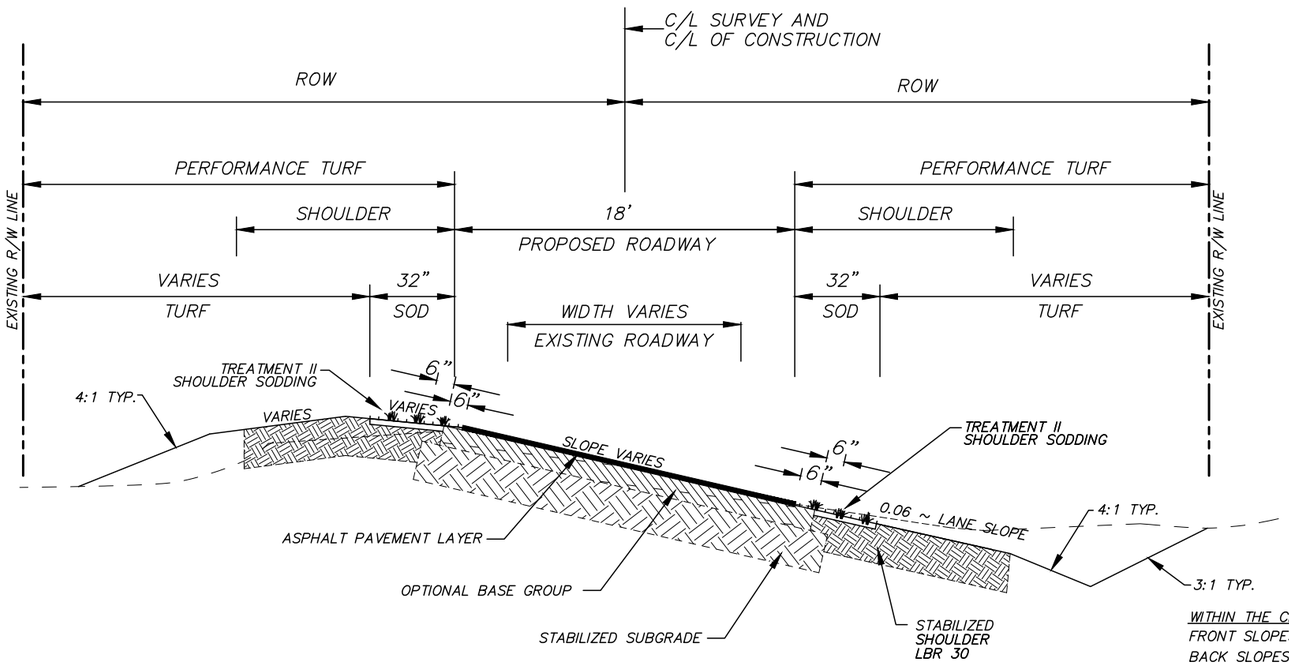
TAYLOR COUNTY ENGINEERING DIVISION
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SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
PLOT DATE 5/14/2020 5:14 PM
FILE NAME C&QTO_HT

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TYPICAL SUPERELEVATION SECTION

NTS

NOTES:

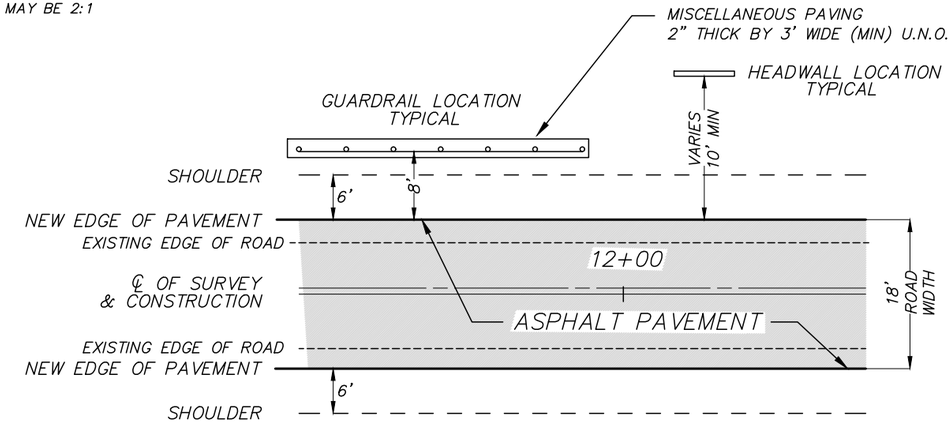
1) LANE & SHOULDER SLOPES TO BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS INDEX 000-510 & 000-511.

SUPERELEVATION TABLE

Superelevation Region	Station	Description	Left Outside Shoulder	Left Outside Lane	Right Outside Shoulder	Right Outside Lane
	10+00'	Begin Alignment	-6.0%	-2.0%	-6.0%	-2.0%
1	9+30.85'	End Normal Crown	-6.0%	-2.0%	-6.0%	-2.0%
	9+63.35'	Level Crown	-6.0%	0.0%	-6.0%	-2.0%
	9+79.60'	Begin Shoulder Rollover	-6.0%	1.0%	-6.0%	-2.0%
	9+95.85'	Reverse Crown	-5.0%	2.0%	-6.0%	-2.0%
	10+28.35'	**Begin Full Super**	-3.0%	4.0%	-6.0%	-4.0%
	10+31.46'	**End Full Super**	-3.0%	4.0%	-6.0%	-4.0%
	10+63.96'	Reverse Crown	-5.0%	2.0%	-6.0%	-2.0%
	10+80.21'	End Shoulder Rollover	-6.0%	1.0%	-6.0%	-2.0%
	10+96.46'	Level Crown	-6.0%	0.0%	-6.0%	-2.0%
	11+28.96'	Begin Normal Crown	-6.0%	-2.0%	-6.0%	-2.0%
2	21+84.15'	End Normal Crown	-6.0%	-2.0%	-6.0%	-2.0%
	22+14.74'	Level Crown	-6.0%	0.0%	-6.0%	-2.0%
	22+30.04'	Begin Shoulder Rollover	-6.0%	1.0%	-6.0%	-2.0%
	22+45.33'	Reverse Crown	-5.0%	2.0%	-6.0%	-2.0%
	22+66.74'	**Begin Full Super**	-3.6%	3.4%	-6.0%	-3.4%
	23+72.45'	**End Full Super**	-3.6%	3.4%	-6.0%	-3.4%
	23+93.86'	Reverse Crown	-5.0%	2.0%	-6.0%	-2.0%
	24+09.16'	End Shoulder Rollover	-6.0%	1.0%	-6.0%	-2.0%
	24+24.45'	Level Crown	-6.0%	0.0%	-6.0%	-2.0%
	24+55.04'	Begin Normal Crown	-6.0%	-2.0%	-6.0%	-2.0%
	32+99.74'	End Alignment	-6.0%	-2.0%	-6.0%	-2.0%

WITHIN THE CLEAR ZONE DISTANCE:
FRONT SLOPES SHALL BE 4:1 OR FLATTER
BACK SLOPES SHALL BE 3:1 OR FLATTER

BEYOND THE CLEAR ZONE DISTANCE:
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TYPICAL ROADWAY DETAIL

NTS

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PROJECT NO. 2015-004-ENG
PROJECT NAME HINGSON TANNER RD
SHEET NO. 4 OF 28
SHEET TITLE TYPICAL SECTION
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
DATE 5/14/20
APPROVED BY BOCC
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

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SUMMARY OF ROADWAY ITEMS AND QUANTITIES

FDOT INDEX	ITEM No.	LUMP SUM ITEM	UNIT	HINGSON TANNER 10+64 ~ 22+49 QUANTITY
17302,17359,etc.		SIGNAGE	LS	1
	101-1	MOBILIZATION	LS	1
600 Series	102-1	MAINTENANCE OF TRAFFIC	LS	1
102, 106	104-10-3	SEDIMENT BARRIER	LF	340
	107-2	MOWING	AC	1.12
	110-2-1	CLEARING AND GRUBBING (INCL TREE REMOVALS)	AC	0.10
120-001, 120-002	120-1	REGULAR EXCAVATION	CY	954
120-001, 120-002	120-6	EMBANKMENT	CY	1,254
514	285-710	OPTIONAL BASE GROUP 4	SY	2,503
	334-1-52	SURFACE COURSE (1.50" / SY SP-12.5) (TRAFFIC B) PG 76-22	TN	195.6
205	430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 18", SD	LF	44
430-022	430-984-125	MITERED END SECTION, 18" ROUND, SD	EA	4
550-001	550-10-118	FENCING, TYPE A, 0.0~5.0, RESET EXISTING	LF	1,625
570-001, 570-010	570-1-1	PERFORMANCE TURF	SY	3,764
570-010, 524-001	570-1-2	PERFORMANCE TURF, SOD	SY	727
711-001	710-11-211	CENTER STRIPE (6" YELLOW) SOLID (MUTCD PART III)	GM	0.449
000-515, 000-516	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE 2 APPLICATIONS)	LS	1
000-515, 000-516	334-1-11	SIDE ROADS/APRONS - ASPHALT SURFACE COURSE	TN	1.76
000-515, 000-516	286-1	TURNOUT CONSTRUCTION (LIMEROCK BASE)	SY	21

NOTES FOR ITEMS:

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.

102-1 MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PART SIX, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.

THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE. STRIPING TAPE NOT PERMITTED.

120-6 MAINTAIN A SHOULDER SLOPE OF 0.06 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINT AS SPECIFIED IN THE SCOPE OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OR STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND IS TO BE INCLUDED IN THIS PAY ITEM.

334-1-1X NO INCREASE IN ASPHALT PRICES WILL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIQUID ASPHALT CONTENT IN JOB MIX FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.

570-1-X FERTILIZER: BASED ON 1ST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.

570-1-X WATER: BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SODDED SHALL BE THOROUGHLY SOAKED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.

570-1-2 INCLUDES COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENTS. ALSO INCLUDES MATCHING OF PRIVATE OWNER TYPES OF SOD EXISTING PRIOR TO CONSTRUCTION, IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

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1" 0 VERIFY SCALE

PROJECT NO. 2015-004-ENG
PROJECT NAME HINGSON TANNER RD
SHEET NO. 5
SHEET TITLE SUMMARY OF QUANTITIES
SHEET 5 OF 28
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
DATE 5/14/20
SCALE 1" = 50'

SEAL KENNETH R. DUDLEY 58014

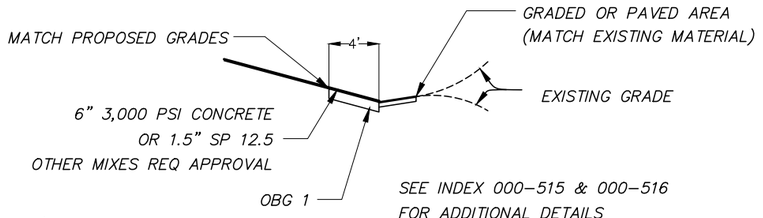
REVISION
DATE

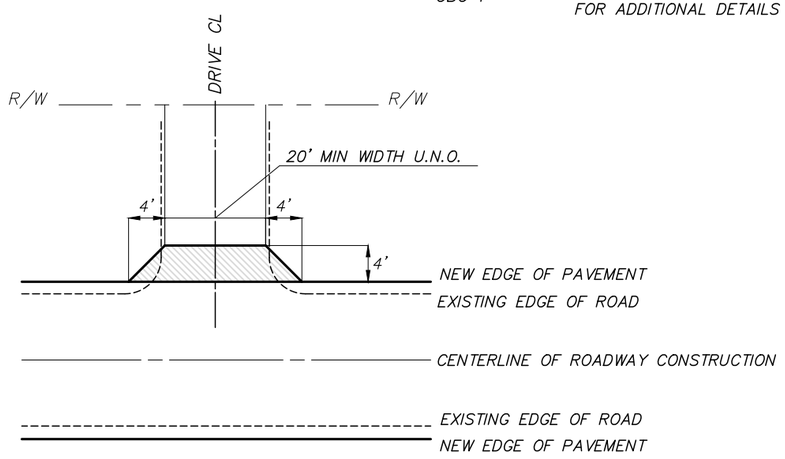
PLOT DATE 5/14/2020 5:14 PM
FILE NAME C&QTO_HT

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SUMMARY OF TURNOUTS

STATION	SIDE	WIDTH P	WIDTH F	STATION	SIDE	WIDTH P	WIDTH F	STATION	SIDE	WIDTH P	WIDTH F	STATION	SIDE	WIDTH P	WIDTH F
10+97	LT	20'													
17+12	LT	20'													





TYPICAL TURNOUT DETAIL

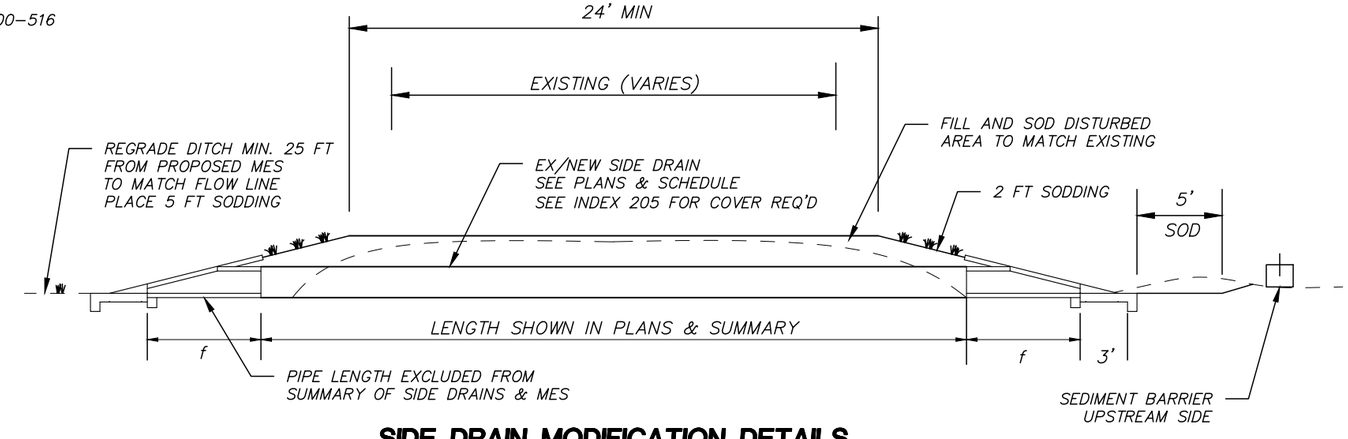
NTS

SAW CUT PVD DRIVEWAYS FOR WIDENING PROJECTS
PVD = PAVED OR CONCRETE DRIVE

APRON TO BE PLACED SEPARATE FROM LANE CONSTRUCTION
AND PRIOR TO SURFACE COURSE PLACEMENT

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

QUANTITY	STATION	SIDE	BARRELS	PIPE LENGTH (LF) 18"	MES (EA)	24"	MES (EA)	23"X14"	MES (EA)	PERF. TURF SOD (SY)	REMARKS
P	10+88	LT	1	22	2					18	RCP
F											
P	17+00	LT	1	22	2					18	RCP
F											
P											
F											
P											
F											
P											
F											
P											
F											
P											
F											
P											
F											
SHEET TOTALS	PLAN QUANTITY			44	4	---	--	---	--	36	
	FINAL QUANTITY										
SUMMARY TOTALS	PLAN QUANTITY			44	4	---	--	---	--	36	
	FINAL QUANTITY										



SIDE DRAIN MODIFICATION DETAILS

NTS

NOTES:

1) THE LENGTHS OF PIPE SHOWN IN PLAN SHEETS AND IN THE SUMMARY OF SIDE DRAINS AND MITERED END SECTIONS DOES NOT INCLUDE THE PORTION SPECIFIED AS DIMENSION "f" (PIPE TO BE INCLUDED UNDER UNIT PRICE FOR MITERED END SECTION) IN DESIGN STANDARDS INDEX 430-022.
2) PLAN & CROSS-SECTION SHEET STATION/OFFSETS REFERENCE END OF SLAB FOR SIDE DRAIN LOCATIONS.
3) SODDING SHALL BE AS CALLED FOR IN DESIGN STANDARDS AND AS NOTED.
4) ALL TURNOUTS SHALL BE A MINIMUM OF 24 FT WIDE, UNLESS NOTED OTHERWISE (U.N.O.)
5) LOCATION STATIONS ARE APPROXIMATE. MINOR FIELD ADJUST TO FIT SITE CONDITIONS MAY BE REQUIRED.
6) PROPOSED SIDE DRAIN FLOW LINE ELEVATION SHALL MATCH EXISTING FLOW LINE ELEVATION, U.N.O. EXCAVATE WHERE NECESSARY DUE TO ALIGNMENT AND/OR GRADE CHANGES. PLACE 8 LF MINIMUM SEDIMENT BARRIER AT UPSTREAM SIDE OF EACH SD.
7) FOR REPLACEMENT OF SIDE DRAINS 24" OR SMALLER, THE OFFSET OF THE PIPE SHALL MATCH THE EXISTING OFFSET OF THE PIPE TO BE REMOVED EXCEPT WHERE LOCATED CLOSER THAN THE PROPOSED SHOULDER WIDTH PLUS 8 FT OR THE CLEAR ZONE DISTANCE, WHICHEVER IS CLOSEST, U.N.O.

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PROJECT NO. 2015-004-ENG
SHEET NO. 6
SHEET 6 OF 28
PROJECT NAME HINGSON TANNER RD
SHEET TITLE SUMMARY OF QUANTITIES
DATE 5/14/20
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
SEAL KENNETH R. DUDLEY 58014
REVISION
DATE
PLOT DATE 5/14/2020 5:14 PM
FILE NAME C&QTO_HT
1" 0 VERIFY SCALE

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SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION	SIDE	SEDIMENT BARRIER 0104 10 3 LF		TURBIDITY BARRIER 0104 11 LF		CHECK DAM EA		DESIGN NOTES
STA TO STA		P	F	LF	LF	LF	LF	
10+62 TO 10+62	LT	20		--		--		TYPE 3
10+62 TO 10+62	RT	20						TYPE 3
16+29 TO 19+29	RT	300						TYPE 3
SUB-TOTAL		340		--		--		
TOTAL		340		--		--		

DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

PROJECT NAME HINGSON TANNER RD
SHEET TITLE SUMMARY OF QUANTITIES
DATE 5/14/20
SCALE NTS

PROJECT NO. 2015-004-ENG
SHEET NO. 7
SHEET 7 OF 28

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1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

DATE | REVISION | PLOT DATE 5/14/2020 5:14 PM
FILE NAME C&QTO_HT

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PARCEL NO. 07451-050

5/8" IR LB 7739
N=410896.18
E=2266166.89
STA=42+98.17
OFFSET=30.34' L

CONTROL POINT 07
ELLISON ROAD
N=410899.17
E=2266157.35
STA=42+95.32
OFFSET=39.43' L

TBM 1
ELEV. 52.26'

5/8" IR LB 7739
N=410938.25
E=2266126.72
STA=10+63.02
OFFSET=47.53' L

HINGSON TANNER ROAD
STA=10+62.32
OFFSET=7.50' L
N=410937.59
E=2266166.74

Ellison Road; STA: 43+05.87
Hingson Tanner Road; STA: 10+00
N: 410880.7718
E: 2266194.5677

HINGSON/TANNER RD

11+28.96
L: -2.00%
R: -2.00%

10+96.46
L: 0.00%
R: -2.00%

10+63.96
L: 2.00%
R: -2.00%

10+31.46
L: 4.00%
R: -4.00%

10+28.35
L: 4.00%
R: -4.00%

ML - 1
STA: 15+25

WILLIAM S. LILLIOTT
PARCEL NO. 07541-100

CP "B"
HINGSON TANNER ROAD
N=411498.09
E=2266161.58
STA=16+22.87
OFFSET=10.84' L
ELEV = 49.25'

42+00 43+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00

ROW (60 FT)

PC: 10+06.68
PT: 10+53.13
PI: 11+32.51
N00° 02' 35.22"W
79.38'

+64
9.0' R

N40° 58' 54.47"W
6.68'

PI STA=10+30.95
Δ=40° 56' 19"
D=100° 34' 11"
T=24.26'
L=46.44'
R=65.00'
PC STA=10+06.68
PT STA=10+53.13

FD 4X4 CM
FDOT R/W
N=410855.33
E=2266209.88
STA=42+97.51
OFFSET=28.96' R

PI STA=43+14.19
Δ=88° 01' 00"
D=83° 37' 14"
T=72.45'
L=115.21'
R=75.00'
PC STA=42+41.74
PT STA=43+56.96

ROW (60 FT)

44+00

ARILYN J & LUTHER S TURNER
RCEL NO. 07533-100

ZODIE HORTON, GUY
PARCEL NO. 07525-(

TBM 2
RR SPIKE
ELEV. 50.61'

ZODIE HORTON, GUY & WILKIE GIBSON
PARCEL NO. 07525-000

0 50' 100'

21+84.15
L: -2.00%
R: -2.00%

22+14.74
L: 0.00%
R: -2.00%

22+45.33
L: 2.00%
R: -2.00%

22+66.74
L: 3.40%
R: -3.40%

JOHN M & DEVYN CRUCE
PARCEL NO. 07426-000
OR 766 PAGE 307

CP "C"
5/8" IRON ROD NO IDENT
N=412213.17
E=2266185.07
STA=23+27.62
OFFSET=25.81' L
ELEV = 51.05'

PC: 22+49.41

DWAYNE & ALEXA REEVES
PARCEL NO. 07426-100
OR 770 PAGE 476

FD 4X4 CM
NO IDENTIFICATION
N=411619.87
E=2266164.83
STA=17+44.63
OFFSET=7.15' L

+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00

N00° 12' 25.02"W
1116.90'

ROW (60 FT)

SECTION 18
SECTION 19

TBM 2
RR SPIKE
ELEV. 50.61'

WILKIE GIBSON
0

THOMAS & VELMA HINGSON
PARCEL NO. 07411-000
OR 142 PAGE 389

PI STA=23+38.42
Δ=89° 21' 53"
D=67° 29' 53"
T=89.01'
L=140.37'
R=90.00'
PC STA=22+49.41
PT STA=23+89.78

TBM 3
ELEV. 52.49'

8" CMP

PROJECT NO. 2015-004-ENG
SHEET NO. 8
SHEET ---- OF 28

PROJECT NAME HINGSON TANNER RD
SHEET TITLE ---- PROJECT LAYOUT
SCALE 1" = 50'
DATE 5/14/20

DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

1" VERIFY SCALE 0

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SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
PLOT DATE 5/14/2020 5:16 PM
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PARCEL NO. 07451-050

HINGSON/TANNER RD

HINGSON TANNER ROAD
STA=10+62.32
OFFSET=7.50' L
N=410937.59
E=2266166.74

NEW 22.0 LF of 18 in RCP
w/ 4:1 SD MES (x2) L

NEW 4:1 SD MES - 18 in @ 20.0' L
NEW 4:1 SD MES - 18 in @ 20.0' L

RELOCATE MAILBOX(ES)

+97
13.0' L

+17
13.0' L

REMOVE TREE(S)

ML - 1
STA: 15+25

NEW 22.0
w/ 4:

MATCH DRIV

NEW 4:1 SD MES -
NEW 4:1 SD MES -

WILLIAM S. LILLIOTT
PARCEL NO. 07541-100

RELOCATE FENCE TO ROW

18" LIVE OAK
10" CHERRY
24" LIVE OAK
30" LIVE OAK
10" LIVE OAK
48" LIVE OAK
10" CEDAR
12" CEDAR
30" LIVE OAK
22" WATER OAK
12" LIVE OAK
30" LIVE OAK
10" LIVE OAK
30" LIVE OAK

42+00
43+00
10+00
11+00
12+00
13+00
14+00
15+00
16+00
44+00

ROW (60 FT)
ROW (80 FT)
6 FT CZ/SHOULDER
8 FT SHOULDER
14 FT CZ
9'
LOD
tree line

+64
9.0' R

SILT FENCE TYPE III
20 LF L; 20 LF R

PI STA=43+14.19
Δ=88° 01' 00"
D=83° 37' 14"
T=72.45'
L=115.21'
R=75.00'
PC STA=42+41.74
PT STA=43+56.96

CLEAR & GRUBB TO RIGHT OF WAY

CLEAR & GRUBB TO ROW

PROJECT BEGIN
STA 10+64

COORDINATE CONSTRUCTION W/ ELLISON RD RECONSTRUCTION PROJECT

ZODIE HORTON, GUY & WILKIE GIBSON
PARCEL NO. 07525-000

ZODIE HORTON, GUY & WI
PARCEL NO. 07525-000

ARILYN J & LUTHER S TURNER
RCEL NO. 07533-100

PROPC
WIDEI

0 50' 100'

60'
56'
52'
48'
44'

PVI = 10+11
ELEV = 50.44'

PVI = 13+75
ELEV = 51.44'

11.01' @ 3.99%

PVI = 10+00
ELEV = 50.00'

NEW 22.0 LF of 18 in RCP
w/ 4:1 SD MES (x2) L

HINGSON TANNER RD
FINISH GRADE ℄

364.00' @ 0.27%

EXISTING GRADE ℄

L&R DITCH
+88
47.75'

L DITCH
+34
47.99'

L&R DITCH
+25
49.00'

L&R DITCH
+25
49.00'

FS: 10+28.35
FS: 10+31.46
RC: 10+63.96
LC: 10+96.46
NC: 11+28.96

49.17'	50.00'	49.41'	50.48'	49.46'	50.55'	49.43'	50.62'	49.41'	50.68'	49.39'	50.75'	49.53'	50.82'	49.74'	50.89'	49.95'	50.96'	50.19'	51.03'	50.46'	51.10'	50.72'	51.16'	50.95'	51.23'	50.95'	51.30'	50.95'	51.37'	50.98'	51.44'	50.87'	51.49'	50.74'	51.55'	50.61'	51.60'	50.48'	51.65'	50.31'	51.71'	50.12'	51.76'

10+00 10+50 11+00 11+50 12+00 12+50 13+00 13+50 14+00 14+50 15+00 15+25

SCALE:
HOR: 1"=50'
VER: 1"=5'

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PROJECT NO. 2015-004-ENG
SHEET NO. 9
SHEET 9 OF 28

PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: PLAN & PROFILE
SCALE: 1" = 50'
DATE: 5/14/20

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

1" 0 VERIFY SCALE

PROFESSIONAL ENGINEER SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
PLOT DATE 5/14/2020 5:16 PM
FILE NAME PP_HT

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NEW 22.0 LF of 18 in RCP
w/ 4:1 SD MES (x2) L

FIELD LOCATE TO
MATCH DRIVEWAY ALIGNMENT

NEW 4:1 SD MES – 18 in @ 20.0' L
NEW 4:1 SD MES – 18 in @ 20.0' L

WILLIAM S. LILLIOTT
PARCEL NO. 07541–100

DWAYNE & ALEXA REEVES
PARCEL NO. 07426–100
OR 770 PAGE 476

JOHN M & DEVYN CRUCE
PARCEL NO. 07426–000
OR 766 PAGE 307

RELOCATE FENCE
TO ROW

RELOCATE
MAILBOX

RELOCATE FENCE
TO ROW

+12
13.0' L

+32
13.0' L

ROW (60 FT)

6 FT CZ/SHOULDER

6 FT CZ/SHOULDER

tree line

CLEAR & GRUBB
TO ROW

RELOCATE
PHONE PEDESTAL

SECTION 19

SECTION 18

SILT FENCE TYPE III
300 LF R

RELOCATE FENCE
TO ROW

ROW (60 FT)

AC CLEAR

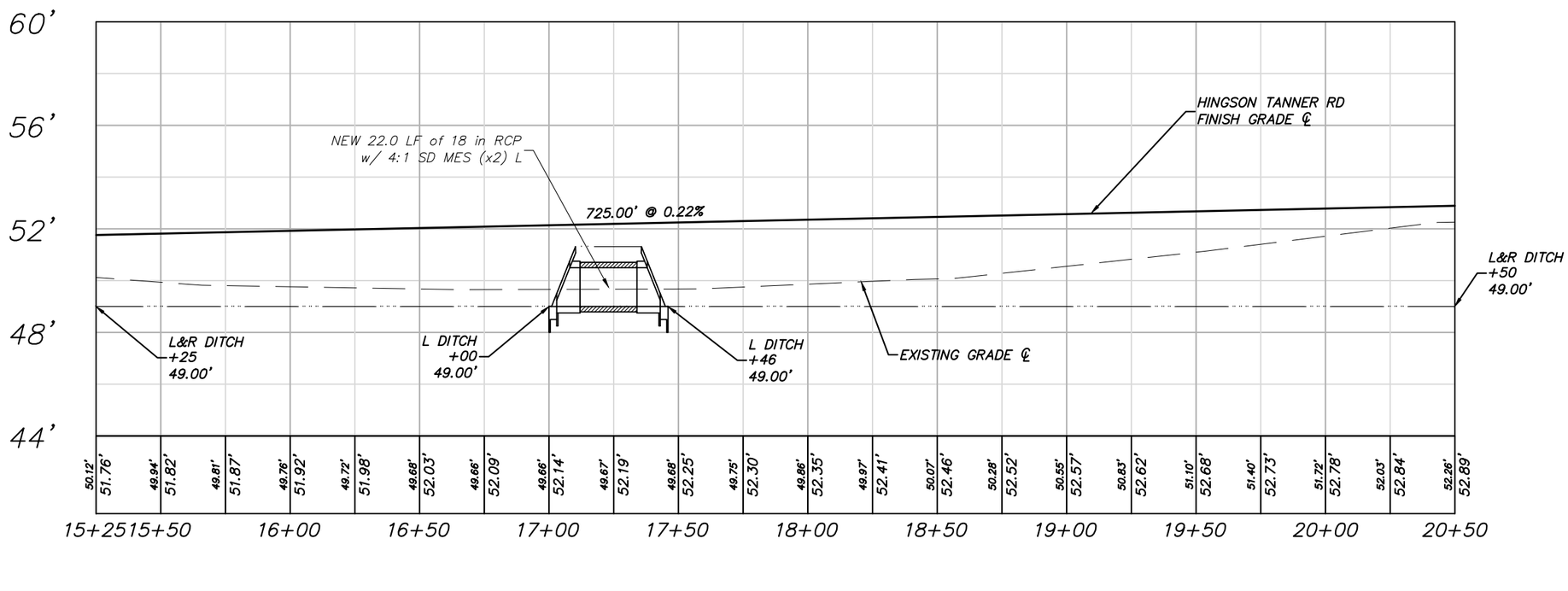
REMOVE TREE(S)
WITHIN LIMIT OF
DISTURBANCE

THOMAS & VELMA HINGSON
PARCEL NO. 07411–000
OR 142 PAGE 389

ZODIE HORTON, GUY & WILKIE GIBSON
PARCEL NO. 07525–000

ML – 1
STA: 15+25

0 50' 100'



SCALE:
HOR: 1"=50'
VER: 1"=5'

PROJECT NO. 2015-004-ENG
SHEET NO. 10
SHEET 10 OF 28

PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: PLAN & PROFILE
SCALE: 1" = 50'
DATE: 5/14/20

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

1" VERIFY SCALE 0

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JOHN M & DEVYN CRUCE
PARCEL NO. 07426-000
OR 766 PAGE 307

RELOCATE FENCE TO ROW

R/L SIDES:
CONNECT RELOCATED FENCING TO EXISTING

ROW (60 FT)

LOD

6 FT CZ/SHOULDER

REMOVE TREE(S) WITHIN LIMIT OF DISTURBANCE

THOMAS & VELMA HINGSON
PARCEL NO. 07411-000
OR 142 PAGE 389

8" WELL

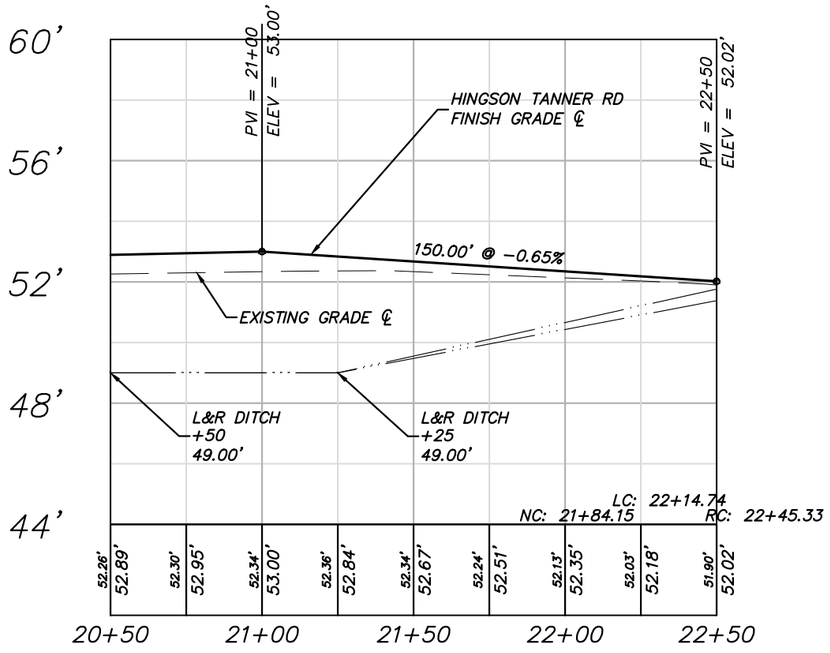
PROJECT END
STA 22+49.41

ML - 2
STA: 20+50

FAWN COUCH
PARCEL NO. 07413-050
OR 778 PAGE 26

W
S
Z
E

0 50' 100'



SCALE:
HOR: 1"=50'
VER: 1"=5'

PROJECT NO.	2015-004-ENG
PROJECT NAME	HINGSON TANNER RD
SHEET NO.	11
SHEET TITLE	PLAN & PROFILE
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC
DATE	5/14/20
SCALE	1" = 50'
SHEET 11 OF 28	

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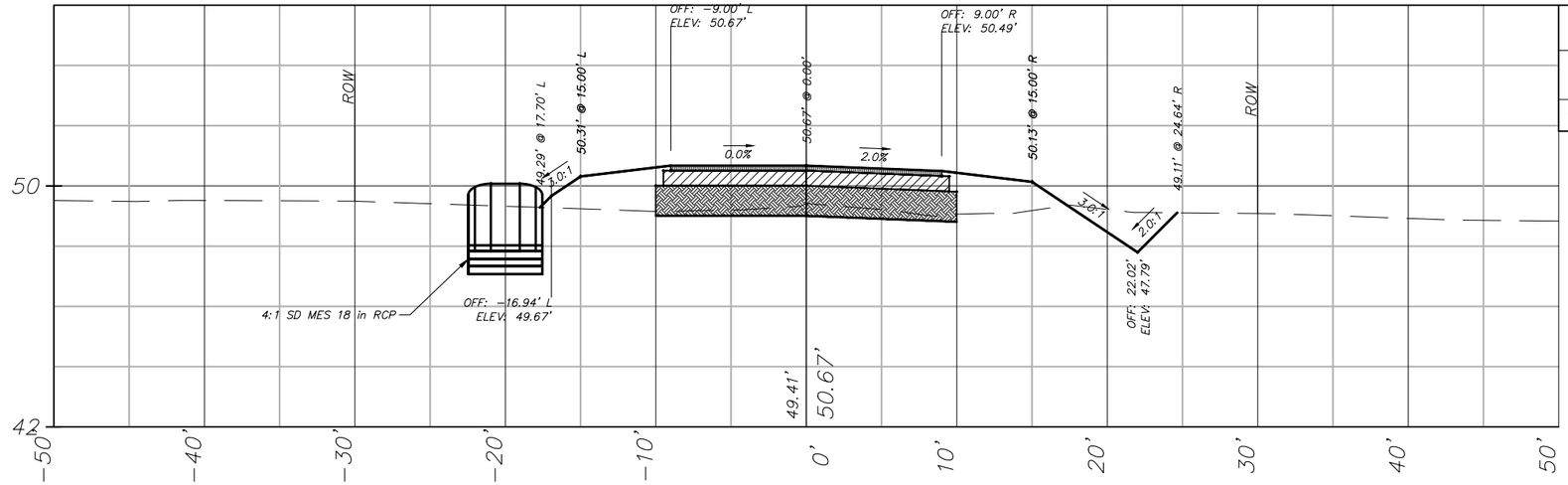
1" 0 VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

DATE	REVISION	PLOT DATE
		5/14/2020 5:16 PM

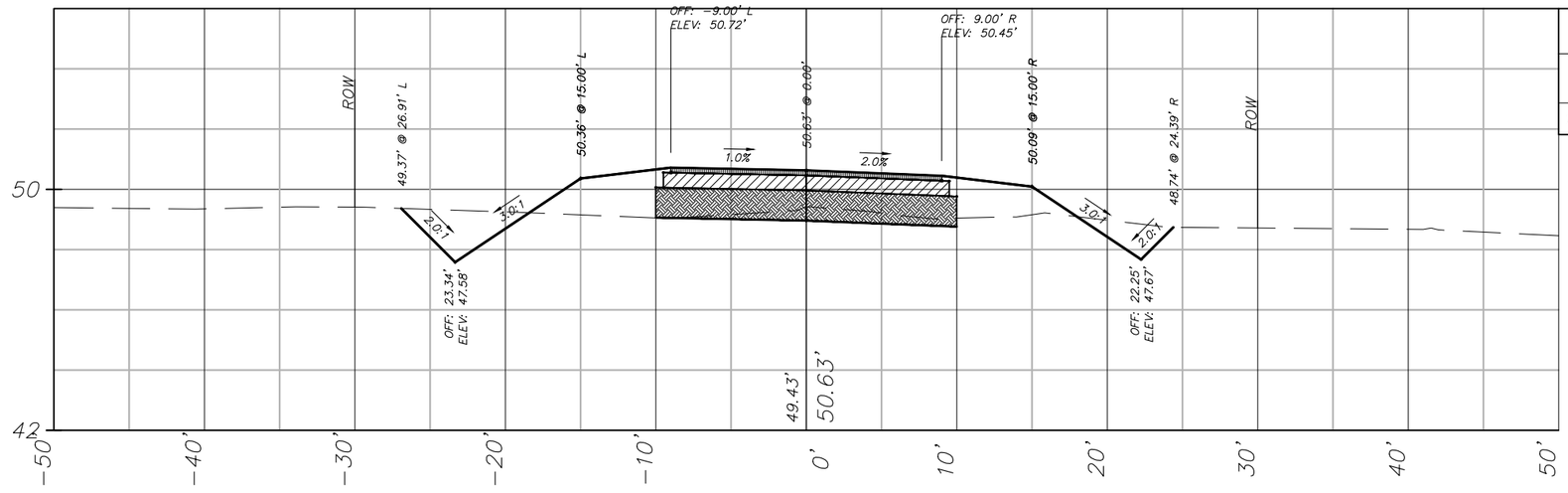
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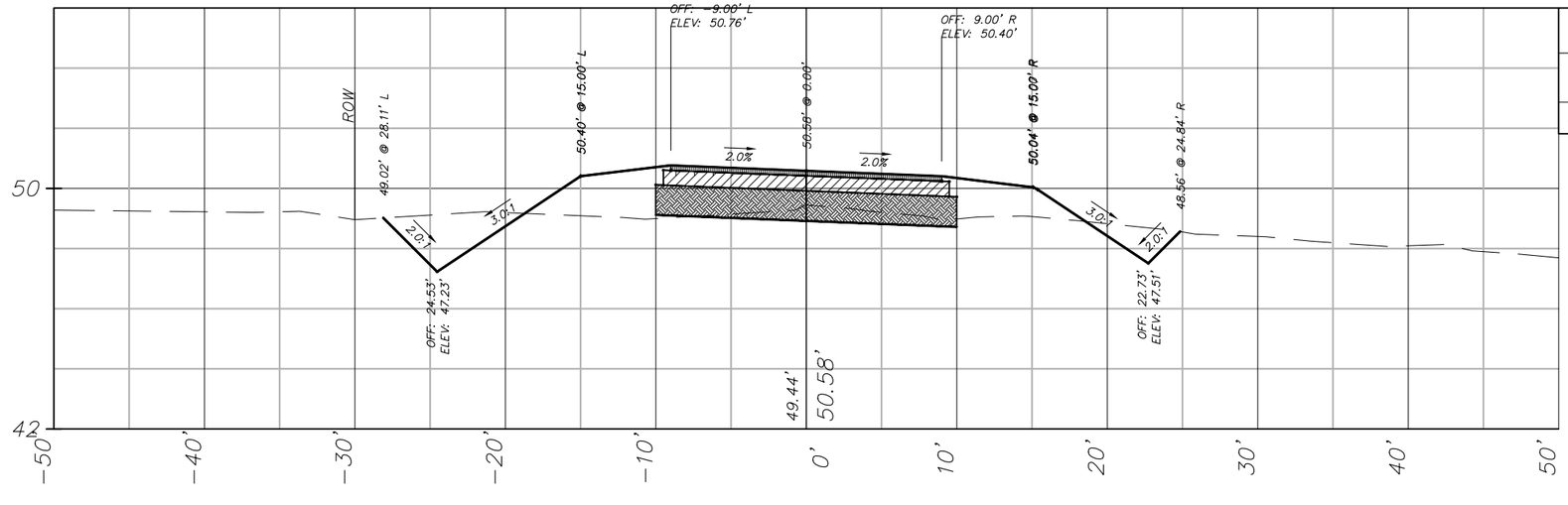
STATION 10+96.46

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
9.91	14.97	7.43	10.31	17	22	-4



STATION 10+80.21

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
16.10	16.18	9.78	11.19	10	11	-1



STATION 10+64

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
18.19	17.71	0.00	0.00	0	0	0

SCALE:
HOR: 1"=10'
VER: 1"=5'

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PROJECT NO. 2015-004-ENG
SHEET NO. 12
SHEET 12 OF 28

PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: CROSS SECTIONS
SCALE: H: 1" = 10'
DATE: 5/14/20

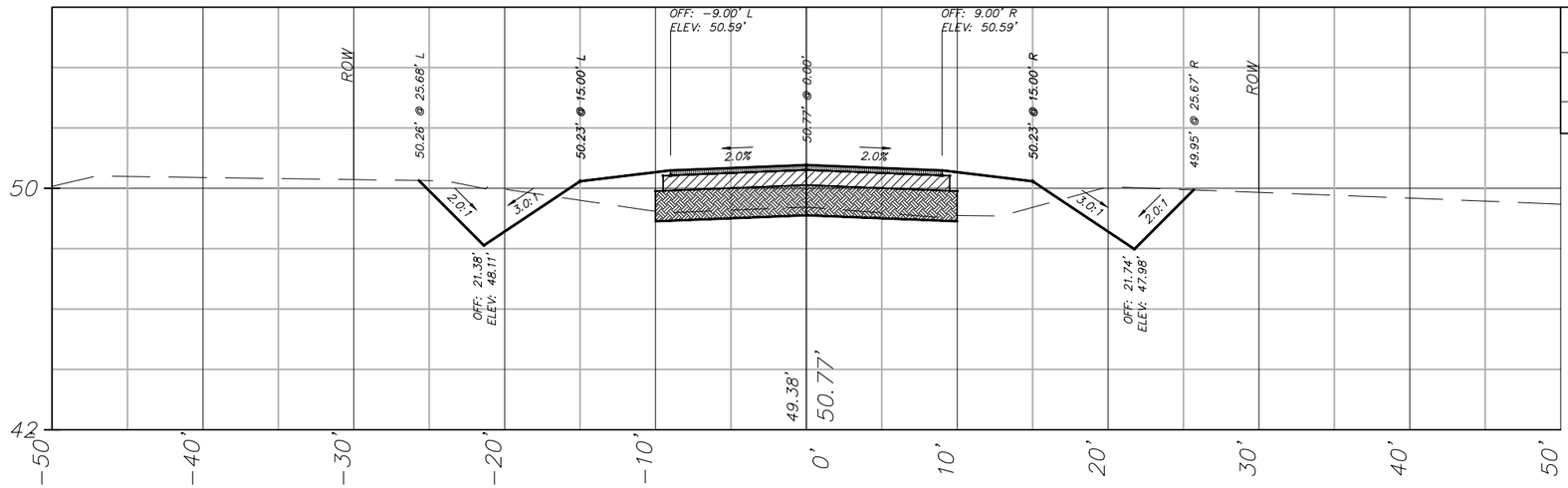
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
FILE NAME: XS - HT
PLOT DATE: 5/14/2020 5:17 PM

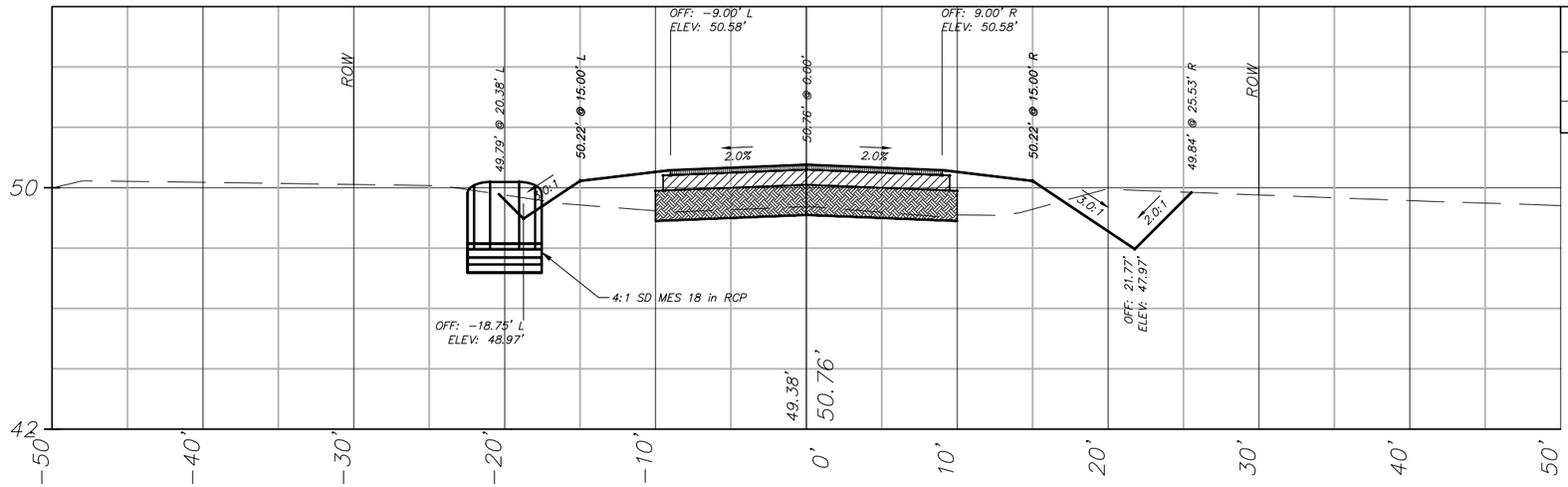
1" 0 VERIFY SCALE

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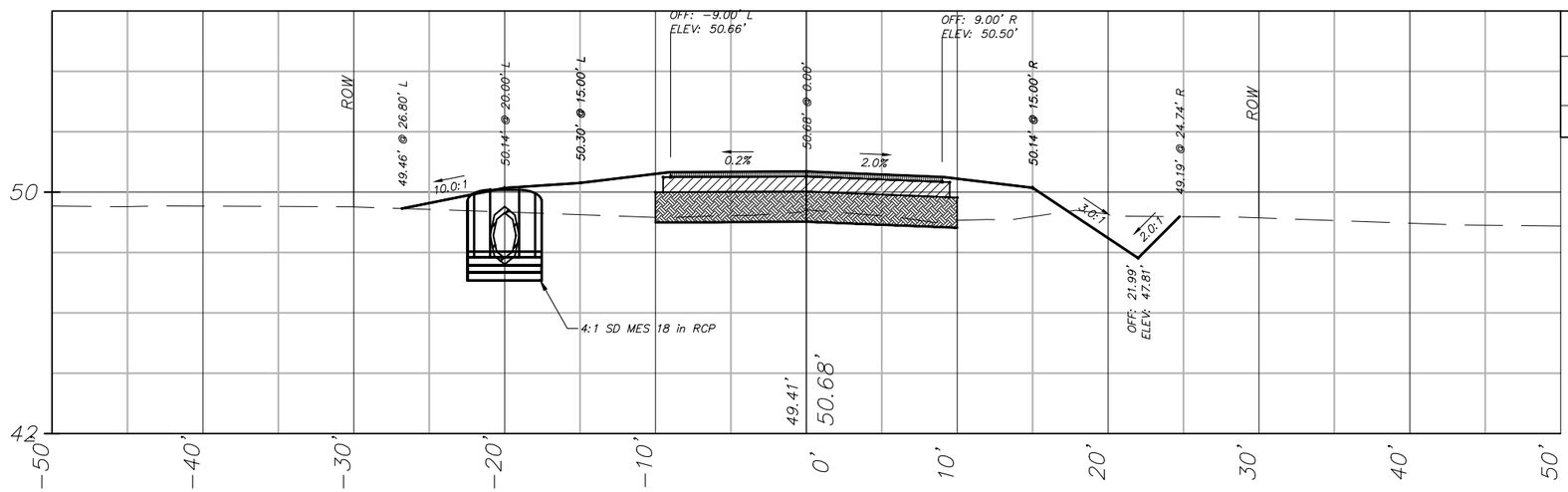
STATION 11+32.51

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
22.98	12.30	2.35	1.85	34	46	−12



STATION 11+28.96

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
14.65	13.23	12.69	20.00	31	44	−13



STATION 11+00

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
10.25	20.66	1.25	2.57	18	24	−6

SCALE:
HOR: 1”=10’
VER: 1”=5’

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO. 2015-004-ENG
SHEET NO. 12
SHEET 12 OF 28

PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: CROSS SECTIONS
SCALE: H: 1" = 10'
DATE: 5/14/20

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

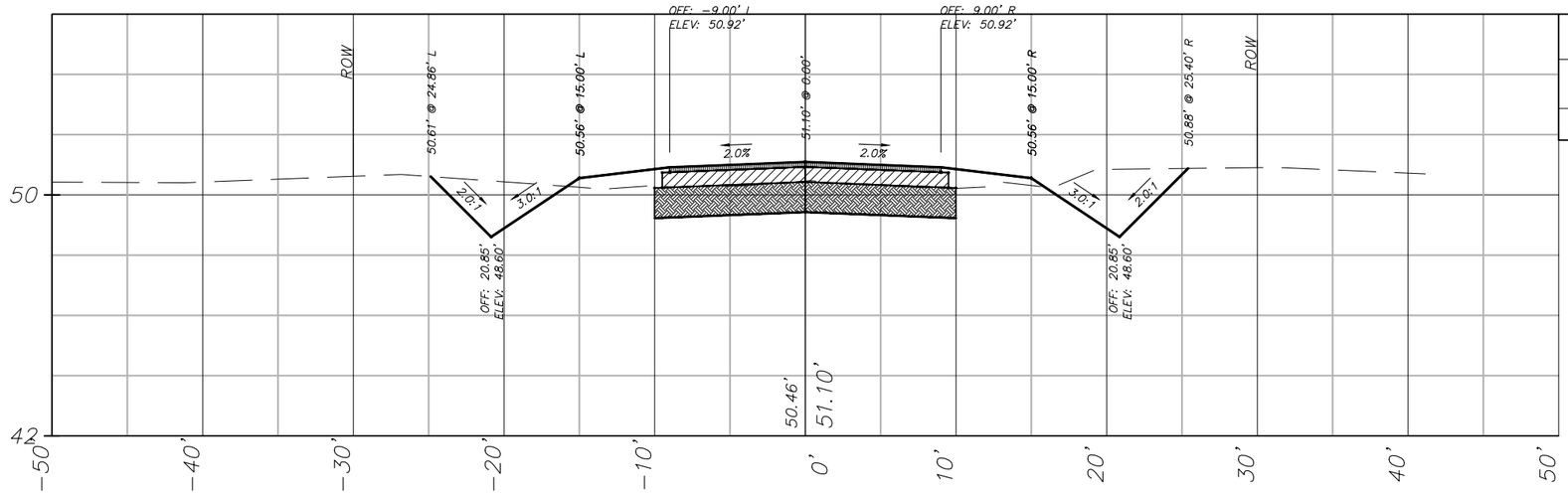
SEAL
KENNETH R. DUDLEY
58014

REVISION

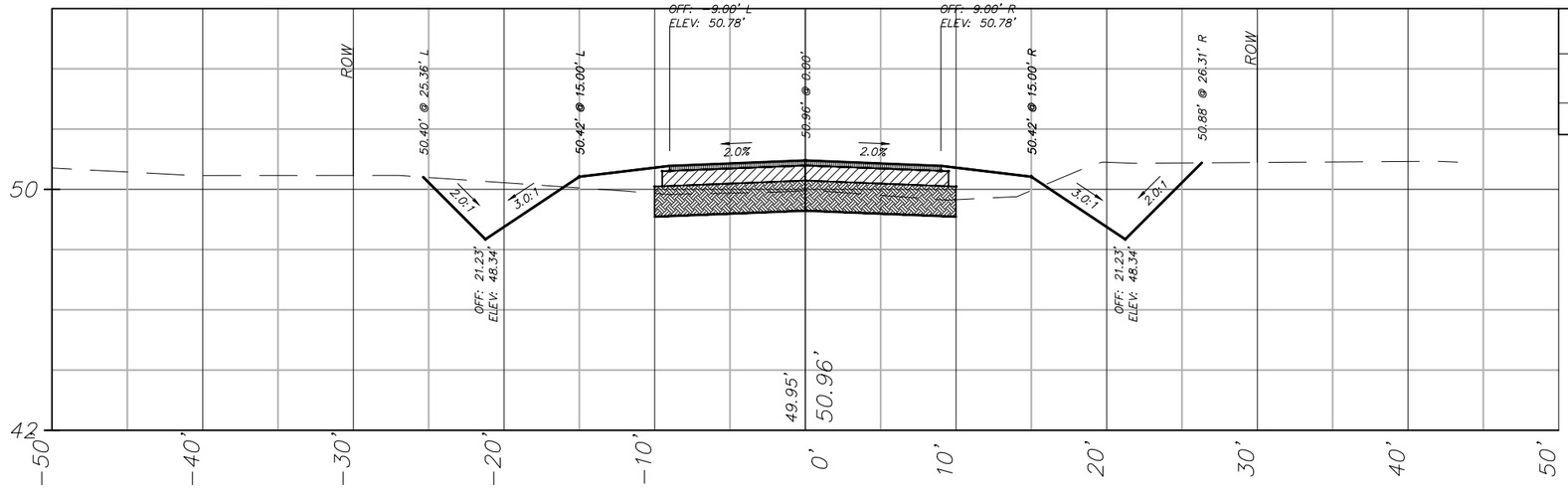
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FILE NAME: X5 - HT
PLOT DATE: 5/14/2020 5:17 PM

1" 0 VERIFY SCALE

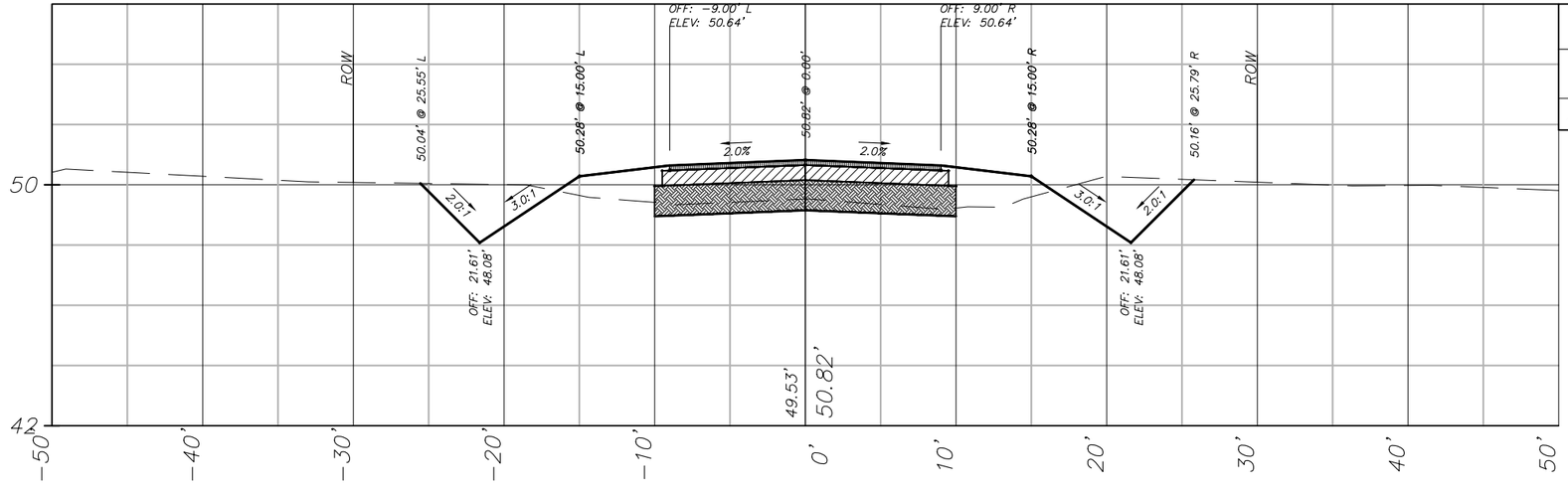
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



STATION 12+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
39.18	4.51	66.03	12.33	169	86	84



STATION 12+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
35.88	7.60	54.70	19.03	103	73	30



STATION 11+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
26.30	11.09	15.16	8.33	49	54	-6

SCALE:
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VER: 1"=5'

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PROJECT NO. 2015-004-ENG
SHEET NO. 13
SHEET 13 OF 28

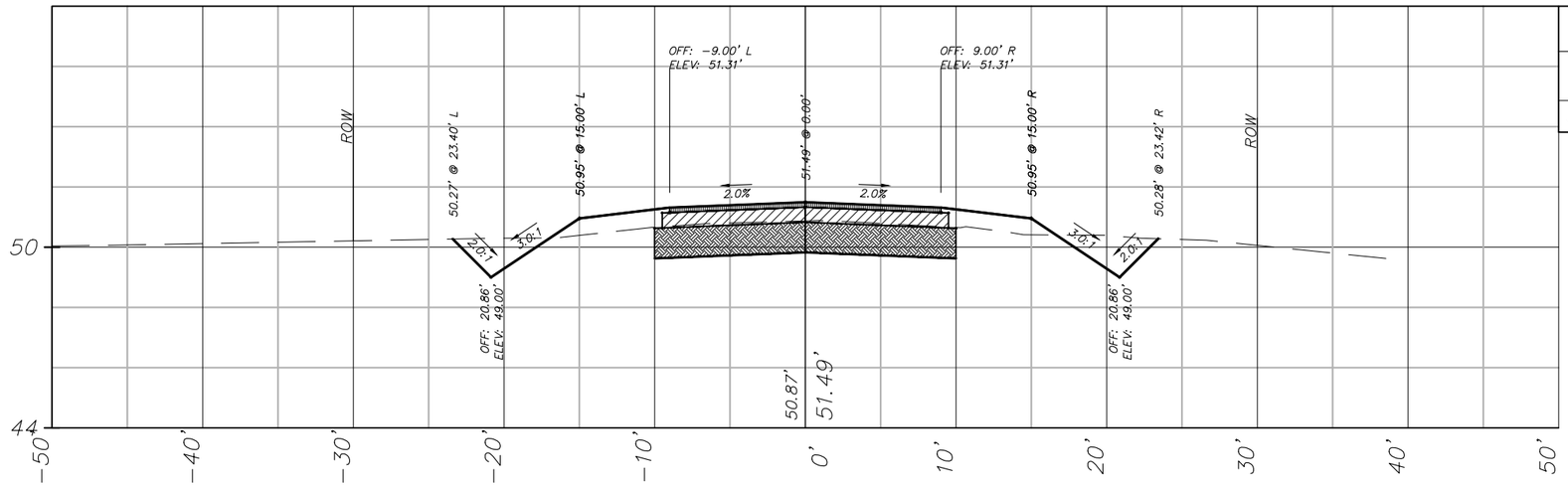
PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: CROSS SECTIONS
SCALE: H: 1" = 10'
DATE: 5/14/20

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

SEAL
KENNETH R. DUDLEY
58014

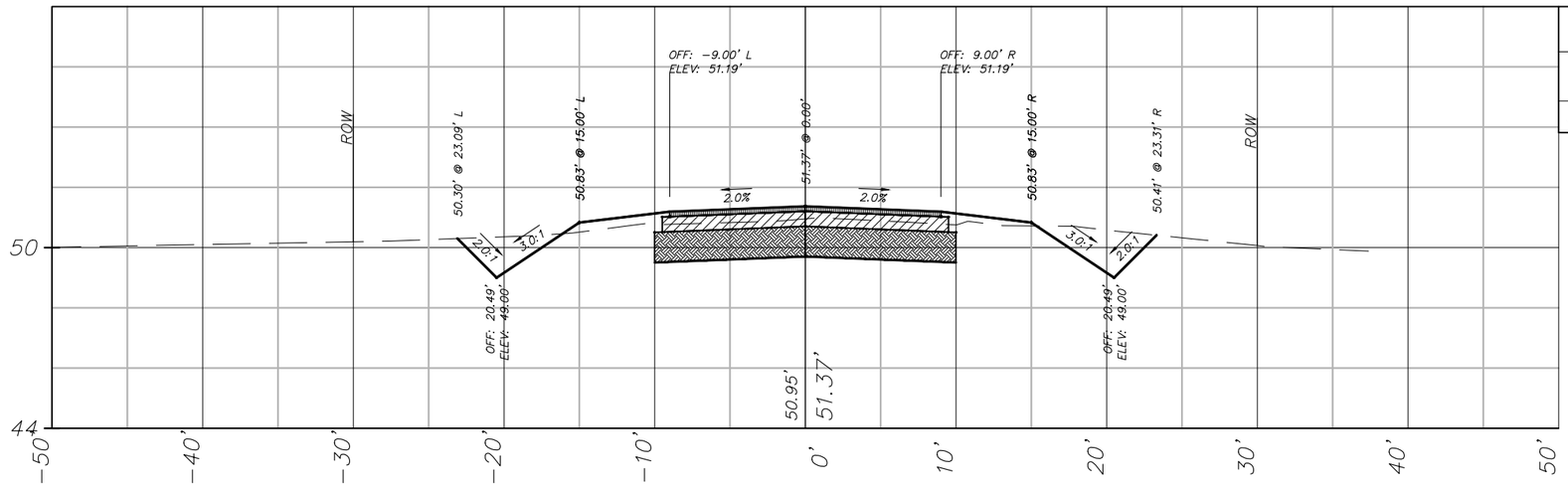
REVISION
DATE
PLOT DATE: 5/14/2020 5:17 PM
FILE NAME: XS - HT

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.



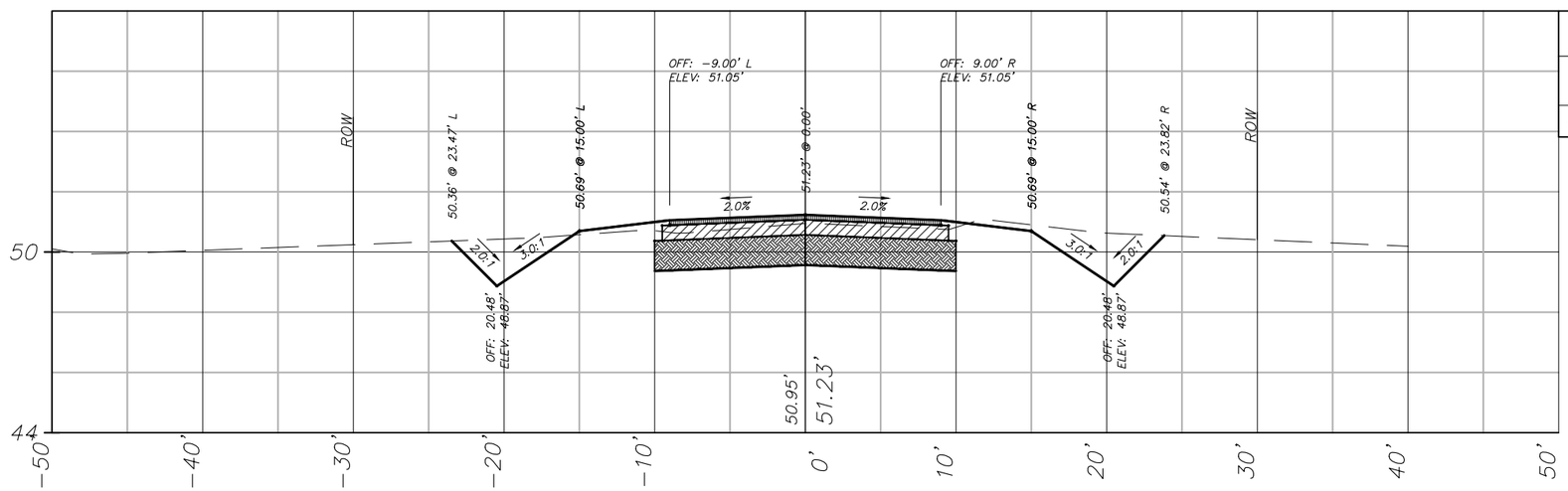
STATION 14+00

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
30.01	6.64	58.16	9.61	367	105	263



STATION 13+50

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
36.11	2.79	68.61	3.87	309	95	214



STATION 13+00

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
41.90	1.01	71.32	5.62	241	91	149

SCALE:
HOR: 1"=10'
VER: 1"=5'

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PROJECT NO. 2015-004-ENG
SHEET NO. 14
SHEET 14 OF 28

PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: CROSS SECTIONS
DATE: 5/14/20
SCALE: H: 1" = 10'

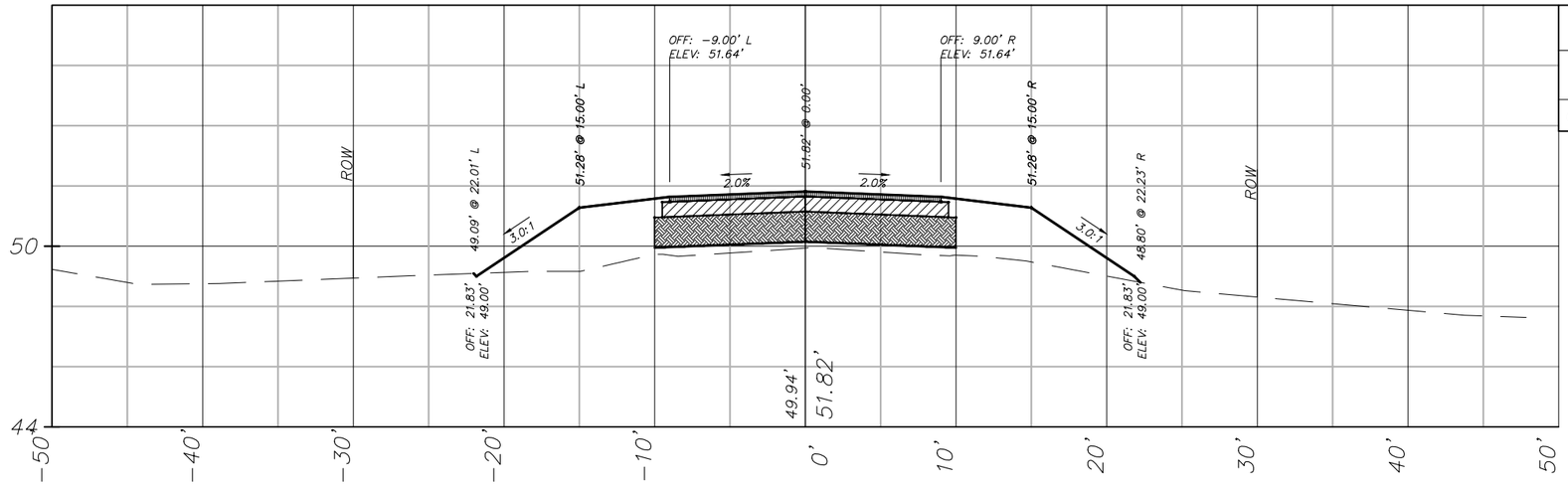
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

1" 0 VERIFY SCALE

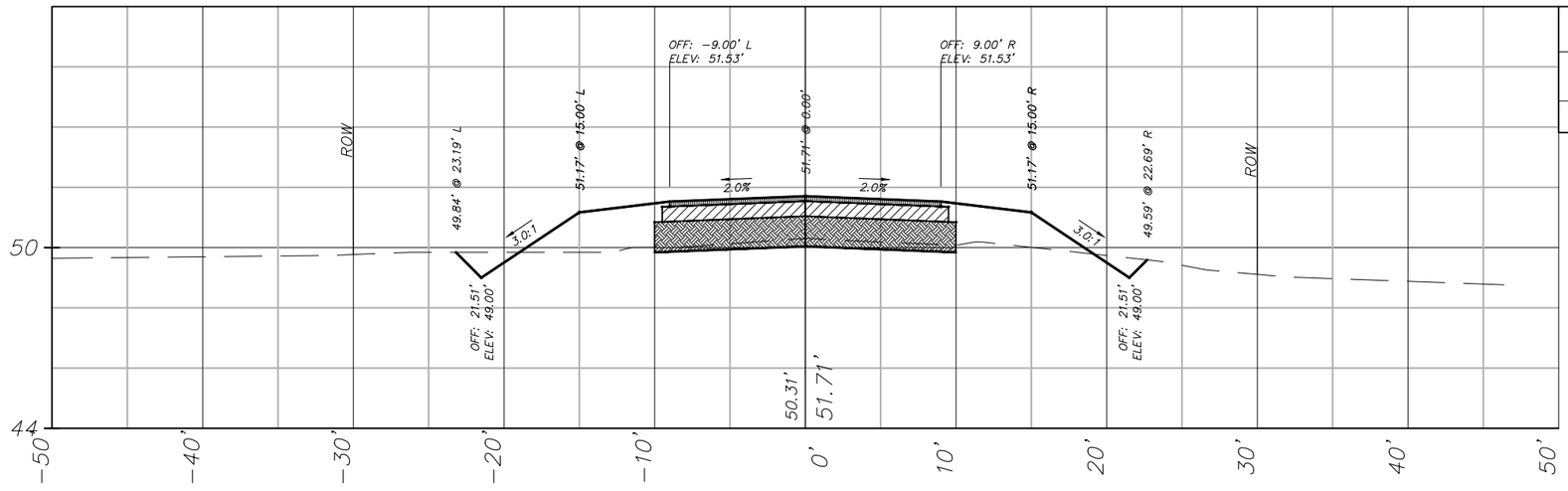
SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
FILE NAME: X5 - HT
PLOT DATE: 5/14/2020 5:17 PM

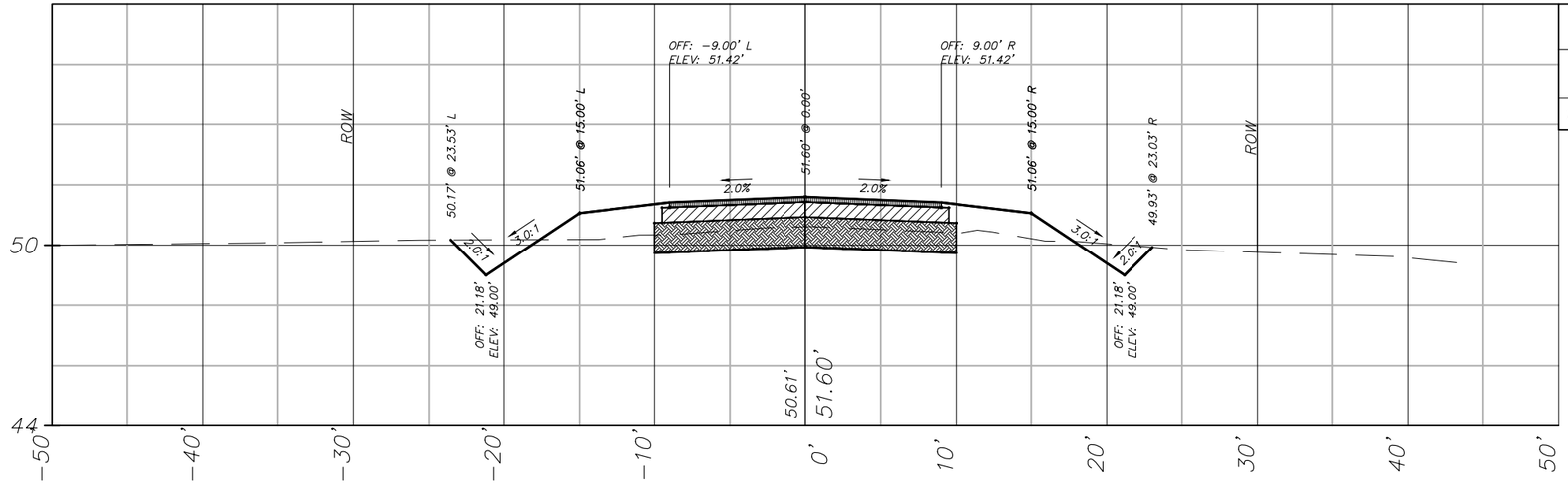
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



STATION 15+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
0.02	37.60	6.42	56.74	441	210	231



STATION 15+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
7.27	18.11	23.44	29.95	434	153	281



STATION 14+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
19.37	11.29	43.44	18.27	411	123	288

SCALE:
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1" 0 VERIFY SCALE

PROJECT NO.	2015-004-ENG
PROJECT NAME	HINGSON TANNER RD
SHEET NO.	15
SHEET TITLE	CROSS SECTIONS
SHEET	15 OF 28
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC
DATE	5/14/20
SCALE	H: 1" = 10'

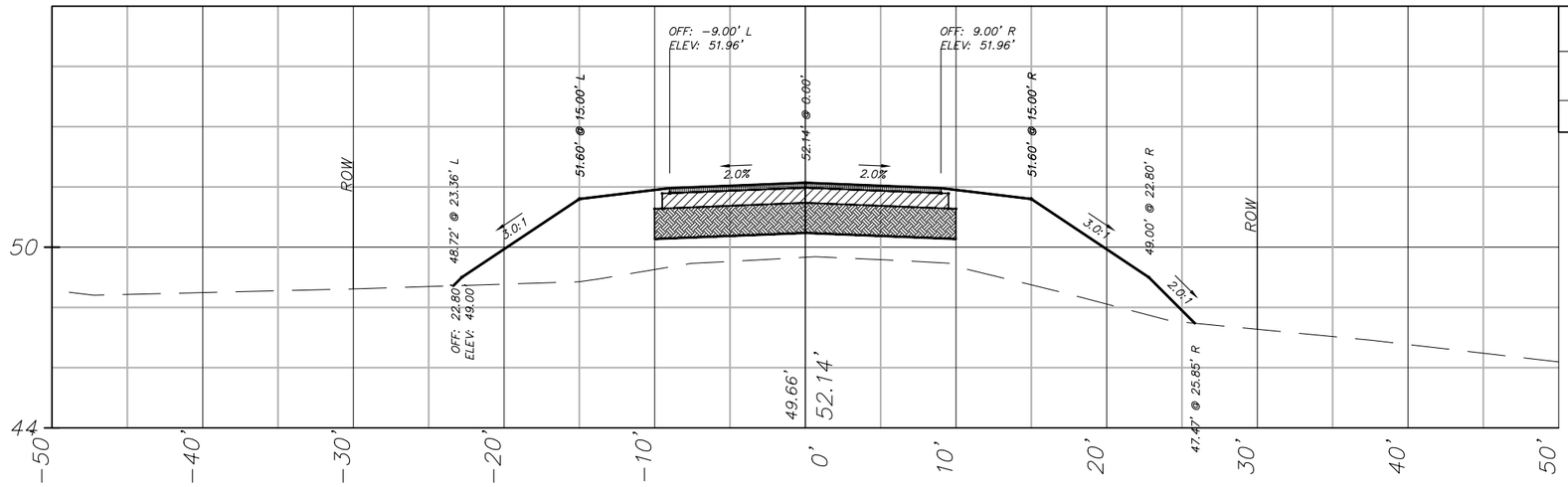
SEAL
KENNETH R. DUDLEY
58014

REVISION

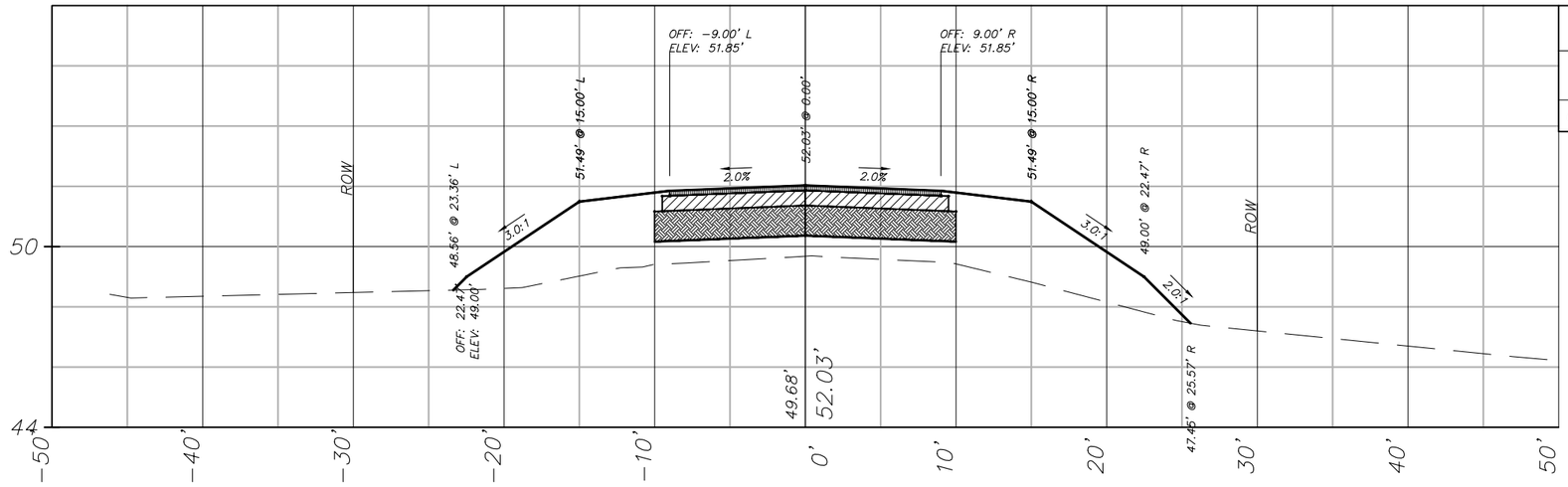
DATE	
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PLOT DATE 5/14/2020 5:17 PM
FILE NAME XS - HT

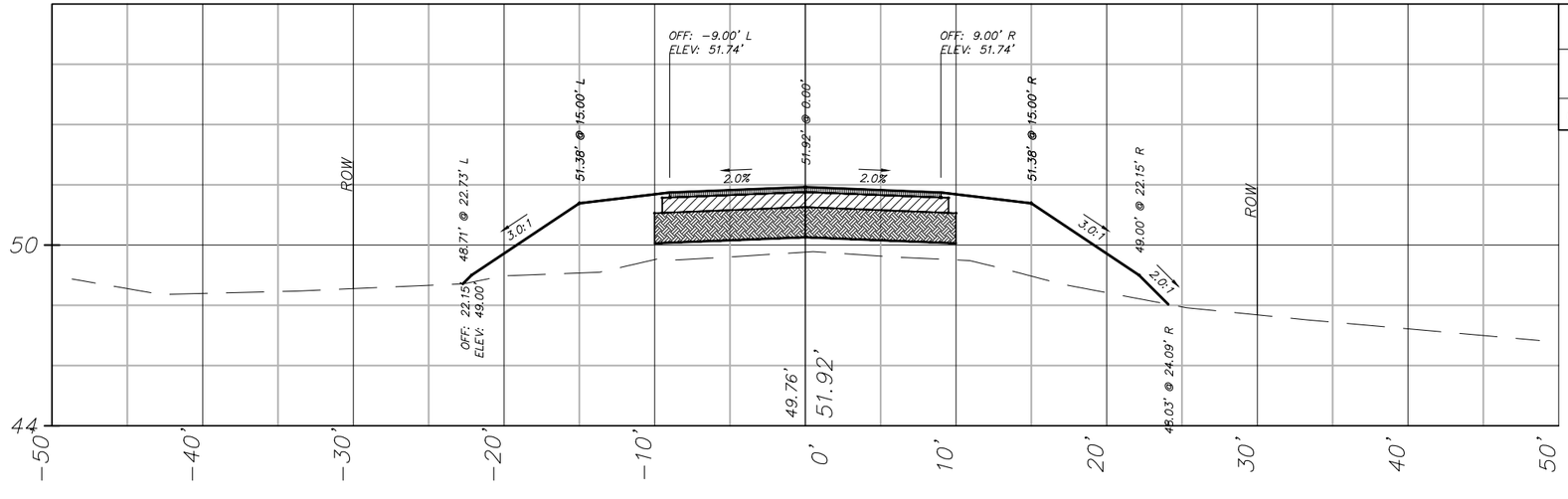
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



STATION 17+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
0.00	73.36	0.00	142.61	441	569	−129



STATION 16+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
0.00	66.65	0.00	123.36	441	427	14



STATION 16+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
0.00	54.47	0.02	93.77	441	303	137

SCALE:
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PROJECT NO. 2015-004-ENG
SHEET NO. 16
SHEET 16 OF 28

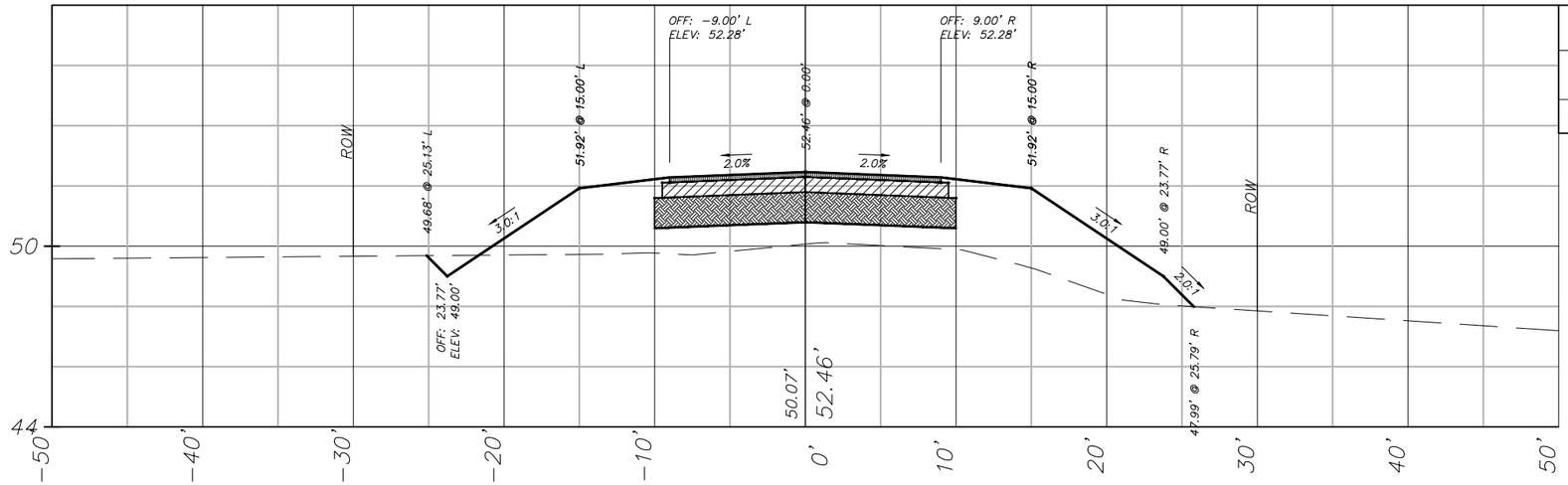
PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: CROSS SECTIONS
SCALE: H: 1" = 10'
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
DATE: 5/14/20
APPROVED BY: BOCC

SEAL
KENNETH R. DUDLEY
58014

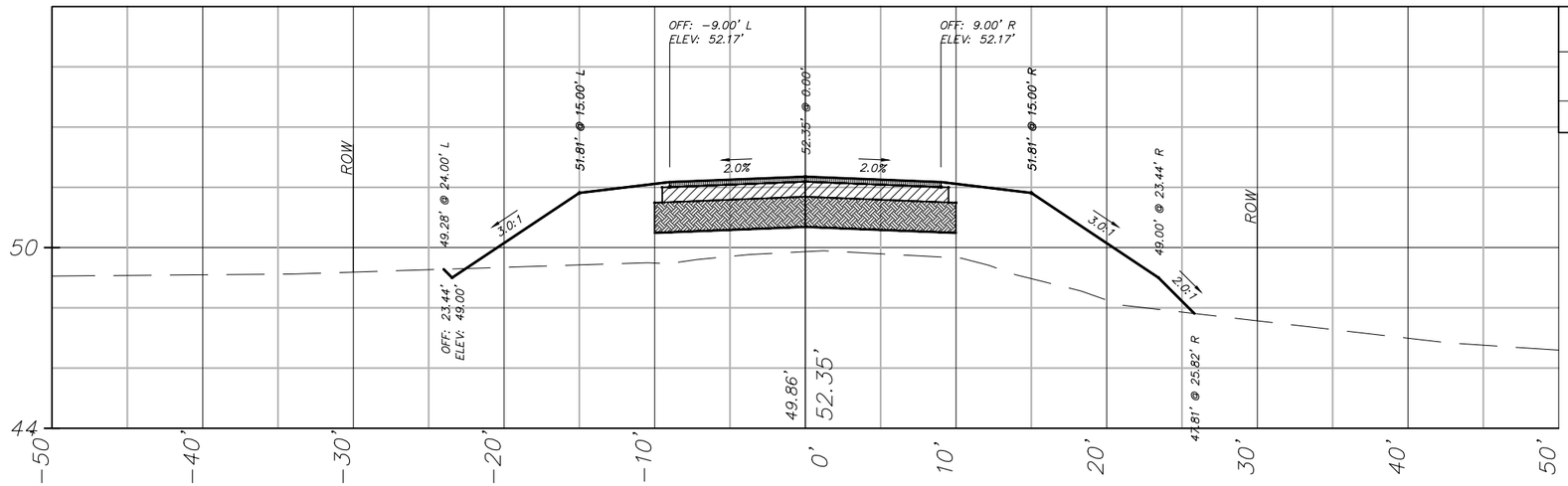
REVISION
DATE
PLOT DATE: 5/14/2020 5:17 PM
FILE NAME: X5 - HT

1" 0 VERIFY SCALE

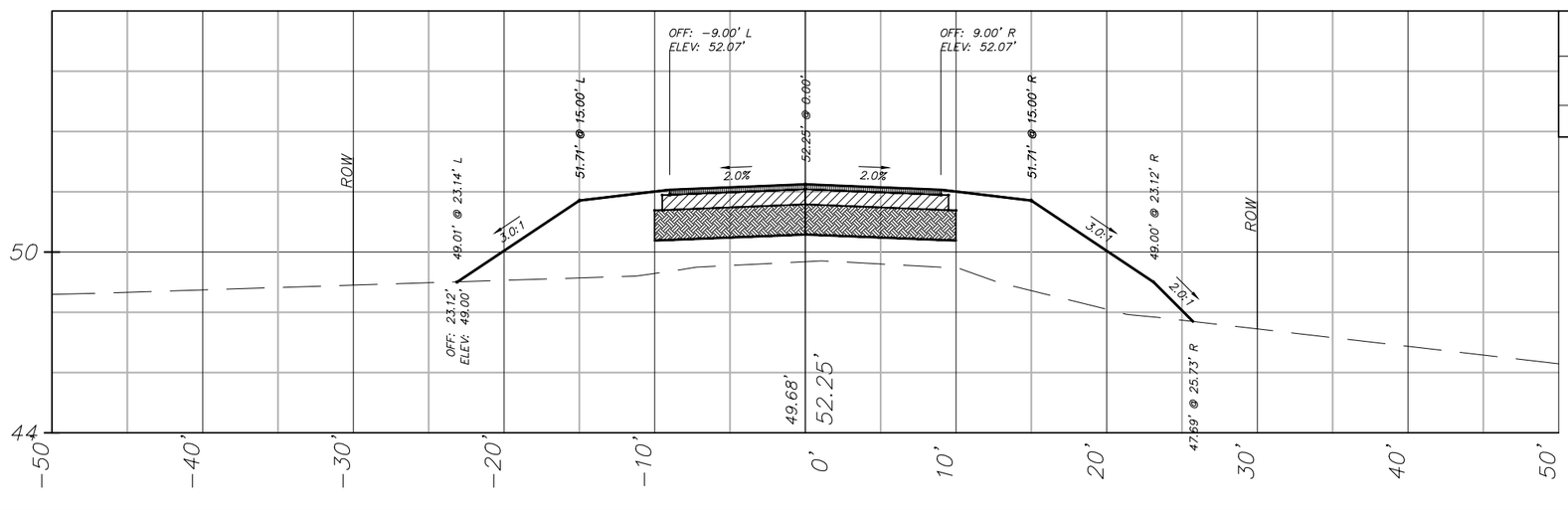
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



STATION 18+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
1.20	64.14	1.24	136.44	442	1,004	−562



STATION 18+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
0.21	69.81	0.19	147.17	441	867	−426



SCALE:
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VER: 1”=5’

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PROJECT NO. 2015-004-ENG
SHEET NO. 17
SHEET 17 OF 28

PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: CROSS SECTIONS
DATE: 5/14/20
SCALE: H: 1" = 10'

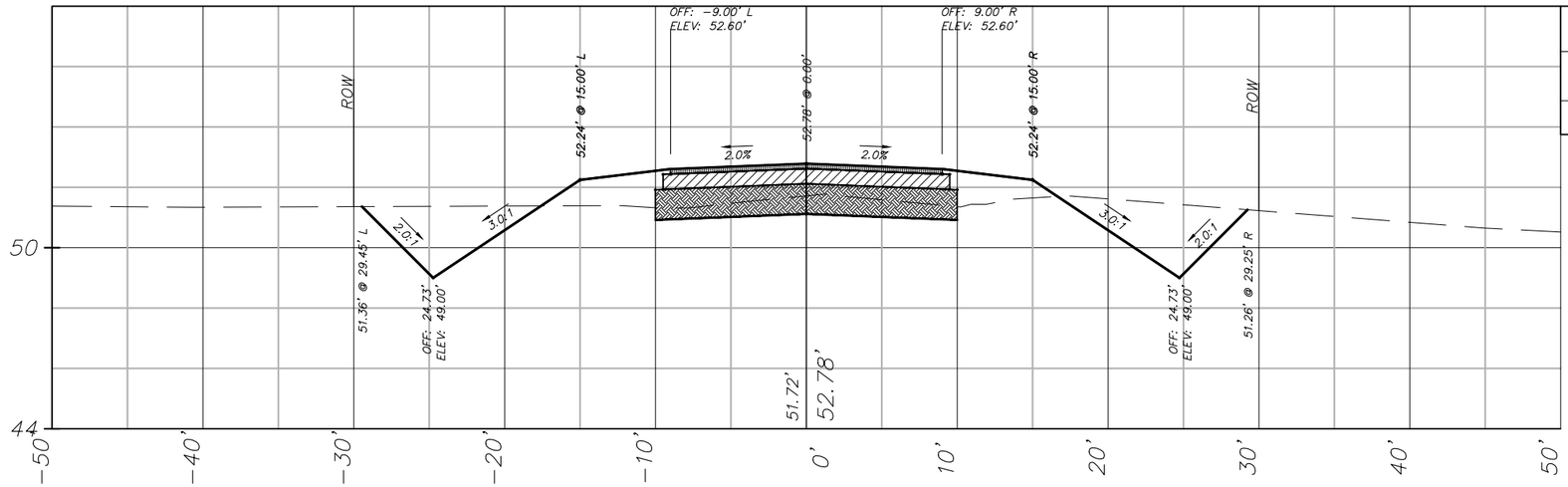
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

1" 0 VERIFY SCALE

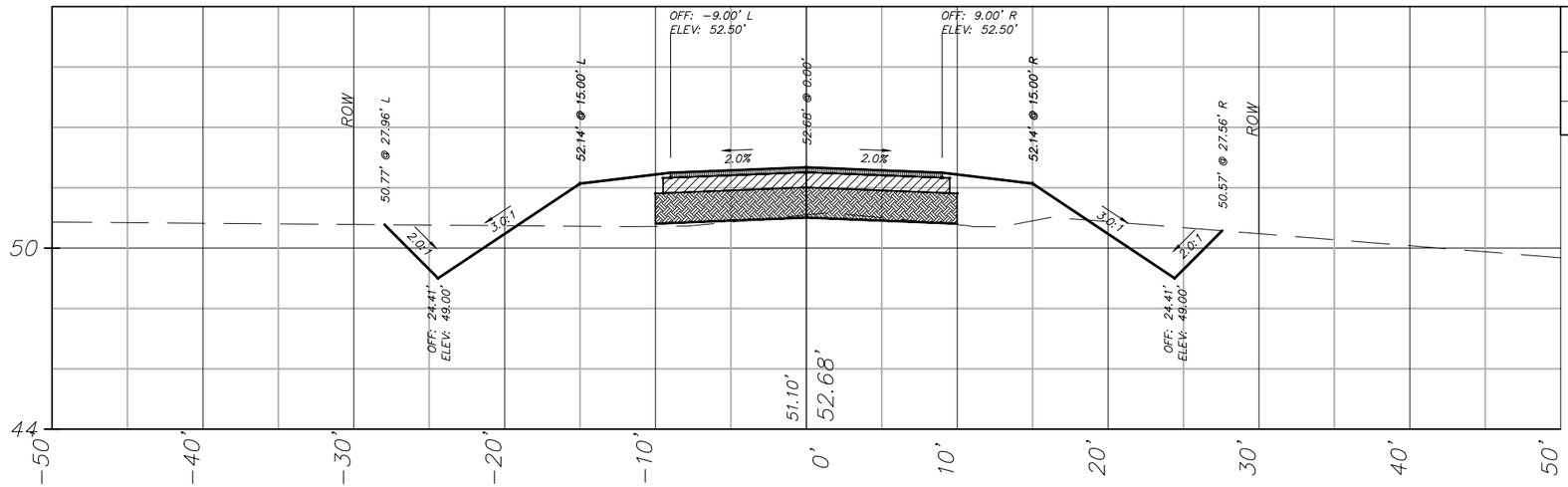
SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
FILE NAME: X5 - HT
PLOT DATE: 5/14/2020 5:17 PM

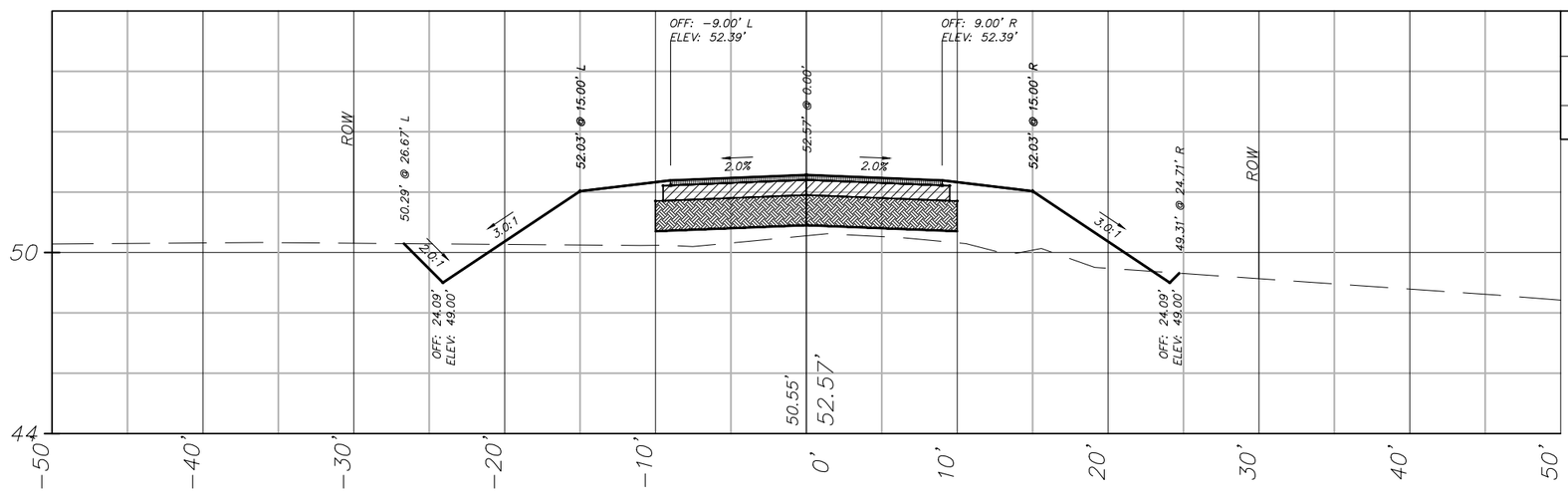
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



STATION 20+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
39.78	11.14	49.36	32.81	515	1,206	−692



STATION 19+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
16.34	21.07	18.23	63.01	465	1,174	−708



STATION 19+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
4.39	40.79	4.91	106.87	447	1,111	−664

SCALE:
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VER: 1”=5’

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PROJECT NO. 2015-004-ENG
SHEET NO. 18
SHEET 18 OF 28

PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: CROSS SECTIONS
DATE: 5/14/20
SCALE: H: 1" = 10'

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

SEAL
KENNETH R. DUDLEY
58014

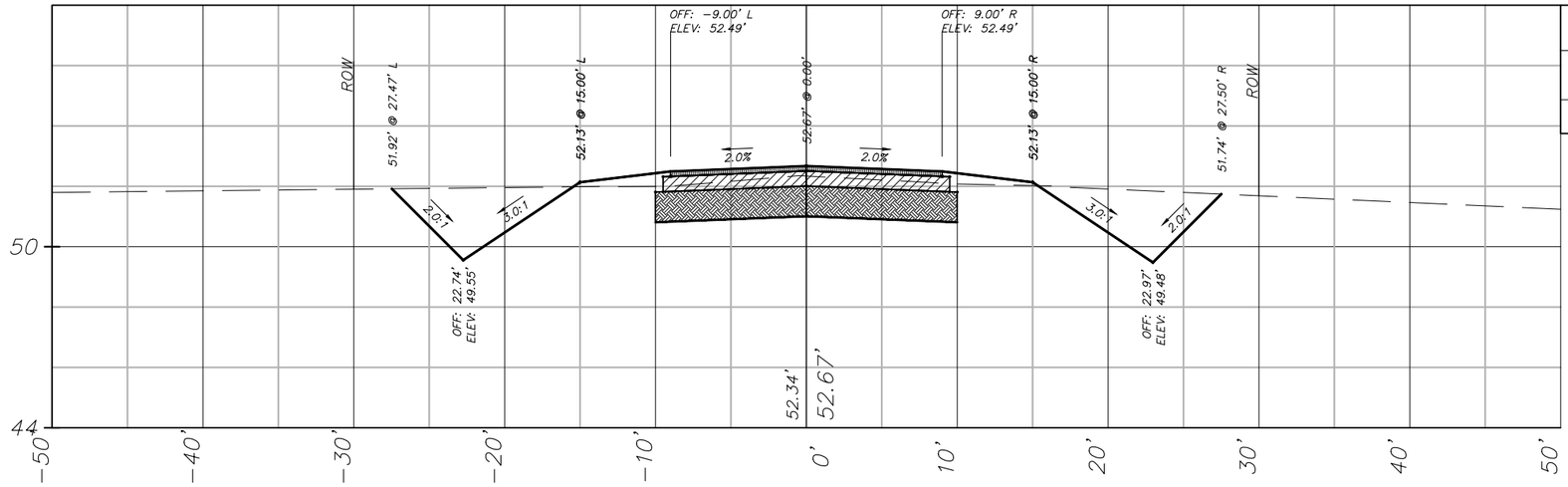
REVISION

DATE	REVISION
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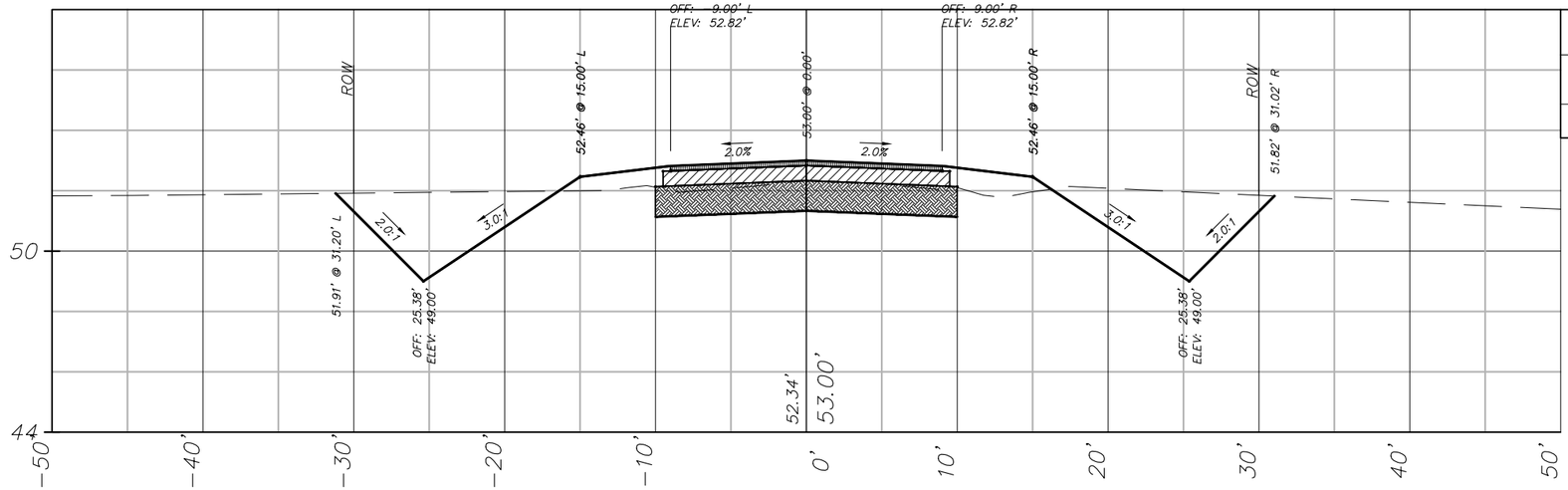
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FILE NAME: X5 - HT

1" 0 VERIFY SCALE

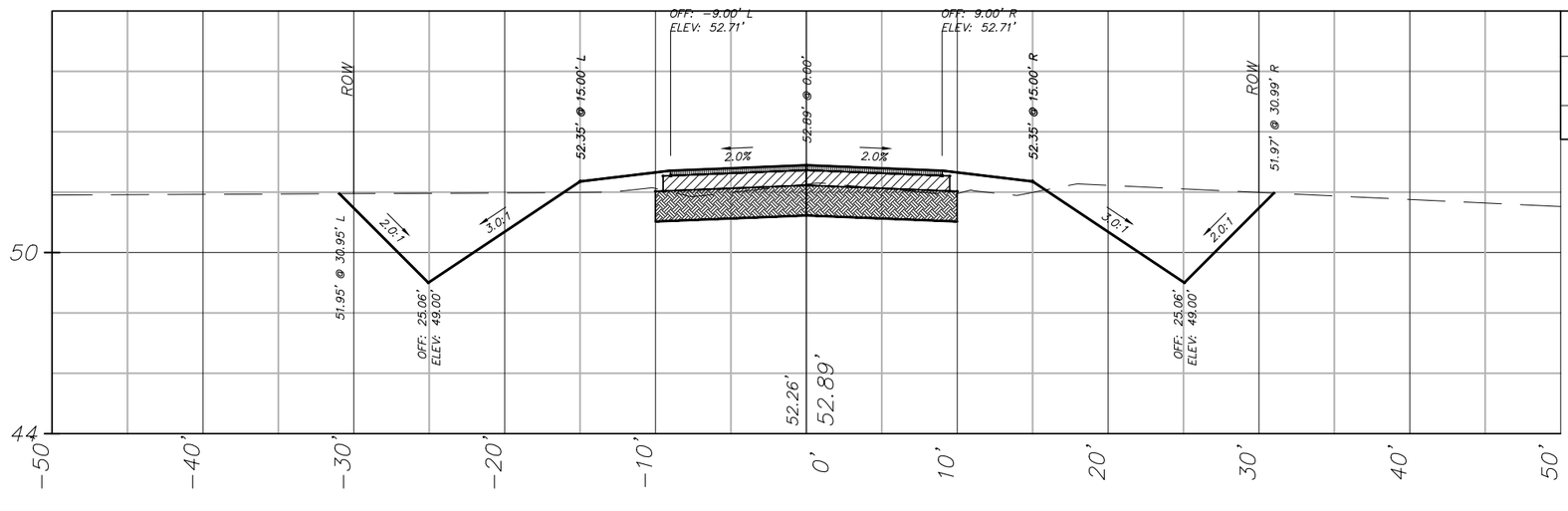
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



STATION 21+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
54.33	2.70	102.72	9.84	822	1,246	−423



STATION 21+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
62.45	6.96	112.44	12.49	720	1,236	−516



STATION 20+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
65.38	5.31	92.50	16.75	607	1,223	−616

SCALE:
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VER: 1"=5'

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PROJECT NO. 2015-004-ENG
PROJECT NAME HINGSON TANNER RD
SHEET NO. 19
SHEET TITLE CROSS SECTIONS
SCALE H: 1" = 10'
DATE 5/14/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
SHEET 19 OF 28

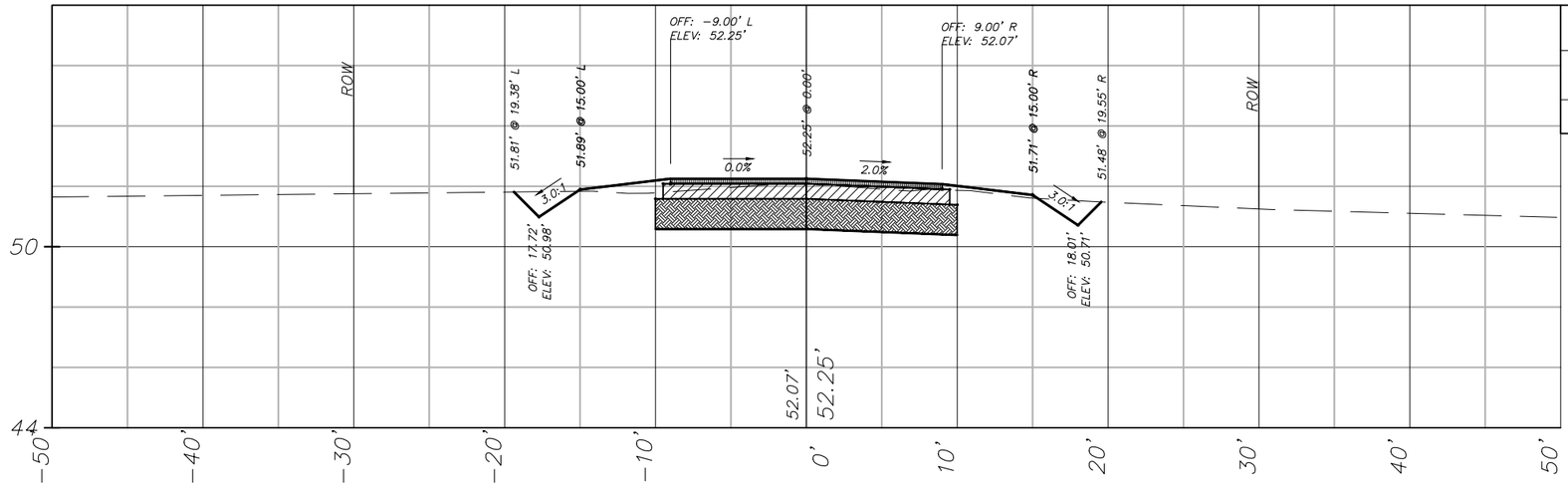
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

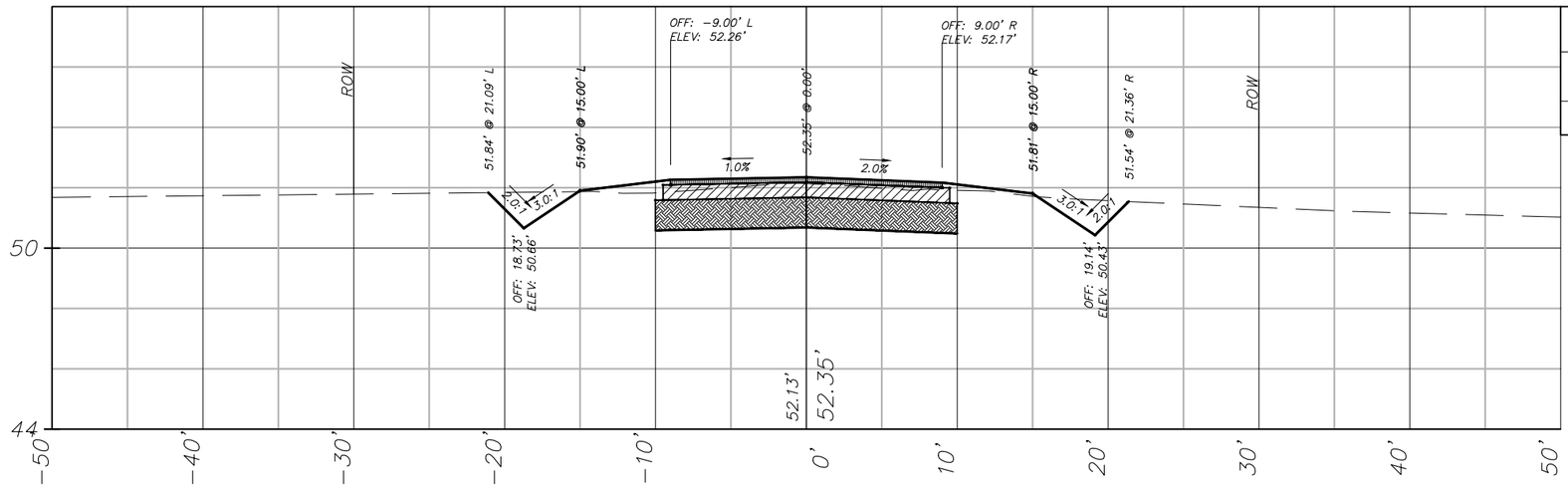
REVISION

DATE	FILE NAME	PLOT DATE
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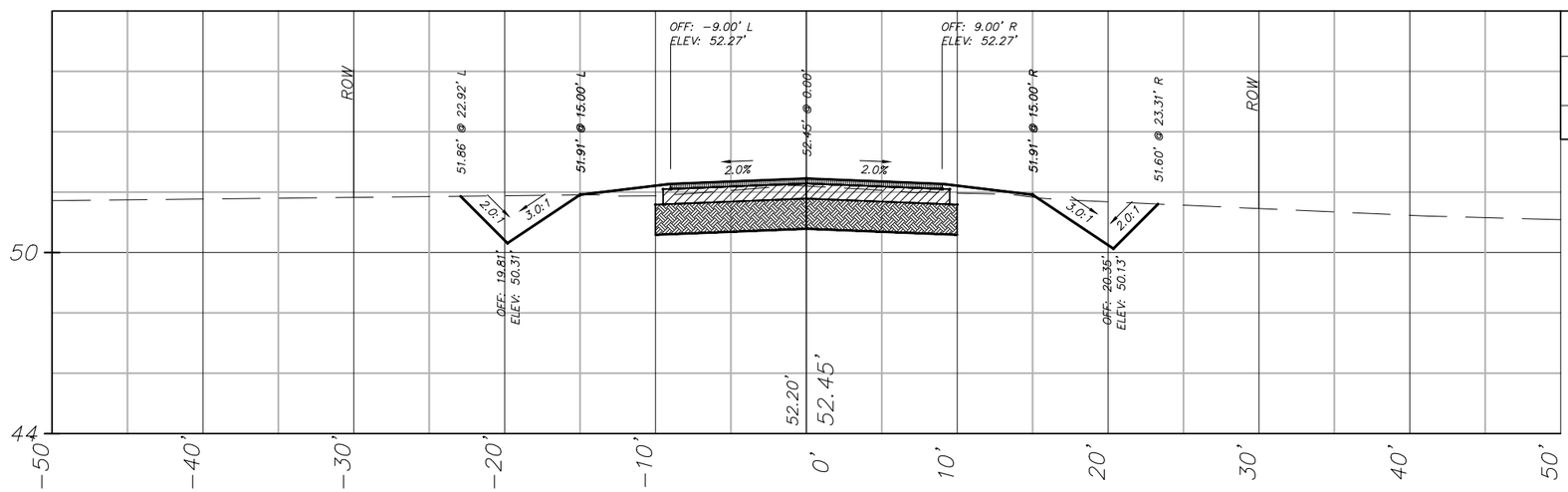
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



STATION 22+14.74						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
31.70	1.80	17.29	1.04	917	1,251	−333



STATION 22+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
34.96	1.65	20.86	1.04	900	1,250	−350



STATION 21+84.15						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
39.88	1.57	56.61	2.97	879	1,249	−370

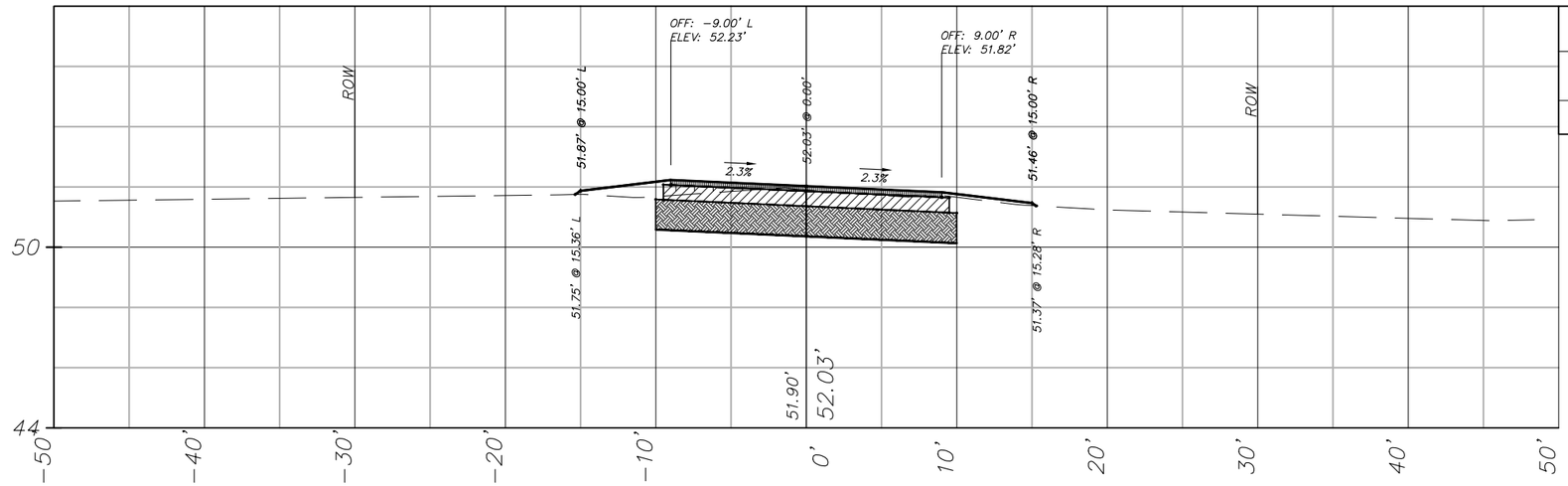
SCALE:
HOR: 1"=10'
VER: 1"=5'

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
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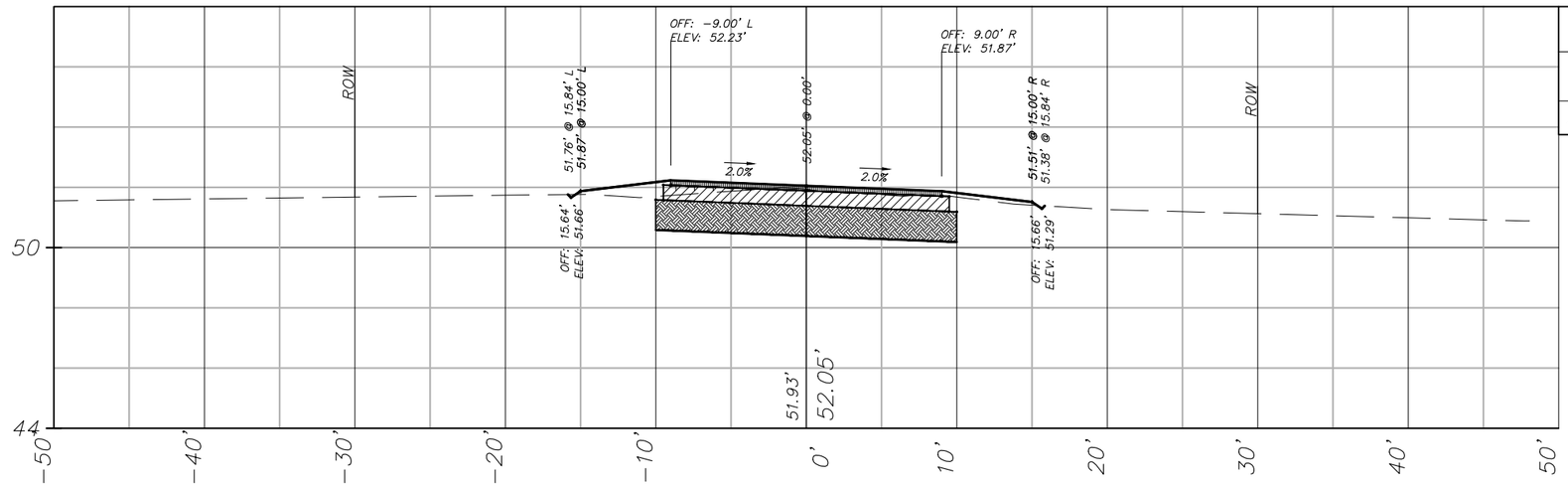
PROJECT NO.	2015-004-ENG
PROJECT NAME	HINGSON TANNER RD
SHEET NO.	20
SHEET	20 OF 28
SHEET TITLE	CROSS SECTIONS
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC
DATE	5/14/20
SCALE	H: 1" = 10'
SEAL	KENNETH R. DUDLEY 58014
REVISION	
DATE	
FILE NAME	X5 - HT
PLOT DATE	5/14/2020 5:18 PM

1" 0 VERIFY SCALE

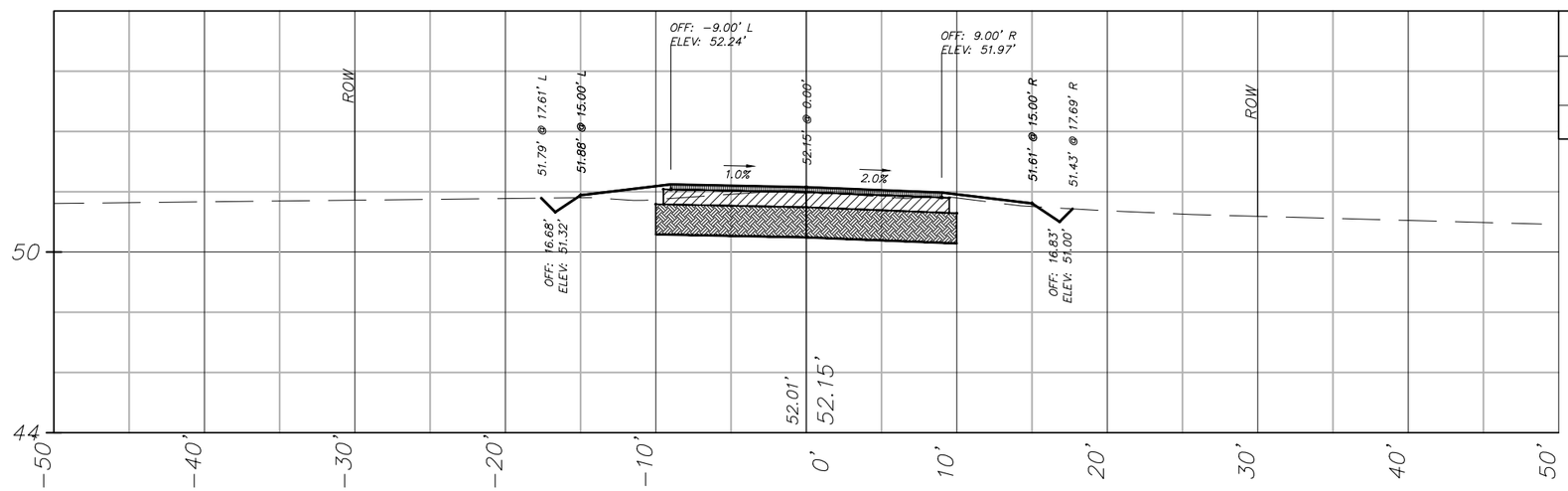
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



STATION 22+49.41						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
28.80	2.20	4.14	0.37	954	1,254	−300



STATION 22+45.33						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
28.86	2.26	15.74	1.34	949	1,253	−304



STATION 22+30.04						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
29.65	2.03	16.51	1.19	934	1,252	−318

SCALE:
HOR: 1"=10'
VER: 1"=5'

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PROJECT NO. 2015-004-ENG
SHEET NO. 21
SHEET 21 OF 28

PROJECT NAME: HINGSON TANNER RD
SHEET TITLE: CROSS SECTIONS
SCALE: H: 1" = 10'
DATE: 5/14/20

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

1" 0 VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

REVISION

DATE	REVISION
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PLOT DATE: 5/14/2020 5:18 PM
FILE NAME: X5 - HT

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SIGN REMOVAL/RELOCATION CHART

STATION	SIDE	SIGN DESCRIPTION	ITEM NO.
11+58	RT	R2-1	700-1-60

SIGN INSTALLATION CHART

STATION	SIDE	SIGN DESCRIPTION	(ITEM NO.)
13+00	LT	W3-1, 30"x30", "STOP AHEAD"	700-1-11
13+00	RT	R2-1, 24"x30", "15 MPH"	700-1-11
22+00	RT	W1-1aR, 36"x36", "CURVE RIGHT" "10 MPH"	700-1-11

GENERAL NOTES:

1. IT SHOULD BE NOTED THAT EXISTING SIGNAGE REFLECTS INVENTORY DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE COUNTY ENGINEERING DIVISION.
2. FOR SIGN DETAILS USE THE MANUAL ON "STANDARD HIGHWAY SIGNS" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, CURRENT EDITION. SIZES SHALL MEET CURRENT MUTCD SIZES FOR "CONVENTIONAL ROADS."
3. SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THESE PLANS, THE TRAFFIC DESIGN STANDARDS, THE ELDER ROAD USERS PROGRAM, AND ADA REQUIREMENTS.
4. FDOT INDEX 700-101 NOTE NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE DRIVING LANE OR SIDEWALK WHICHEVER IS HIGHER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LENGTH OF THE COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION AND INSTALLATION.
6. THE PAVEMENT MARKINGS AT ALL EXISTING/PROPOSED INTERFACE LOCATIONS ARE TO MATCH IN TERMS OF ALIGNMENT AND COLOR UNLESS DIRECTED OTHERWISE BY THESE PLANS, THE COUNTY ENGINEERING DIVISION OR THE AUTHORIZED REPRESENTATIVE.
7. CONTRACTOR SHALL EXTEND ALL DOUBLE NO PASS MARKINGS 100 FEET FROM STOP BAR OR AS NOTED.
8. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS NOTED OTHERWISE IN THE PLANS.
9. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION, SOIL PLATE AND BRACKET IF REQUIRED TO COMPLY WITH FDOT INDEX 700-010 AND 700-120.
10. REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.
11. THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN HE HAS COMPLETED STOCKPILING THE ROADWAY SIGNS THAT ARE TO BE REMOVED FROM THE PROJECT. THESE SIGNS SHALL BE DELIVERED TO THE COUNTY PUBLIC WORKS DIVISION FACILITY ON US 27 AS PART OF THE OVERALL PROJECT COST. FAILURE TO INCLUDE THIS COST WILL NOT JUSTIFY A CHANGE ORDER.
12. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF D-SERIES AND DIRECTIONAL SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION. REFLECTIVITY SHALL BE FIELD VERIFIED BY CONTRACTOR AND DOCUMENTED IN PRESENCE OF ENGINEERING DIVISION OR OWNER'S AUTHORIZED REPRESENTATIVE.
13. ALL STREET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE WHITE BORDER WITH BLUE BACKGROUND AS COMPARED TO WHITE BORDER WITH GREEN BACKGROUND FOR "PUBLIC" SIGNS. D-3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY P	QUANTITY F	NOTE(S)
700-1-11	SIGN SINGLE-POST (<12 s.f.)	AS	3		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-010 & 700-101
700-1-50	SIGN EXISTING SINGLE-POST (RELOCATE)	AS	--		
700-1-60	SIGN EXISTING SINGLE-POST (REMOVE)	AS	1		SALVAGE TO OWNER
700-2-60	SIGN EXISTING MULTI-POST (RELOCATE)	AS	--		
705-10-1	OBJECT MARKER, TYPE 1	AS	--		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-109; OM1-3 YELLOW RETROREFLECTIVE PANEL
705-10-2	OBJECT MARKER, TYPE 2, 6"x12" VERTICAL DELINEATOR	AS	--		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-106; OM2-2V WHITE & YELLOW
705-10-3	OBJECT MARKER, TYPE 3	AS	--		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-106
705-10-4	OBJECT MARKER, TYPE 4	AS	--		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-109, OM4-3, RED RETROREFLECTIVE PANEL

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
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PROJECT NO. 2015-004-ENG
SHEET NO. S-1
SHEET 23 OF 28

PROJECT NAME HINGSON TANNER RD
SHEET TITLE SIGNAGE SCHEDULE
DATE 5/14/20
SCALE NTS

DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

SEAL KENNETH R. DUDLEY 58014

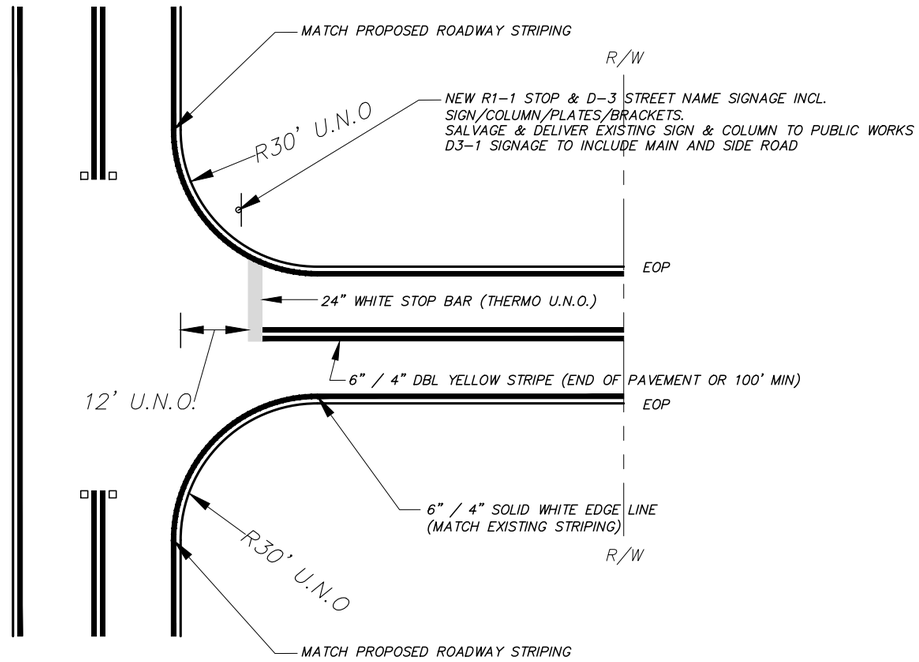
REVISION
DATE
PLOT DATE 5/14/2020 5:18 PM
FILE NAME C&QTO_HT

1" 0 VERIFY SCALE

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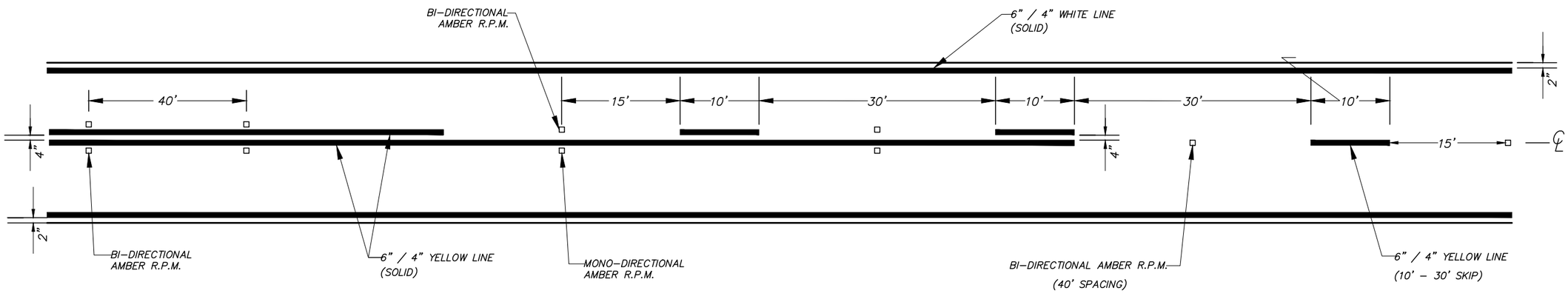
NO PASSING ZONE CHART

NO PASSING ZONE NO.	NORTH/EAST BOUND		WEST/SOUTH BOUND	
	FROM	TO	FROM	TO
1	10+64	22+49		
2			22+49	10+64
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				



SIDE ROAD SIGNAGE/MARKING DETAIL

NTS



STANDARD STRIPING DETAIL

NTS

NOTE:

WHITE EDGE STRIPE AND R.P.M. ARE NOT INCLUDED IN THIS PROJECT FROM STA 10+64 TO STA 22+49.

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PROJECT NO. 2015-004-ENG
SHEET NO. S-2
SHEET 24 OF 28
PROJECT NAME HINGSON TANNER RD
SHEET TITLE STRIPING PLAN
SCALE NTS
DATE 5/14/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" 0 VERIFY SCALE
SEAL KENNETH R. DUDLEY 58014
REVISION
DATE
PLOT DATE 5/14/2020 5:18 PM
FILE NAME C&QTO_HT

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PARCEL NO. 07451–050

HINGSON/TANNER RD

ML STA:

W3–1
0700 1 11
30"x30"

W3–1; STOP AHEAD
STA: 13+00
OFFSET: 17.0' L

WILLIAM S. LILLIOTT
PARCEL NO. 07541–100

BEGIN 4" YELLOW DBL SOLID
+64
0.0'

42+00
43+00
10+00
44+00
11+00
12+00
13+00
14+00
15+00
16+00
9'

REMOVE
R2–1

R2–1 15 MPH
STA: 13+00
OFFSET: 17.0' R

SPEED LIMIT 15
R2–1
18"x24"

SPEED LIMIT 15
R2–1
0700 1 11
24"x30"

0 50' 100'

ZODIE HORTON, GUY & WILKIE GIBSON
PARCEL NO. 07525–000

MARILYN J & LUTHER S TURNER
PARCEL NO. 07533–100

ZODIE HORTON, GUY
PARCEL NO. 07525–

ML – 1
STA: 15+2.

WILLIAM S. LILLIOTT
PARCEL NO. 07541–100

DWAYNE & ALEXA REEVES
PARCEL NO. 07426–100
OR 770 PAGE 476

JOHN M & DEVYN CRUCE
PARCEL NO. 07426–000
OR 766 PAGE 307

15+00
16+00
17+00
18+00
19+00
20+00
21+00
22+0
9'

THOMAS & VELMA HINGSON
PARCEL NO. 07411–000
OR 142 PAGE 389

ZODIE HORTON, GUY & WILKIE GIBSON
PARCEL NO. 07525–000

PROJECT NO. 2015-004-ENG
SHEET NO. S3
SHEET 25 OF 28
PROJECT NAME HINGSON TANNER RD
SHEET TITLE SIGNING & PAVEMENT MARKINGS
SCALE ########
DATE 5/14/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

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1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

DATE REVISION

PLOT DATE 5/14/2020 5:19 PM
FILE NAME PP_HT

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JOHN M & DEVYN CRUCE
PARCEL NO. 07426-000
OR 766 PAGE 307

END 4" YELLOW DBL SOLID
+49.4
0.0'

19+00 20+00 21+00 22+00 23+00 24+00

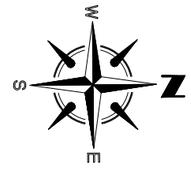
12'
12'

W1-1aR 10 MPH
STA: 22+00
OFFSET: 17.0' R

THOMAS & VELMA HINGSON
PARCEL NO. 07411-000
OR 142 PAGE 389

FAWN COUCH
PARCEL NO. 07413-050
OR 778 PAGE 26

ML - 2
STA: 20+50



0 50' 100'

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PROJECT NO.	2015-004-ENG
PROJECT NAME	HINGSON TANNER RD
SHEET TITLE	SIGNING & PAVEMENT MARKINGS
SHEET NO.	S4
SHEET	26 OF 28
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC
DATE	5/14/20
SCALE	1" = 50'

1" 0
VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

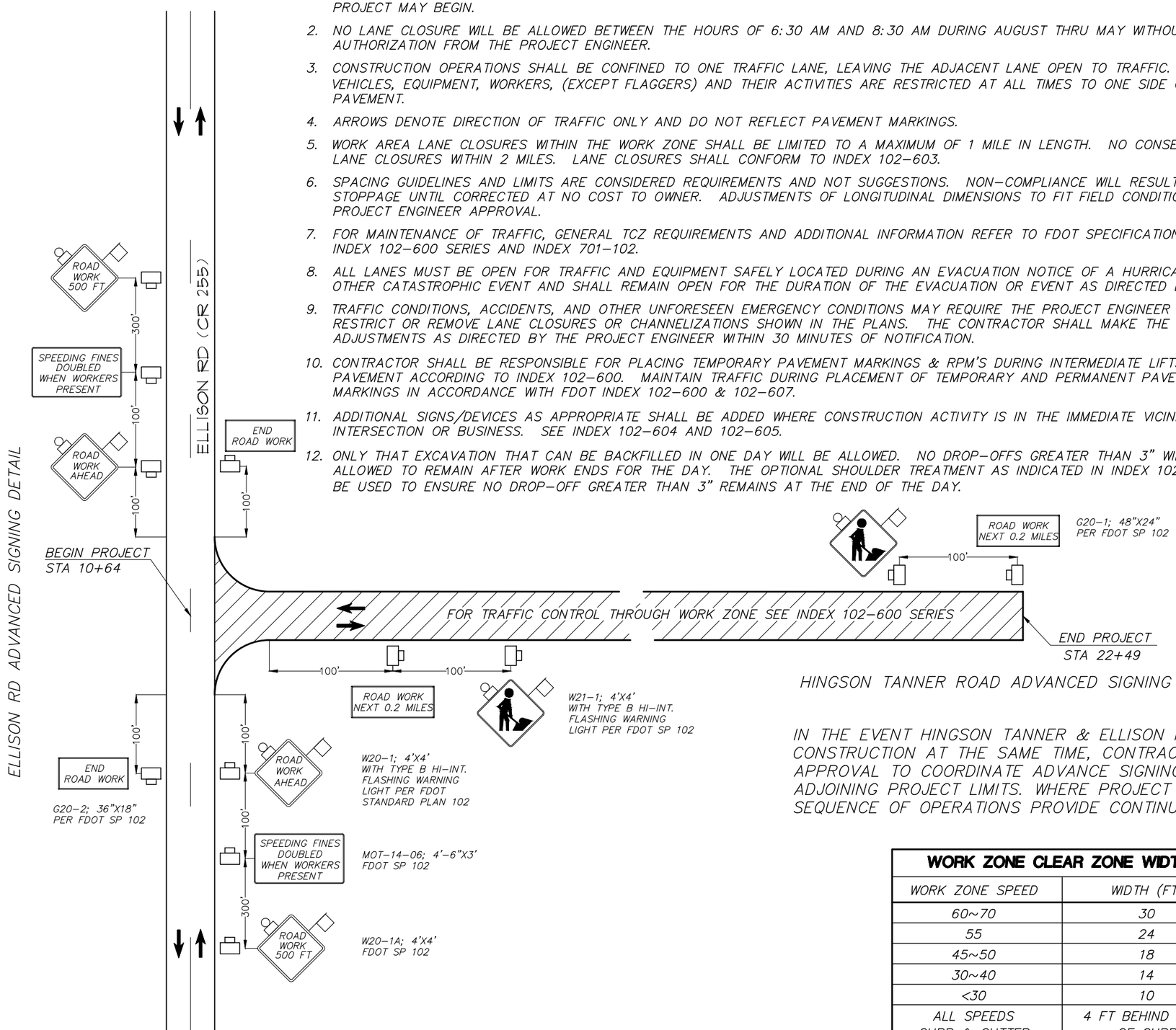
DATE	REVISION
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FILE NAME PP_HT
PLOT DATE 5/14/2020 5:19 PM

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GENERAL NOTES

1. PERMANENT WORK ZONE SIGNAGE SHALL BE IN PLACE BEFORE CONTRACTOR MOBILIZES AND BEFORE ANY WORK ASSOCIATED WITH THIS PROJECT MAY BEGIN.
2. NO LANE CLOSURE WILL BE ALLOWED BETWEEN THE HOURS OF 6:30 AM AND 8:30 AM DURING AUGUST THRU MAY WITHOUT WRITTEN AUTHORIZATION FROM THE PROJECT ENGINEER.
3. CONSTRUCTION OPERATIONS SHALL BE CONFINED TO ONE TRAFFIC LANE, LEAVING THE ADJACENT LANE OPEN TO TRAFFIC. ALL VEHICLES, EQUIPMENT, WORKERS, (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT.
4. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
5. WORK AREA LANE CLOSURES WITHIN THE WORK ZONE SHALL BE LIMITED TO A MAXIMUM OF 1 MILE IN LENGTH. NO CONSECUTIVE LANE CLOSURES WITHIN 2 MILES. LANE CLOSURES SHALL CONFORM TO INDEX 102-603.
6. SPACING GUIDELINES AND LIMITS ARE CONSIDERED REQUIREMENTS AND NOT SUGGESTIONS. NON-COMPLIANCE WILL RESULT IN WORK STOPPAGE UNTIL CORRECTED AT NO COST TO OWNER. ADJUSTMENTS OF LONGITUDINAL DIMENSIONS TO FIT FIELD CONDITIONS REQUIRE PROJECT ENGINEER APPROVAL.
7. FOR MAINTENANCE OF TRAFFIC, GENERAL TCZ REQUIREMENTS AND ADDITIONAL INFORMATION REFER TO FDOT SPECIFICATIONS 102 & INDEX 102-600 SERIES AND INDEX 701-102.
8. ALL LANES MUST BE OPEN FOR TRAFFIC AND EQUIPMENT SAFELY LOCATED DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE EOR.
9. TRAFFIC CONDITIONS, ACCIDENTS, AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE PROJECT ENGINEER TO RESTRICT OR REMOVE LANE CLOSURES OR CHANNELIZATIONS SHOWN IN THE PLANS. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS AS DIRECTED BY THE PROJECT ENGINEER WITHIN 30 MINUTES OF NOTIFICATION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING TEMPORARY PAVEMENT MARKINGS & RPM'S DURING INTERMEDIATE LIFTS OF PAVEMENT ACCORDING TO INDEX 102-600. MAINTAIN TRAFFIC DURING PLACEMENT OF TEMPORARY AND PERMANENT PAVEMENT MARKINGS IN ACCORDANCE WITH FDOT INDEX 102-600 & 102-607.
11. ADDITIONAL SIGNS/DEVICES AS APPROPRIATE SHALL BE ADDED WHERE CONSTRUCTION ACTIVITY IS IN THE IMMEDIATE VICINITY OF AN INTERSECTION OR BUSINESS. SEE INDEX 102-604 AND 102-605.
12. ONLY THAT EXCAVATION THAT CAN BE BACKFILLED IN ONE DAY WILL BE ALLOWED. NO DROP-OFFS GREATER THAN 3" WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE DAY. THE OPTIONAL SHOULDER TREATMENT AS INDICATED IN INDEX 102-600 SHALL BE USED TO ENSURE NO DROP-OFF GREATER THAN 3" REMAINS AT THE END OF THE DAY.



HINGSON TANNER ROAD ADVANCED SIGNING DETAIL

IN THE EVENT HINGSON TANNER & ELLISON RD ARE UNDER CONSTRUCTION AT THE SAME TIME, CONTRACTOR MAY REQUEST APPROVAL TO COORDINATE ADVANCE SIGNING THAT EXTENDS INTO ADJOINING PROJECT LIMITS. WHERE PROJECT DURATION AND SEQUENCE OF OPERATIONS PROVIDE CONTINUOUS COMPLIANCE.

WORK ZONE CLEAR ZONE WIDTH	
WORK ZONE SPEED	WIDTH (FT)
60~70	30
55	24
45~50	18
30~40	14
<30	10
ALL SPEEDS CURB & GUTTER	4 FT BEHIND FACE OF CURB

DRAWING SYMBOLS

WORK ZONE

WORK ZONE SIGN

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PROJECT NO. 2015-004-ENG
PROJECT NAME HINGSON TANNER RD
SHEET NO. TC-1
SHEET TITLE TRAFFIC CONTROL
SHEET 27 OF 28
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
DATE 5/14/20
SCALE NTS
APPROVED BY BOCC
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

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THE FOLLOWING NARRATIVE OF THE STORM WATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS.

THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS:
* THIS NARRATIVE DESCRIPTION,
* THE DOCUMENTS REFERENCED BY THIS NARRATIVE,
* THE CONTRACTOR'S APPROVED EROSION AND SEDIMENT CONTROL PLAN AS REQUIRED BY SPECIFICATION SECTION 104,
* REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.a THE PROJECT CONSISTS OF IMPROVING AN EXISTING GRADED ROADWAY, SIGNAGE AND DRAINAGE IMPROVEMENTS.

1.b SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION ACTIVITIES. THE FOLLOWING IS A LIST OF SOIL DISTURBANCE ACTIVITIES FOR THIS CONSTRUCTION PROJECT:

1. EARTH WORK ASSOCIATED WITH ROADWAY CONSTRUCTION, SHOULDERS AND SWALES.
2. ADDING ENDWALL/MITERED END SECTIONS TO SIDE/CROSS DRAIN PIPE CULVERTS

1.c AREA ESTIMATES:

TOTAL SITE AREA:	1.7 +/- ACRES
TOTAL AREA TO BE DISTURBED:	1.4 +/- ACRES

1.d RUNOFF DATA:

RUNOFF COEFFICIENTS:

BEFORE: C(b) = 0.40
AFTER: C(a) = 0.45
DURING: VARIES FROM 0.40 TO 0.45

IN THE POST-DEVELOPMENT CONDITION, MOST OF THE RUNOFF DRAINS INTO EITHER THE DITCH OR LOW-LYING AREAS ADJACENT TO THE PROJECT. SOME OF THE RUNOFF WILL INFILTRATE THE GROUNDWATER BY PERCOLATION AND THE REMAINING WILL BE TRANSPORTED BY SHEETFLOW AND THE ROADSIDE DITCHES TO THE NEARBY OUTFALLS.

1.e SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW:

*APPROXIMATE SLOPES:	THE SLOPES OF THE SITE CAN BE SEEN IN THE TYPICAL SECTION AND THE CROSS SECTION SHEETS.
*AREAS OF SOIL DISTURBANCE:	THE AREAS TO BE DISTURBED ARE LIMITED TO ROADWAY CONSTRUCTION AND DRAINAGE IMPROVEMENTS.
*LOCATION OF TEMPORARY CONTROLS:	CONTROLS ARE REQUIRED AT ALL LOW-LYING AREAS AND AREAS ADJACENT TO WETLANDS.
*RECEIVING WATERS:	SOME OF THE RUNOFF FROM THE PROJECT AREA DRAINS INTO LOW-LYING AREAS ADJACENT TO THE PROJECT, WHICH WILL INFILTRATE INTO THE GROUNDWATER TABLE BY PERCOLATION. SOME WILL BE CARRIED BY THE ROADSIDE DITCHES TO CONVEYANCES THAT MAKE THEIR WAY TO THE CREEK(S) IDENTIFIED IN THE LOCATION MAP, PIMPLE CREEK.

DEWATERNING NOTES:

IF DEWATERING IS ANTICIPATED TO FACILITATE THE EXCAVATION OPERATIONS AND CONSTRUCTION OF STRUCTURE COMPONENTS IN-THE-DRY, IT SHOULD BE PERFORMED IN ACCORDANCE WITH SECTION 455-28 AND 455-29.2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

DISCHARGE OF PRODUCED GROUNDWATER TO SURFACE WATERS OF THE STATE FROM DEWATERING OPERATIONS IS REGULATED AND REQUIRED A PERMIT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).

DEWATERING PERMIT IS EXEMPTED UNDER THE PROVISIONS OF 40C-2.051, 40C-20 OR 40C-22 F.A.C IN THE FOLLOWING CIRCUMSTANCES:

1. THE WITHDRAWAL IS 300,000 GALLONS PER DAY OR LESS.
2. THE WITHDRAWAL DOES NOT EXCEED 30 DAYS IN DURATION.
3. THE WATER WITHDRAWN IS NOT DISCHARGED DIRECTLY INTO AN OUTSTANDING FLORIDA WATER (OFW), CLASS I OR CLASS II WATER BODY. A DIRECT DISCHARGE MEANS WHICH ENTERS OFW, CLASS I RO CLASS II WATERS WITHOUT AN ADEQUATE OPPORTUNITY FOR PRIOR MIXING AND DILUTION TO PREVENT SIGNIFICANT DEGRADATION.
4. THE FOLLOWING TURBIDITY CONTROL MEASURES ARE IMPLEMENTED, AS APPROPRIATE, FOR ANY DISCHARGES OFF-SITE:

4.1. IF THE DISCHARGE IS TO BE TO A DRAINAGE SYSTEM, THE WATER SHALL BE PIPED DIRECTLY INTO THE DRAINAGE STRUCTURE, IF POSSIBLE; BUT IF THE DISCHARGE IS THROUGH A SWALE OR OVERLAND TO A STRUCTURE OR WATER BODY, THE PATH OF DISCHARGE SHALL BE LINED WITH VISQUEEN PLASTIC, SOD OR SYNTHETIC BALES APPROPRIATELY, TO PREVENT A TURBID DISCHARGE TO THE STRUCTURE OR WATER BODY.

4.2. IF WATER WILL DISCHARGE TO AN OPEN WATER BODY, APPROPRIATE FABRIC SILT SCREEN OR SYNTHETIC BALES SHALL BE USED TO PREVENT TURBID DISCHARGES. WHEN POSSIBLE, A DETENTION AREA SHALL BE ESTABLISHED TO ALLOW SUSPENDED SOLIDS TO SETTLE PRIOR TO ENTERING THE WATER BODY.

4.3. IF THE ABOVE TURBIDITY CONTROL MEASURES ARE INADEQUATE TO RETAIN SEDIMENT ON-SITE AND PREVENT TURBID DISCHARGE, ADDITIONAL OR MODIFIED EROSION AND SEDIMENT CONROL MEASURES MUST BE SELECTED, IMPLEMENTED AND OPERATED AS NECESSARY TO PREVENT VIOLATIONS OF WATER QUALITY STANDARDS AS SPECIFIED IN CHAPTER 62-302, F.A.C.

2.0 CONTROLS:

EROSION AND SEDIMENT CONTROLS:

ALL STRUCTURAL PRACTICES SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTION ACTIVITIES THAT EITHER DIRECTLY OR INDIRECTLY DISTURB STABILIZED AREAS. STABILIZATION PRACTICES SHALL BE PERFORMED AS SOON AS PRACTICAL AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. BUT IN ANY CASE THEY SHALL BE INITIATED WITHIN SEVEN (7) DAYS. THE CONTRACTOR SHALL BACKFILL AND TEMPORARILY STABILIZE WITH SOD WITHIN 48 HOURS OF COMPLETION OF THE CURING PERIOD FOR BOX CULVERTS OR BOX CULVERT EXTENSIONS, AND FOR DRAINAGE STRUCTURE MODIFICATIONS.

2.a. MODIFICATION OF THE SPECIFICATIONS ARE PERMISSIBLE IF IN ACCORDANCE WITH CURRENT MANUFACTURERS RECOMMENDATIONS, INDUSTRY STANDARD ON PRE-MANUFACTURED PRODUCTS AND APPROVED BY THE PROJECT ENGINEER. A STAKED SILT FENCE MAY BE SUBSTITUTED FOR HAY BALES IF APPROVED BY THE ENGINEER.

2.a.1 STABILIZATION PRACTICES:

THE DISTURBED AREAS OF THE REWORKED SHOULDERS SHALL BE STABILIZED WITH SEEDING AND MULCHING. PERMANENT SODDING AND GRASSING SHALL BE PLACED UNLESS DIRECTED OTHERWISE. SOD THAT IS PLACED ON 3:1 OR GREATER SHALL BE PEGGED.

STRAIGHT END WALLS SHALL BE SODDED IMMEDIATELY AFTER THEY ARE COMPLETED. SODDING SHALL BE PLACED IN ACCORDANCE WITH INDEX 430-022 AND 524-001 AND SPECIFICATION SECTIONS 104 AND 575.

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION.

ALL STABILIZATION PRACTICES SHALL BE INITIATED BY THE CONTRACTOR AS SOON AS PRACTICAL IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN NO CASE SHALL THE DISTURBED AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN (7) DAYS.

2.a.2 STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEERING DIVISION TEMPORARILY:

* SYNTHETIC BALES OR BALE TYPE BARRIERS SHALL BE IN ACCORDANCE WITH THE STANDARD INDEX 102 AND SPECIFICATION SECTION 104.
* SYNTHETIC BALES OR BALE TYPE BARRIERS DITCH BLOCKS SHALL BE PLACED IMMEDIATELY UPSTREAM (10 FT OR LESS) OF ALL SIDE DRAINS IN DISTURBED AREAS.
* SYNTHETIC BALES OR BALE TYPE BARRIERS DITCH BLOCKS PARALLEL TO THE ROADWAY ALONG DITCHES, AS SHOWN IN THE PLANS OR AS REQUIRED BY THE SPECIFICATIONS, SHALL BE SUPPLEMENTED WITH ADDITIONAL BALES IF ADDITIONAL SEASONAL WET AREAS HAVE BEEN ENCOUNTERED DURING CONSTRUCTION.
* SYNTHETIC BALES OR SILT FENCE SHALL BE PLACED ALONG ALL ROADSIDE DITCHES IN DISTURBED AREAS AS SHOWN ON CHART 1, DESIGN STANDARD 102.
* SILT FENCE IN ACCORDANCE WITH DESIGN STANDARD 102 AND SECTION 104, SPECIFICATIONS.
* PERMANENT: SOD, SEED AND MULCH

2.b STORMWATER MANAGEMENT:
EXISTING ROADSIDE DITCHES WILL BE UTILIZED TO CONVEY RUNOFF TO EXISTING OUTFALLS. TYPE III SILT FENCE SHALL BE USED AT CROSS DRAINS.

2.c OTHER CONTROLS:

2.c.1 WASTE DISPOSAL:

ALL WASTE GENERATED ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING:

* NO CONSTRUCTION WASTE WILL BE BURIED ON SITE AND MUST BE DISPOSED OF LEGALLY.
* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES.
* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

2.c.2 OFFSITE VEHICLE TRACKING AND DUST CONTROL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING THE OFFSITE VEHICLE TRACKING OF SEDIMENTS, AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEERING DIVISION:

* HAUL ROADS DAMPENED FOR DUST CONTROL.
* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.
* REMOVING EXCESS DIRT FROM SURROUNDING ROADS DAILY.
* STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106.
* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS MILLING, EXCAVATION, AND RESURFACING OPERATIONS.

2.c.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER OR SEPTIC TANK REGULATION:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURE TO COMPLY WITH APPLICABLE STATES AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEM. PORTABLE TOILETS SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR FOR PROJECT PERSONNEL.

2.c.4 FERTILIZERS AND PESTICIDES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF EITHER SECTION 570 OR 577 OF THE SPECIFICATIONS.

2.c.5 TOXIC SUBSTANCES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.c.6 APPROVED STATE AND LOCAL PLANS AND PERMITS:

THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS.

3.0 MAINTENANCE:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM COMPLY WITH THE FOLLOWING:

* SILT FENCE: MAINTAIN PER SECTION 104, SPECIFICATIONS. THE CONTRACTOR SHALL REPLACE SILT FENCE ON 12 MONTH INTERVALS IF DETERMINED NECESSARY BY THE ENGINEER.
* SYNTHETIC BALES: REMOVE SEDIMENT WHEN IT REACHES HEIGHT OF BALES OR WHEN WATER PONDS. THE CONTRACTOR SHALL REPLACE STRAW BALES ON 3 MONTH INTERVALS IF DETERMINED NECESSARY BY THE ENGINEER.
* STAKED TURBIDITY BARRIER: MAINTAIN PER SECTION 104, SPECIFICATIONS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAGES AND RECORD THE DAILY RAINFALL. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION
* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN PERMANENTLY STABILIZED
* STRUCTURAL CONTROL ITEMS (SILT FENCE, TURBIDITY BARRIER AND STRAW BALES)
* POINTS OF DISCHARGE TO THE WATER OF THE UNITED STATES
* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTION INDICATES THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT TAYLOR COUNTY ENGINEERING DIVISION AT (850) 838-3500 OR TAYLOR COUNTY EMERGENCY MANAGEMENT AT (850) 838-3575.

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO. 2015-004-ENG
PROJECT NAME HINGSON TANNER RD
SHEET NO. SW-1
SHEET TITLE STORMWATER PPP
SHEET 28 OF 28
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
DATE 5/14/20
SCALE NTS
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

DATE	REVISION
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PLOT DATE 5/14/2020 5:19 PM
FILE NAME C&QTO_HT

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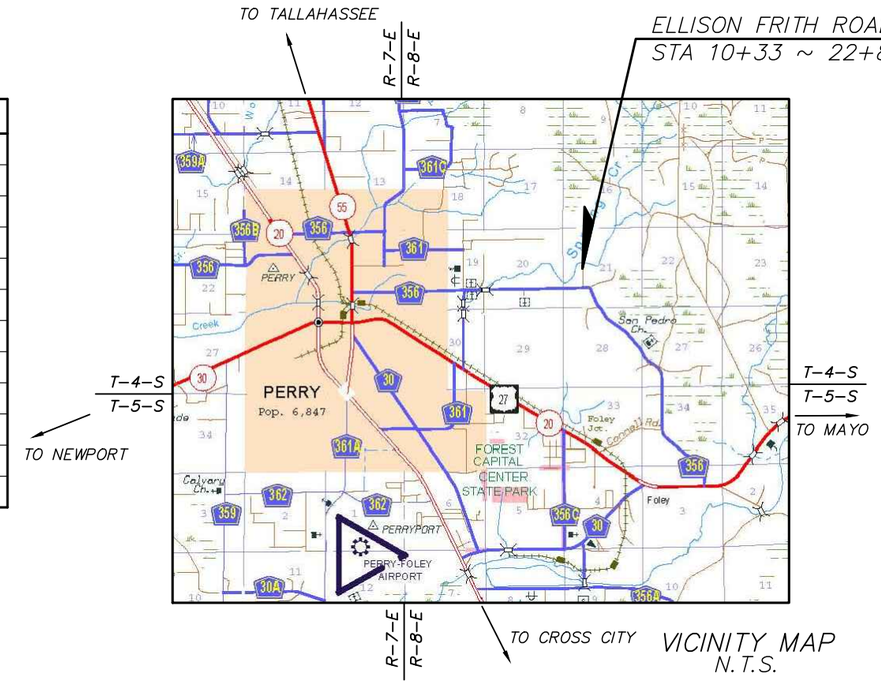
TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ELLISON FRITH ROAD
SRIP CONTRACT PLANS

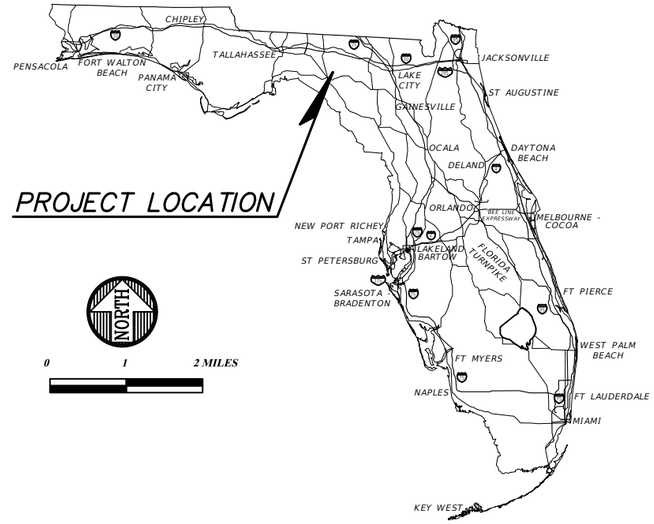
TAYLOR COUNTY PROJECT NO. 2015-004-ENG

PLAN INDEX

SHEET NO.	SHEET DESCRIPTION
1	COVER AND CONTENTS OF SET
2	GENERAL NOTES
3~4	TYPICAL SECTION
5~7	SUMMARY OF QUANTITIES
8	PROJECT LAYOUT
9~11	PLAN & PROFILE
12~22	CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
S-3~S-5	SIGNING AND PAVEMENT MARKINGS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN



VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	1,251	0.24
BRIDGES	0.00	0.00
NET LENGTH OF PROJECT	1,251	0.24
EXCEPTIONS	0.00	0.00
GROSS LENGTH OF PROJECT	1,251	0.24

SECONDARY ROAD IMPROVEMENT PROGRAM

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION FY 2019-2020 STANDARD PLANS for ROAD and BRIDGE CONSTRUCTION and APPLICABLE REVISIONS at the following website:
http://www.fdot.gov/Design/StandardPlans

FDOT 2019 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 SHOP DRAWINGS TO BE SUBMITTED TO:

KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

ROADWAY PLANS
ENGINEER OF RECORD: KENNETH DUDLEY
P.E. NO.: 58014

CERTIFICATE OF AUTHORIZATION NO.:

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED ON THE DATE INDICATED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PROJECT NO. 2015-004-ENG
PROJECT NAME ELLISON FRITH RD
SHEET NO. 1 OF 27
SHEET TITLE COVER & CONTENTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
DATE 5/21/20
SCALE NTS
1" 0 VERIFY SCALE

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
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SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
PLOT DATE 5/21/2020 4:26 PM
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GENERAL NOTES

1. ALL ROADWAY AND DRAINAGE LAYOUT, CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DEPARTMENT WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
3. EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED. PROJECT CONTROL SHALL BE REINSTALLED AT COMPLETION OF PROJECT.
4. THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL ENCOUNTERED AND SHALL BACKFILL WITH CLEAN SUITABLE FILL MEETING FDOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT INDEX 120-001 & 120-002.
5. ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FDOT INDEX 120-001 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DEPARTMENT.
6. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCEPTABLE TO THE COUNTY ENGINEERING DEPARTMENT. NO MATERIAL IS TO BE WIND-ROWED ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS.
7. ONLY THE EXCAVATION FOR BASE PLACEMENT AND PIPE TRENCHES THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY SHALL BE EXCAVATED. NO OPEN PIPE TRENCH OR ROADWAY EXCAVATION WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE APPROVED WORK HOUR DAY.
8. IF REQUIRED BY THESE PLANS, ALL UNDAMAGED EXISTING SIGNS SHALL BE RELOCATED IN ACCORDANCE WITH FDOT INDEX 700-101. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL INSTALL NEW SIGNS TO REPLACE DAMAGED OR MISSING SIGNS. SEE SIGNAGE SCHEDULE. ALL DAMAGED/DISCARDED SIGNS, POSTS & SOIL PLATES SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 838-3529.
9. ALL EXISTING STREET SIGNS, MAILBOXES, ETC. SHALL BE RELOCATED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN FDOT INDEX 110-200. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. MAILBOX RELOCATIONS (8' FROM EOP) SHALL BE COORDINATED THROUGH THE LOCAL POSTMASTER PRIOR TO RELOCATION. MAILBOXES DAMAGED DURING RELOCATION SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR SHALL CONSTRUCT DRIVEWAY TURNOUTS AT ALL EXISTING DRIVEWAYS PER FDOT INDEX 000-515 AND 000-516. ALL EXISTING PAVED DRIVES AND CONCRETE APRONS AT THE EDGE OF THE EXISTING DRIVING LANE SHALL BE SAW-CUT AND REMOVED PRIOR TO CONSTRUCTING THE WIDENED ROADWAY OR PAVED SHOULDER. UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS NOTED IN PLANS. SEE DETAIL.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO LAWFULLY REMOVE, TRANSPORT AND DISPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UTILIZED TO THE FULLEST EXTENT POSSIBLE. REMAINING FILL SHALL, AT COUNTY'S OPTION, BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNDAMAGED GUARDRAIL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 828-3529.
12. ALL DISTURBED AREAS SHALL BE STABILIZED BY PERFORMANCE TURF AND SOD. (SEE TYPICAL ROADWAY MODIFICATION SECTION FOR SOD LOCATIONS)
13. ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, PRIME MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY MEANS, METHODS, SURVEYING AND MOT SHALL BE INCLUDED IN BID PRICE(S). OMISSIONS BY CONTRACTOR WILL NOT SERVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.
14. CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FDOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON THE RELEVANT PHASE OF THE PROJECT.
15. TYPE SP AND FC ASPHALTIC CONCRETE TO BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE & LONGITUDINAL SCREED CONTROLS.
16. PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE ROADWAY ARE TO BE CONSTRUCTED ON A 1:600 RATIO. FURTHER, WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR CROSSOVER, THE CONTRACTOR SHALL INSTALL AND MAINTAIN A SUFFICIENT (2.0 FT MINIMUM) ASPHALT WEDGE OR MILLED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET, TURNOUT, OR CROSSOVER TO THE PROJECT UNTIL FINAL SURFACE INSTALLATION.
17. ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DEPARTMENT OR THE AUTHORIZED REPRESENTATIVE.
18. ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED FINISH GRADES.
19. CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ADJACENT PROPERTIES, EXISTING STRUCTURES OR FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
20. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY ANY NECESSARY UTILITY FIELD LOCATION OR RELOCATION, AS REQUIRED. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.
21. CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND UTILITY OWNERS LISTED HEREIN, 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.

UTILITY OWNERS	UTILITY TYPE	CONTACT	TELEPHONE NUMBER
CITY OF PERRY	WATER/SEWER/GAS	CHESTER MCAFEE	850-584-7940
COMCAST	CABLE TELEVISION	LARRY PAYNE	904-380-6331
CONSOLIDATED COMMUNICATIONS	TELEPHONE	RANDY NEWMAN	850-584-0900
MCI WORLDCOM / VERIZON	TELEPHONE	DEAN BOYERS	469-886-4238
LEVEL 3 COM./CENTURY LINK	TELEPHONE	GENERAL NUMBER	877-366-8344 EXT.4
DUKE ENERGY	ELECTRIC	BOB CLARK	850-342-2291
FLORIDA GAS TRANSMISSION	GAS	JIM GIBSON	850-766-4205

MAINTENANCE OF TRAFFIC BY CONTRACTOR

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
2. A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE STANDARD PLANS FOR ROAD CONSTRUCTION. ONE TRAFFIC LANE MAY BE CLOSED DURING WORKING HOURS ONLY. CONTRACTOR IS TO CHECK AND MAINTAIN ON A DAILY BASIS ALL SIGNS, FLASHING LIGHTS, STRIPING AND OTHER ITEMS AS REQUIRED TO CONFORM WITH THE MAINTENANCE OF TRAFFIC PLAN.
3. WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX SERIES 102-600, THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. NONCOMPLIANCE WITH THESE STANDARDS WILL SERVE AS JUST CAUSE FOR STOPPING WORK AT NO EXPENSE TO OWNER.
4. THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DEPARTMENT PRIOR TO THEIR IMPLEMENTATION.
5. UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DEPARTMENT, THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES AT LEAST ONE WAY TRAFFIC WITH A MINIMUM OF A 9' (FT) WIDE LANE AND A POSTED SPEED OF NOT MORE THAN 20 MILES PER HOUR, WITH APPROPRIATE TRAFFIC CONTROL.
6. ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE OF TEMPORARY OR PERMANENT LANES SHALL BE MARKED AND PROTECTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS OR SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DEPARTMENT. CLEAR ZONE REDUCED TO 4' (FT) BEHIND CURB IN CURBED AREAS.
7. TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR PASSENGER VEHICLES DURING ALL WEATHER CONDITIONS.

EROSION & SEDIMENTATION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF-SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

1. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER IN ACCORDANCE WITH THE FLORIDA EROSION AND SEDIMENTATION CONTROL MANUAL TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.

   TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL (IF APPLICABLE). SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.

2. ALL SLOPES STEEPER THAN 3H:1V REQUIRE LAPPED OR PEGGED SOD.
3. ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED IN THE FDOT STANDARDS.
4. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.
5. ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS FULLY ESTABLISHED. CONTRACTOR SHALL REPLACE ANY PERFORMANCE TURF THAT DOES NOT ESTABLISH.

MISCELLANEOUS NOTES

1. PERFORMANCE TURF, SOD TYPE SHALL BE ROLLED BERMUDA FOR THE ENTIRE PROJECT.
2. BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.
3. MOWING SHALL BE PERFORMED ONE (1) TIME AS A PART OF REACHING FINAL COMPLETION FOR THE PROJECT ONCE SUBSTANTIAL COMPLETION IS APPROVED. MOWING EFFORT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION 104 AND 570.
4. REGRADE DITCHES AT SIDE AND CROSS DRAINS TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH CULVERT AND EXISTING FLOW LINES. AVOID SUMP CONDITIONS TO THE MAXIMUM EXTENT POSSIBLE.
5. ALL DRIVES, WHERE SIDE DRAIN REPLACEMENT IS CALLED FOR SHALL BE REPLACED WITH MATERIAL MATCHING EXISTING (CONCRETE/ASPHALT/ETC.) IT SHALL BE RECONSTRUCTED TO THE POINT OF DISTURBANCE OR RIGHT-OF-WAY AS DIRECTED. GRADES SHALL BE ADJUSTED TO PROVIDE A SMOOTH TRANSITION TO THE POINT OF DISTURBANCE/REPLACEMENT.

GOVERNING SPECIFICATIONS

1. ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS
2. MILLING: SECTION 327 OF FDOT SPECIFICATIONS
3. BASE: SECTION 200 ~ 290 OF FDOT SPECIFICATIONS
4. SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS
5. GRASSING: SECTION 570 OF FDOT SPECIFICATIONS
6. SODDING: SECTION 570 OF FDOT SPECIFICATIONS
7. STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS
8. RETROFLECTIVE PAVEMENT MARKERS - SECTION 706 AND 970 OF FDOT SPECIFICATIONS, INDEX 706-001
9. SIGNAGE: SEE FDOT INDEX 700-010, 700-120, 700-101, 711-001, 700-109, AND 700-106 AND FDOT SPEED ZONE MANUAL (SCHOOL SIGNS & MARKINGS)
10. GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 536-001
11. RAILROAD CROSSINGS. FDOT INDEX 830-T01
12. MAINTENANCE OF TRAFFIC - SEE FDOT INDEX 102-600 SERIES, MUTCD
13. CULVERTS: FDOT DRAINAGE MANUAL - COVER HEIGHT
    FDOT INDEX 430-030 - CONCRETE ENDWALLS
    FDOT INDEX 430-021, -022 - MITERED END SECTIONS
    FDOT INDEX 430-001 - MISCELLANEOUS DRAINAGE DETAILS
    FDOT INDEX 524-001 - DITCH PAVEMENT AND SODDING

TESTING REQUIREMENTS

1. ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY. UPON SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION.
2. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING DEPARTMENT. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.
3. THE COUNTY ENGINEERING DEPARTMENT SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERTINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CULVERT INSTALLATIONS AND OTHERS AS REQUIRED FOR APPROVAL.
4. PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED FOR THE BEDDING AND COVER ZONE. A MINIMUM OF ONE TEST PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.
5. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER 1,000 FT OF ROADWAY, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 40, NO UNDER TOLERANCE PERMITTED.
6. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SHOULDER AT A FREQUENCY OF ONE TEST PER PER 2,000 FT, OR AT A MINIMUM OF TWO TESTS PER SIDE OF ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 30, NO UNDER TOLERANCE PERMITTED.
7. IN-PLACE THICKNESS OF EACH COURSE OF A STABILIZED SUBGRADE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
8. PERFORM COMPACTION TESTING FOR STABILIZED SUBGRADE AND FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
9. PERFORM MODIFIED PROCTOR TESTING FOR BASE COURSE AT A FREQUENCY OF ONE TEST PER LIFT PER 4,000 FT OF ROADWAY, OR AT A MINIMUM OF ONE TEST PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
10. PERFORM COMPACTION TESTING FOR BASE COURSE THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
11. IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
12. ASPHALT CONCRETE MIXES SHALL BE A CURRENT FDOT APPROVED DESIGN OF THE MATERIAL ACTUALLY USED. SAMPLES OF MATERIALS DELIVERED TO THE SITE SHALL BE TESTED IN ACCORDANCE WITH FDOT REQUIREMENTS TO VERIFY THAT AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.
13. SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS. CORE DENSITIES SHALL BE DETERMINED USING THE VACUUM CORE DRY VS. FAN METHOD. FIELD DENSITIES, CORING LOCATIONS AND PLANT SAMPLING SHALL BE CONDUCTED AND OBTAINED ACCORDING TO THE RANDOM NUMBER TABLES PROVIDED BY THE COUNTY. A MINIMUM OF THREE DENSITY TESTS PER ROADWAY SEGMENT PER DAY AND TESTING OF ONE PLANT SAMPLE PER DAY WILL BE REQUIRED.
14. CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2,000 TONS OF HOT MIX ASPHALT. SUCH TESTS WILL BE USED FOR ACCEPTANCE/REJECTION/REPLACEMENT AND PAYMENT APPROVAL.
15. THE TESTING OF ALL ASPHALT SHALL BE RESTRICTED TO 2,000 TON LOTS.

SIGNAGE AND PAVEMENT MARKING

1. THE EXISTING SIGNAGE INVENTORY REFLECTS DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.
2. SIGNAGE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FDOT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS.
3. FDOT DESIGN STANDARD PLANS INDEX 700-101 NOTE NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE TRAVEL LANE OR SIDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.
4. ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING TRAFFIC STRIPES" AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE CONSTRUCTION, LATEST EDITION.
5. MARKINGS SHALL BE AS PER FDOT INDEX 711-001 AND THESE PLANS.
6. RETRO-REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS PER FDOT INDEX 706-001 AND THESE PLANS.
7. SIGN BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATIONS SHALL COMPLY/BE SELECTED USING FDOT INDEX 700-010, 700-120.
8. SIGNAGE DESIGNATED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING NEW BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATION. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO COMPLY WITH FDOT INDEX 700-010.
9. ALL D3 STREET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND AS COMPARED TO GREEN BACKGROUND FOR PUBLIC SIGNS.
10. SIGNS SHALL MEET MUTCD "CONVENTIONAL ROAD" SIGN SIZES UNLESS NOTED OTHERWISE. D-3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING AND BORDER.
11. CONTRACTOR SHALL PROVIDE THE COUNTY ENGINEERING DEPARTMENT AND THE PROJECT ENGINEER SHOP DRAWINGS OF CUSTOM, DIRECTIONAL AND D-SERIES SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION.
12. INTERSECTING ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED DIRECTLY ABOVE THE STOP SIGNAGE OF THE INTERSECTION. MAIN ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED ABOVE THE INTERSECTING ROAD D3 GUIDE SIGNAGE.
13. REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.

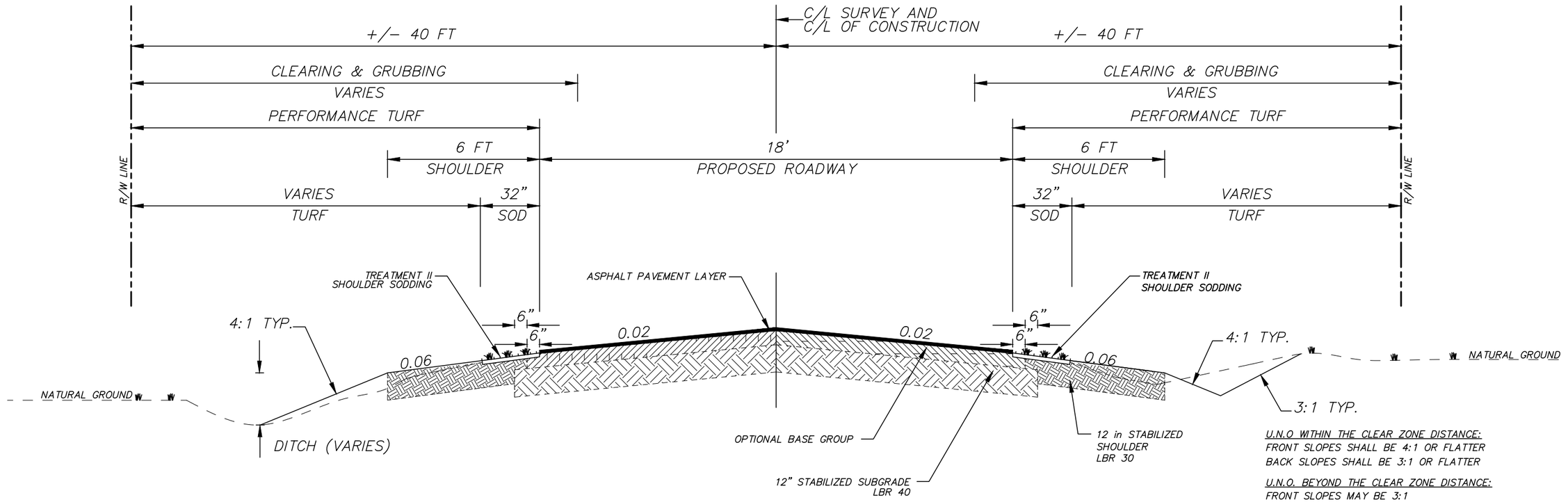
DRAWING LEGEND

- FOUND CORNER MARKER
- FOUND IRON ROD
- FOUND IRON PIPE
- FIBER OPTIC MARKER
- PHONE PEDESTAL
- BURIED UTILITY MARKER
- WATER METER AND BOX
- EXISTING GAS (OR WATER) VALVE AND BOX
- EXISTING STORMWATER MANHOLE
- EXISTING HYDRANT
- ELECTRIC POWER POLE
- ELECTRIC POWER POLE ANCHOR
- ROADWAY SIGN
- OBJECT MARKER
- OVERHEAD ELECTRIC LINE
- TRAVERSE POINT (PK NAIL AND CAP)
- EXISTING FENCE
- TEMPORARY BENCHMARK (ELEV = X.XX')
- SF SF SILT FENCE
- CLEAR ZONE
- SHOULDER

TAYLOR COUNTY ENGINEERING DIVISION
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PROJECT NO. 2015-004-ENG
SHEET NO. 2
SHEET 2 OF 27
PROJECT NAME ELLISON FRITH RD
SHEET TITLE GENERAL NOTES
SCALE NTS
DATE 5/21/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
SEAL KENNETH R. DUDLEY 58014
REVISION
DATE
PLOT DATE 5/21/2020 4:26 PM
FILE NAME C#QTO_EF
1" 0 VERIFY SCALE

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U.N.O WITHIN THE CLEAR ZONE DISTANCE:
FRONT SLOPES SHALL BE 4:1 OR FLATTER
BACK SLOPES SHALL BE 3:1 OR FLATTER

U.N.O. BEYOND THE CLEAR ZONE DISTANCE:
FRONT SLOPES MAY BE 3:1
BACK SLOPES MAY BE 2:1

ELLISON FRITH RD (10+33-22+84)
TYPICAL ROADWAY SECTION

NTS

SURFACE

OPTIONAL BASE GROUP 4
TYPE SP-12.5 (TRAFFIC B) (1.50 in AVG/SY) PG76-22

OPTIONAL BASE GROUP 4 PERMITTED

6 in LIMEROCK (LBR 100)

TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
2. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
3. INSTALL OPTIONAL BASE GROUP 4 TO 19 FT WIDTH TO PLAN, PROFILE AND CROSS-SECTION.
4. MIX AND GRADE (INCLUDING CUT, HAUL, & FILL IF NEEDED) EXISTING LIMEROCK TO ESTABLISH PROPOSED PROFILE AND CROSS-SECTIONS FOR STABILIZED SUBGRADE. PROVIDE ADDITIONAL MATERIAL IF NEEDED TO ACHIEVE REQUIRED LBR 40.
5. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEAR ZONE/LOD/ROW UNLESS NOTED OTHERWISE.

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2016 AADT = 108
OPENING YEAR ESTIMATE = 2020 AADT = 115
DESIGN YEAR ESTIMATE = 2040 AADT = 155
FDOT TRAFFIC LEVEL = A
K = N/A D = 50% T = 15%
DESIGN HOUR T = N/A
DESIGN SPEED = 20 MPH
POSTED SPEED = 15 MPH
CLEAR ZONE(s) = 6 FT - LOCAL
PASSING SIGHT DISTANCE = 400 FT
STOPPING SIGHT DISTANCE = 115 FT

CONSTRUCTION SEQUENCE

1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
3. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.)
4. CONSTRUCT STABILIZED SUBGRADE TO PROVIDE 20 FT MINIMUM WIDTH.
4. CONSTRUCT OBG 4 BASE TO PROVIDE 19 FT MINIMUM WIDTH.
5. SHAPE, COMPACT AND PRIME 19 FT WIDTH BASE COURSE. PROTECT PRIMED BASE COURSE USING SAND COVER OR SCREENINGS. ALLOW PRIME TO CURE 24 HR BEFORE PLACING ASPHALT COURSES. REPRIME ANY WORN AREAS BEFORE PLACING ASPHALT COURSE(S).
7. CONSTRUCT SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
8. INSTALL PERFORMANCE TURF THROUGHOUT PROJECT, ALL DISTURBED AREAS EXCEPT ROADWAY SOD STRIP.
9. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE/FRICTION COURSE OVER FULL ROADWAY.
10. INSTALL PERFORMANCE TURF, SOD ADJACENT TO ROADWAY.
11. STRIPE, PLACE RPMS, AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.
12. REINSTALL PROJECT CONTROL, CLEAN PROJECT OF CONSTRUCTION DEBRIS, TRASH, & EROSION CONTROL MEASURES (ONCE VEGETATION HAS ESTABLISHED)

PROJECT NO. 2015-004-ENG
SHEET NO. 3
SHEET 3 OF 27

PROJECT NAME ELLISON FRITH RD
SHEET TITLE TYPICAL SECTION
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
DATE 5/21/20
APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
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1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
PLOT DATE 5/21/2020 4:27 PM
FILE NAME C&QTO_EF

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SUMMARY OF ROADWAY ITEMS AND QUANTITIES

FDOT INDEX	ITEM No.	LUMP SUM ITEM	UNIT	ELLISON FRITH 10+33 ~ 22+84 QUANTITY
17302,17359,etc.		SIGNAGE	LS	1
	101-1	MOBILIZATION	LS	1
600 Series	102-1	MAINTENANCE OF TRAFFIC	LS	1
102, 106	104-10-3	SEDIMENT BARRIER	LF	1,158
	107-2	MOWING	AC	1.68
	110-2-1	CLEARING AND GRUBBING (INCL TREE REMOVALS)	AC	0.03
120-001, 120-002	120-1	REGULAR EXCAVATION	CY	385
120-001, 120-002	120-6	EMBANKMENT	CY	835
000-506	160-4	TYPE B STABILIZED SUBGRADE (LBR 40)	SY	2,876
514, 000-515	285-704	OPTIONAL BASE GROUP 4	SY	2,641
	334-1-52	SURFACE COURSE (1.50" / SY SP-12.5) (TRAFFIC B) PG 76-22	TN	214.2
570-001, 570-010	570-1-1	PERFORMANCE TURF	SY	3,199
570-010, 524-001	570-1-2	PERFORMANCE TURF, SOD	SY	706
711-001	710-11-211	CENTER STRIPE (4" YELLOW) SOLID (MUTCD PART III)	GM	0.457
711-001	711-11-125	STOP BAR/CROSSWALK (24" WHITE THERMO) (MUTCD PART III)	LF	18
000-515, 000-516	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE 2 APPLICATIONS)	LS	1
000-515, 000-516	334-1-11	PAVED DRIVEWAYS/APRONS - ASPHALT SURFACE COURSE	TN	16.37
514	285-704	OPTIONAL BASE GROUP 4 - PAVED DRIVEWAYS	SY	134
000-515, 000-516	286-1	TURNOUT CONSTRUCTION (LIMEROCK BASE)	SY	64

NOTES FOR ITEMS:

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.

102-1 MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PART SIX, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.

THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE. STRIPING TAPE NOT PERMITTED.

120-6 MAINTAIN A SHOULDER SLOPE OF 0.06 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINT AS SPECIFIED IN THE SCOPE OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OR STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND IS TO BE INCLUDED IN THIS PAY ITEM.

334-1-1X NO INCREASE IN ASPHALT PRICES WILL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIQUID ASPHALT CONTENT IN JOB MIX FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.

570-1-X FERTILIZER: BASED ON 1ST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.

570-1-X WATER: BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SODDED SHALL BE THOROUGHLY SOAKED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.

570-1-2 INCLUDES COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENTS. ALSO INCLUDES MATCHING OF PRIVATE OWNER TYPES OF SOD EXISTING PRIOR TO CONSTRUCTION, IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

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1" 0 VERIFY SCALE

PROJECT NO.	2015-004-ENG
PROJECT NAME	ELLISON FRITH RD
SHEET NO.	4
SHEET TITLE	SUMMARY OF QUANTITIES
SHEET	4 OF 27
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC
DATE	5/21/20
SCALE	1" = 40'

SEAL
KENNETH R. DUDLEY
58014

DATE	REVISION
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PLOT DATE 5/21/2020 4:27 PM
FILE NAME C&QTO_EF

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SUMMARY OF PAVED DRIVEWAYS

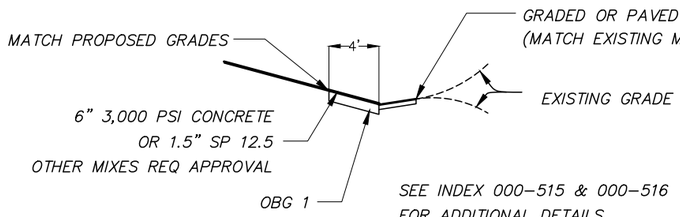
ITEM	STATION	NAME	SY P	SY F	SIDE	DESCRIPTION
1	14+56	ASPHALT DRIVEWAY	40.3		RT	---
2	15+65	ASPHALT DRIVEWAY	66.2		RT	---
3	19+57	ASPHALT DRIVEWAY	27.9		RT	---
4						
5						
6						
7						
TOTALS			134.4			

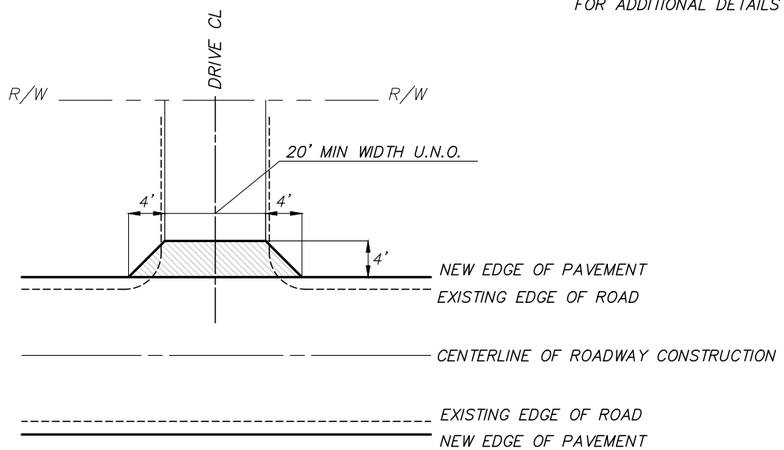


PAVED DRIVEWAY DETAIL
NTS

SUMMARY OF TURNOUTS

STATION	SIDE	WIDTH P	WIDTH F	STATION	SIDE	WIDTH P	WIDTH F	STATION	SIDE	WIDTH P	WIDTH F	STATION	SIDE	WIDTH P	WIDTH F
14+56	RT	20'													
15+65	RT	20'													
17+28	LT	20'													
17+76	RT	20'													
18+01	LT	20'													
19+57	RT	20'													
21+23	LT	20'													
21+85	LT	20'													
22+30	LT	20'													

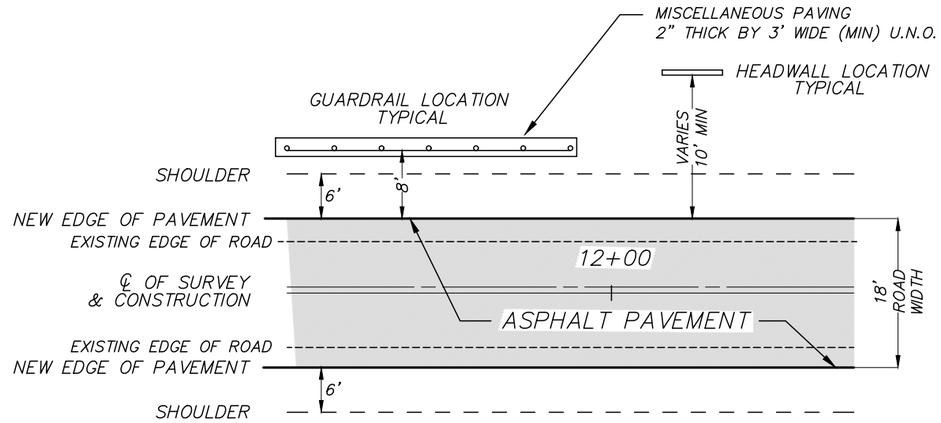




TYPICAL TURNOUT DETAIL
NTS

SAW CUT PVD DRIVEWAYS FOR WIDENING PROJECTS
PVD = PAVED OR CONCRETE DRIVE

APRON TO BE PLACED SEPARATE FROM LANE CONSTRUCTION
AND PRIOR TO SURFACE COURSE PLACEMENT



TYPICAL ROADWAY DETAIL
NTS

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION	SIDE	SEDIMENT BARRIER 0104 10 3 LF		TURBIDITY BARRIER 0104 11 LF		CHECK DAM EA		DESIGN NOTES
STA TO STA		P	F	LF	LF	LF	LF	
11+34 TO 13+63	LT	229		--		--		TYPE 3
11+62 TO 14+67	RT	306						TYPE 3
14+39 TO 16+82	LT	243						TYPE 3
14+90 TO 15+74	RT	85						TYPE 3
16+07 TO 16+88	RT	84						TYPE 3
18+29 TO 19+17	LT	90						TYPE 3
20+18 TO 21+39	RT	121						TYPE 3
SUB-TOTAL		1,158		--		--		
TOTAL		1,158		--		--		

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PROJECT NO. 2015-004-ENG
SHEET NO. 5
SHEET 5 OF 27
PROJECT NAME ELLISON FRITH RD
SHEET TITLE SUMMARY OF QUANTITIES
DATE 5/21/20
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
FILE NAME C&QTO_EFF
PLOT DATE 5/21/2020 4:27 PM

PROJECT BEGIN
STA: 10+00
OFFSET: 0.0'
N: 407731.92
E: 2274122.6760

STA: 10+32
OFFSET: 28.2' L
N: 407764.41
E: 2274094.6030

1" (NO ID.)

EDGE OF PAVEMENT

LANDS DESCRIBED IN
O.R.B. 544, PG. 421
OWNER: AMUNDSEN PAULA L
& CALAFIORE PAUL JT
(TAX PARCEL #07589-000)

ROW (80 FT)

10+00 L2 11+00 12+00 13+00 14+00 15+0

ELLISON FRITH ROAD

1/2" (TRAV LB5075)

N: 407711.56
E: 2274128.46
ELEVATION: 61.70'

SITE BENCHMARK
SET 1/2" STEEL ROD AND CAP 63.2
STAMPED "TRAVERSE LB 5075"

BEGIN SURVEY
STATION: 10+00.00
OFFSET: 0.00'
N: 407731.92
E: 2274134.52

L1

1/2" (NO ID.)

STA: 10+34
OFFSET: 51.8' R
N: 407765.90
E: 2274174.5940

LANDS DESCRIBED IN
O.R.B. 692, PG. 287
OWNER: MATTINGLY JOSEPH W
(TAX PARCEL #07590-300)

STA: 13+08
OFFSET: 50.9' R
N: 408040.21
E: 2274174.4224

ROW (80 FT)

1/2" (LS 2216)

LANDS DESCRIBED IN
O.R.B. 374, PG. 35
OWNER: MATTHEW JOSEPH W
(TAX PARCEL #07590-050)

1/2" (NO ID.)

STA: 14+52
OFFSET: 50.6' R
N: 408183.96
E: 2274174.5800

OV

W S E N

0 40' 80'

LANDS DESCRIBED IN
O.R.B. 544, PG. 421
OWNER: AMUNDSEN PAULA L
& CALAFIORE PAUL JT
(TAX PARCEL #07589-000)

STA: 17+35
OFFSET: 30.9' L
N: 408467.47
E: 2274093.9240

5/8" (LB 6792)

LANDS DESCRIBED IN
O.R.B. 578, PG. 259
OWNER: JACKSON JOHN R
(TAX PARCEL #07589-200)

ROW (80 FT)

ROW (80 FT)

3+00 14+00 15+00 16+00 17+00 18+00 19+0

STA: 13+08
OFFSET: 50.9' R
N: 408040.21
E: 2274174.4224

1/2" (LS 2216)

1/2" (NO ID.)

STA: 14+52
OFFSET: 50.6' R
N: 408183.96
E: 2274174.5800

LANDS DESCRIBED IN
O.R.B. 374, PG. 35
OWNER: MATTHEW JOSEPH W
(TAX PARCEL #07590-050)

LANDS DESCRIBED IN
O.R.B. 374, PG. 35
OWNER: MATTINGLY JOSEPH W
(TAX PARCEL #07590-020)

SITE BENCHMARK
SET 1/2" ROD & CAP
(TRAV LB 5075)

ELEVATION: 58.83'
NORTHING: 408279.5870
EASTING: 2274150.1050

STA: 16+10
OFFSET: 49.8' R
N: 408341.89
E: 2274174.2270

1/2" (LS 2216)

ROW (80 FT)

STA: 19+25
OFFSET: 48.8' R
N: 408656.90
E: 2274174.1450

ROW (80 FT)

LANDS DESCRIBED IN
O.R.B. 261, PG. 384
OWNER: ROBERT JOHN O JR
(TAX PARCEL #07590-250)

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PROJECT NO. 2015-004-ENG
SHEET NO. 6
SHEET 6 OF 27

PROJECT NAME: ELLISON FRITH RD
SHEET TITLE: PROJECT LAYOUT
DATE: 5/21/20
SCALE: 1" = 40'

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

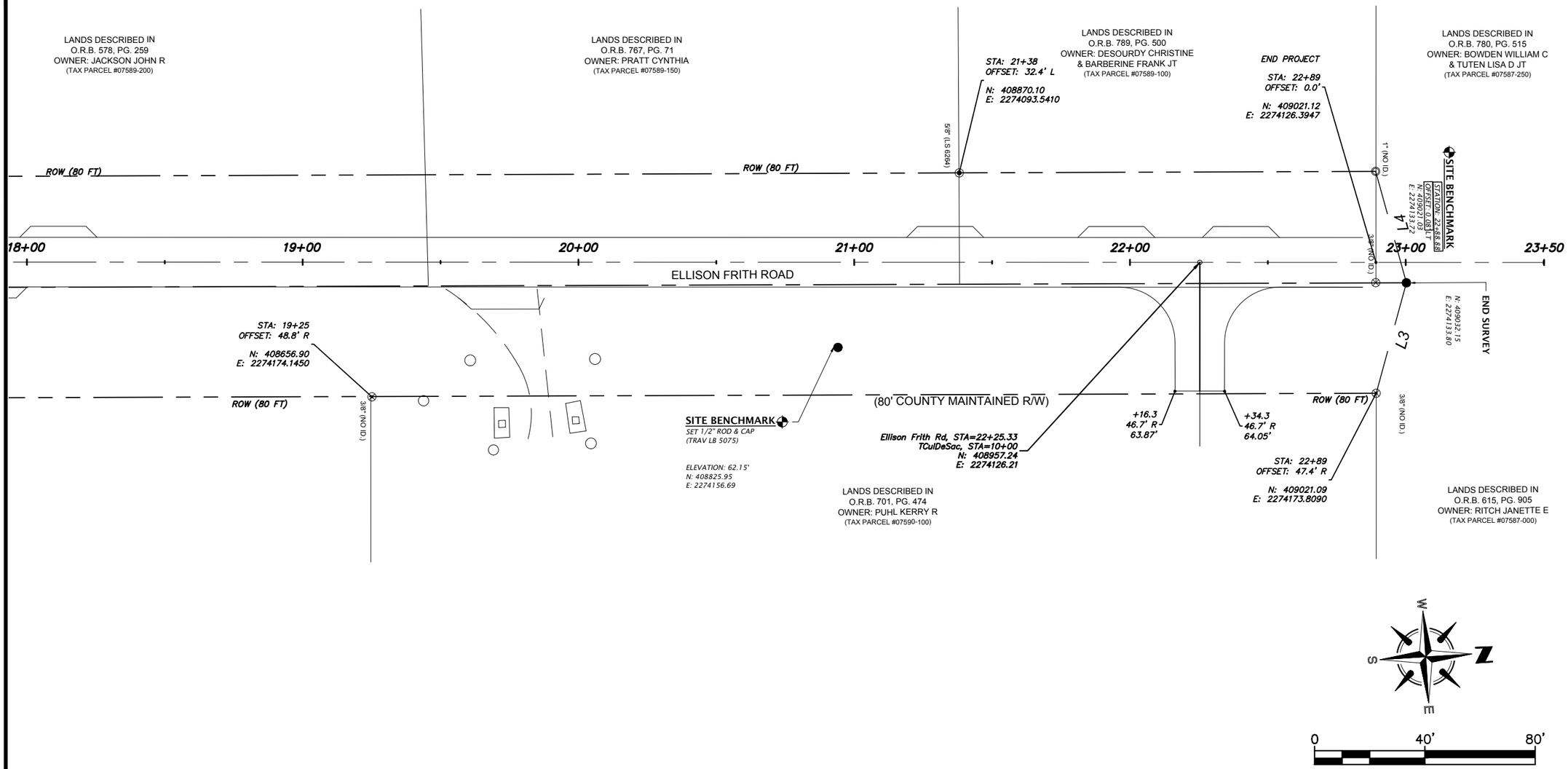
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SEAL
KENNETH R. DUDLEY
58014

DATE | REVISION

PLOT DATE: 5/21/2020 4:27 PM
FILE NAME: ELLISONFRITH_CORRID

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PROJECT NO. 2015-004-ENG
SHEET NO. 7
SHEET 7 OF 27

PROJECT NAME ELLISON FRITH RD
SHEET TITLE PROJECT LAYOUT
DATE 5/21/20
SCALE 1" = 40'

DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

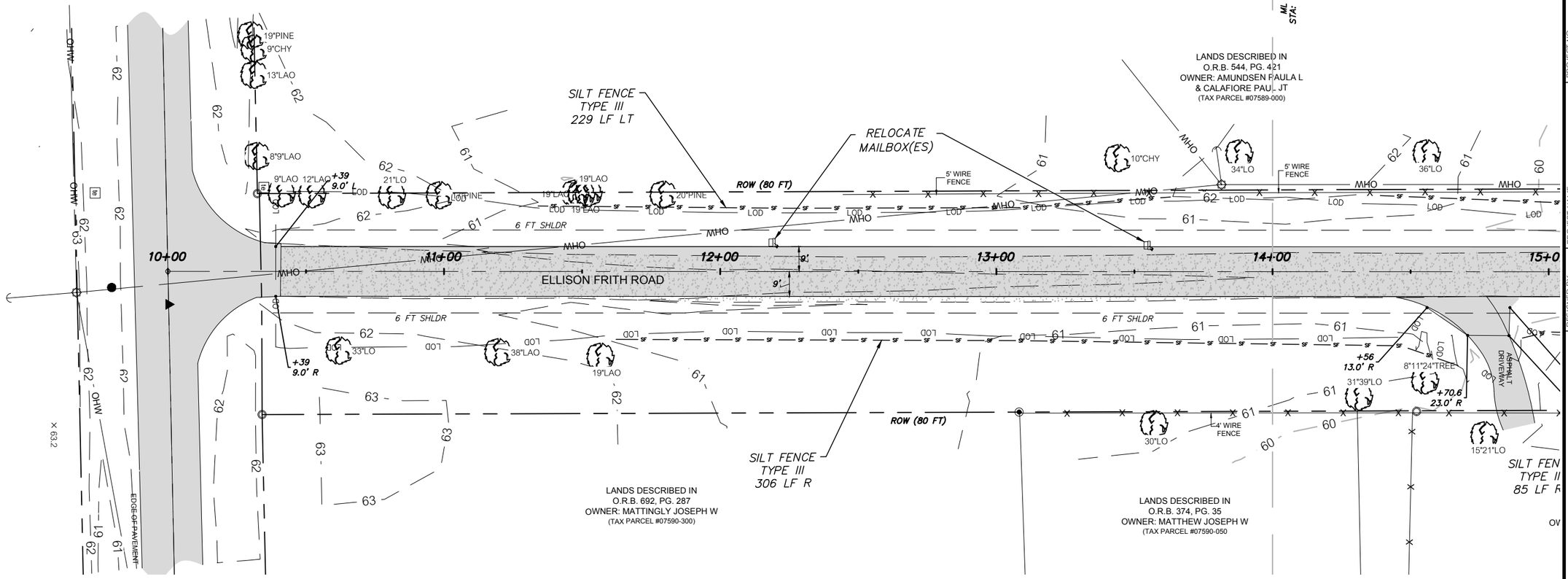
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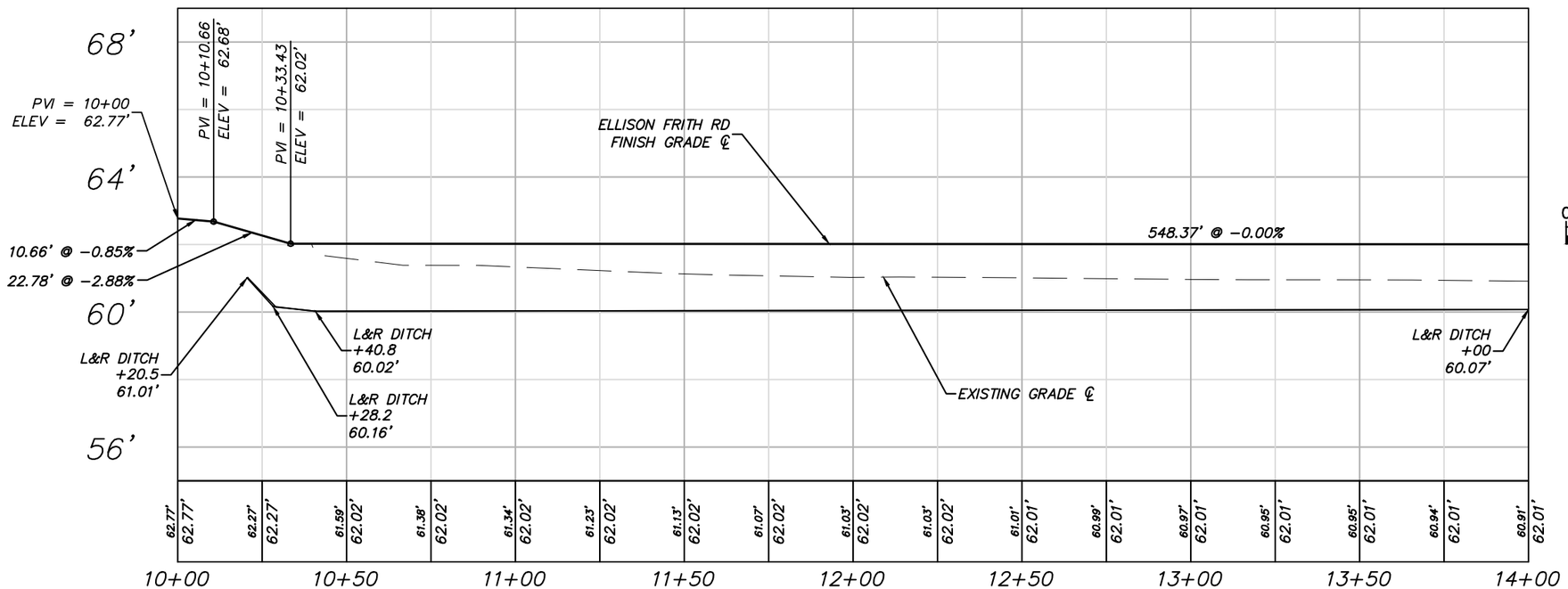
SEAL
KENNETH R. DUDLEY
5801 4

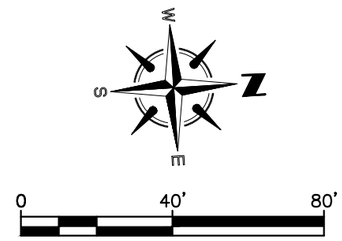
DATE	REVISION
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FILE NAME ELLISONFRITH_CORRID
PLOT DATE 8/21/2020 4:27 PM

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SCALE:
HOR: 1”=40’
VER: 1”=4’

PROJECT NO. 2015-004-ENG
SHEET NO. 8
SHEET 8 OF 27
PROJECT NAME ELLISON FRITH RD
SHEET TITLE ---- PLAN & PROFILE
SCALE 1" = 40'
DATE 5/21/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1"
0
VERIFY SCALE

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
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SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
PLOT DATE 8/21/2020 4:27 PM
FILE NAME ELLISONFRITH_CORRIDOR

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15–23.004, F.A.C.

LANDS DESCRIBED IN
O.R.B. 544, PG. 421
OWNER: AMUNDSEN PAULA L
& CALAFIORE PAUL JT
(TAX PARCEL #07589-000)

LANDS DESCRIBED IN
O.R.B. 578, PG. 259
OWNER: JACKSON JOHN R
(TAX PARCEL #07589-200)

SILT FENCE TYPE III 243 LF LT

RELOCATE MAILBOX(ES)

RELOCATE MAILBOX(ES)

REMOVE TREE

ML – 2
STA: 18+00

ML – 1
STA: 14+00

ROW (80 FT)

6 FT SHLDR

5' WIRE FENCE

4' WIRE FENCE

ASPHALT DRIVEWAY

WASHPAD SHED

10"CHY

34"LO

36"LO

31"39"LO

8"11"24"TREE

30"LO

35"LO

15"21"LO

18"LO

22"LO

+56 13.0' R

+70.6 23.0' R

+85.6 23.1' R

+86 13.0' R

+65.4 13.0' R

+80.9 27.1' R

+98.9 27.1' R

+06.4 13.0' R

+27.7 13.0' L

+47.7 13.0' L

+01.4 13.0' L

+21.4 13.0' L

+76.1 13.0' R

+96.1 13.0' R

SILT FENCE TYPE III 85 LF RT

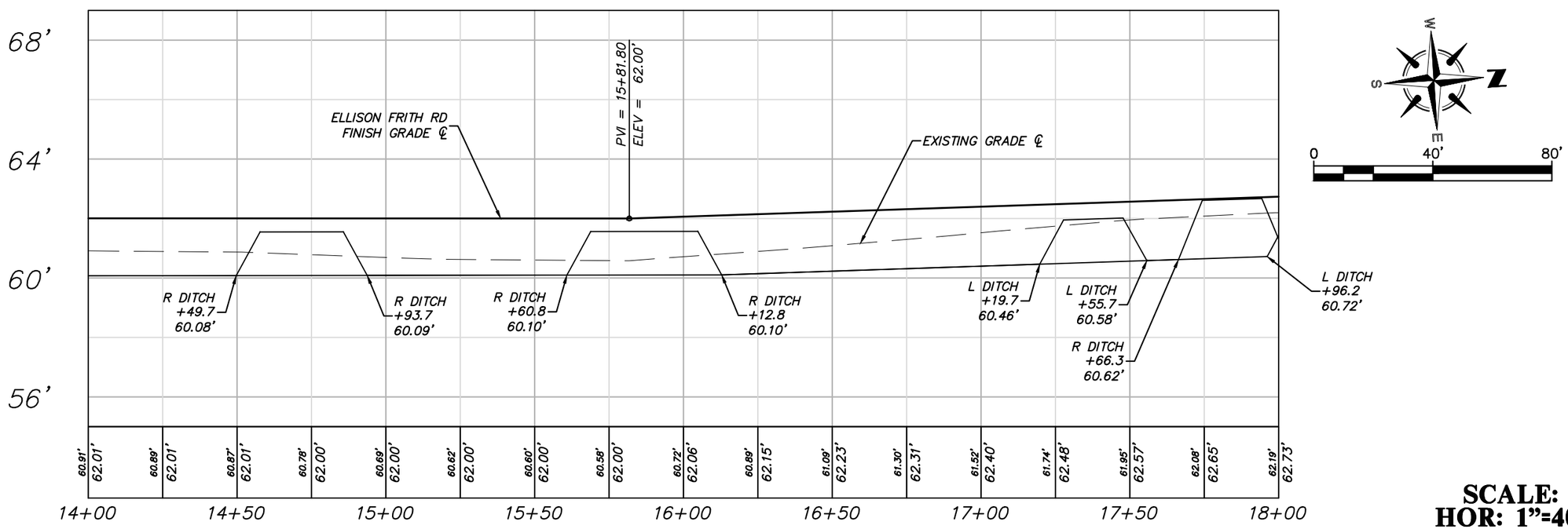
SILT FENCE TYPE III 84 LF RT

LANDS DESCRIBED IN
O.R.B. 374, PG. 35
OWNER: MATTHEW JOSEPH W
(TAX PARCEL #07590-050)

LANDS DESCRIBED IN
O.R.B. 374, PG. 35
OWNER: MATTINGLY JOSEPH W
(TAX PARCEL #07590-020)

LANDS DESCRIBED IN
O.R.B. 261, PG. 384
OWNER: ROBERT JOHN O JR
(TAX PARCEL #07590-250)

13+00 14+00 15+00 16+00 17+00 18+00 19+0



SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2015-004-ENG
SHEET NO. 9
SHEET 9 OF 27
PROJECT NAME ELLISON FRITH RD
SHEET TITLE PLAN & PROFILE
SCALE 1" = 40'
DATE 5/21/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" 0 VERIFY SCALE

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
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SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
PLOT DATE 5/21/2020 4:27 PM
FILE NAME ELLISONFRITH_CORRIDOR

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LANDS DESCRIBED IN
O.R.B. 578, PG. 259
OWNER: JACKSON JOHN R
(TAX PARCEL #07589-200)

LANDS DESCRIBED IN
O.R.B. 767, PG. 71
OWNER: PRATT CYNTHIA
(TAX PARCEL #07589-150)

LANDS DESCRIBED IN
O.R.B. 789, PG. 500
OWNER: DESOURDY CHRISTINE
& BARBERINE FRANK JT
(TAX PARCEL #07589-100)

LANDS DESCRIBED IN
O.R.B. 261, PG. 384
OWNER: ROBERT JOHN O JR
(TAX PARCEL #07590-250)

LANDS DESCRIBED IN
O.R.B. 701, PG. 474
OWNER: PUHL KERRY R
(TAX PARCEL #07590-100)

ML – 2
STA: 18+00

ML – 3
STA: 22+00

ELLISON FRITH ROAD

(80' COUNTY MAINTAINED R/W)

ROW (80 FT)

6 FT SHLDR

RELOCATE MAILBOX(ES)

REMOVE TREE

SILT FENCE TYPE III 90 LF LT

SILT FENCE TYPE III 121 LF RT

RELOCATE PEDESTAL IF REQUIRED FOR GRADING

4' WIRE FENCE

4' METAL FENCE

DIRT DRIVEWAY

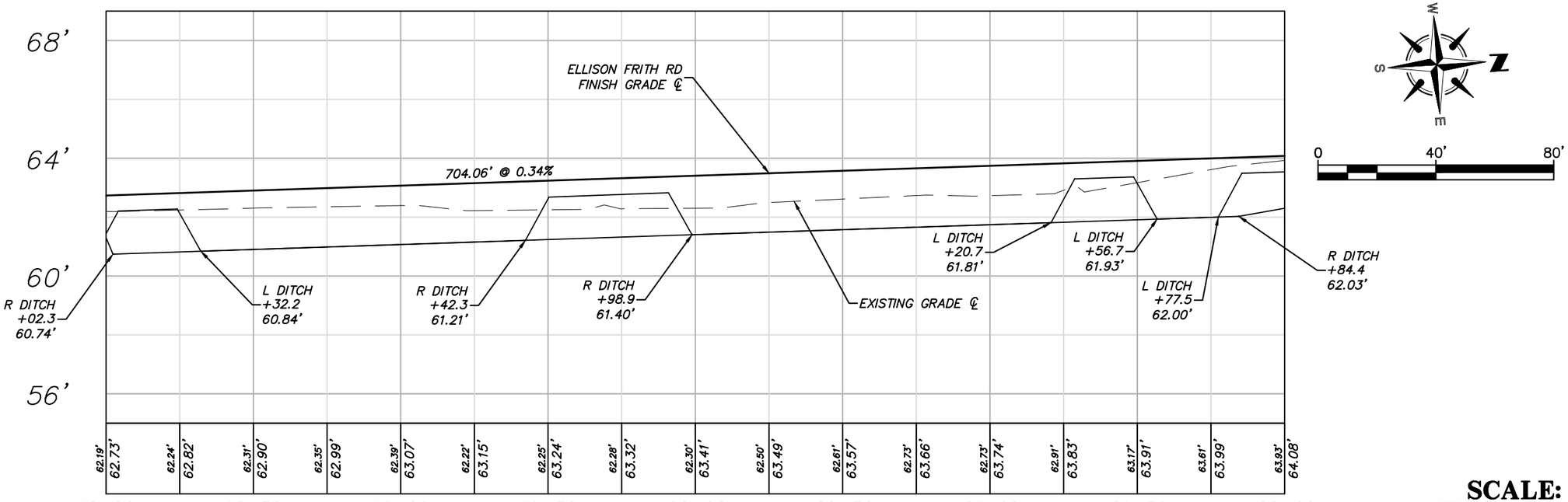
ASPHALT DRIVEWAY

BRICK PLANTER

COLUMN ON BRICK PAVERS

Ellison Frith Rd, STA=22+25.33
TCulDeSac, STA=10+00
N: 408957.24
E: 2274126.21

T–INTERSECTION CONSTRUCTION TO MATCH MAINLINE ROADWAY



0 40' 80'

SCALE:
HOR: 1"=40'
VER: 1"=4'

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

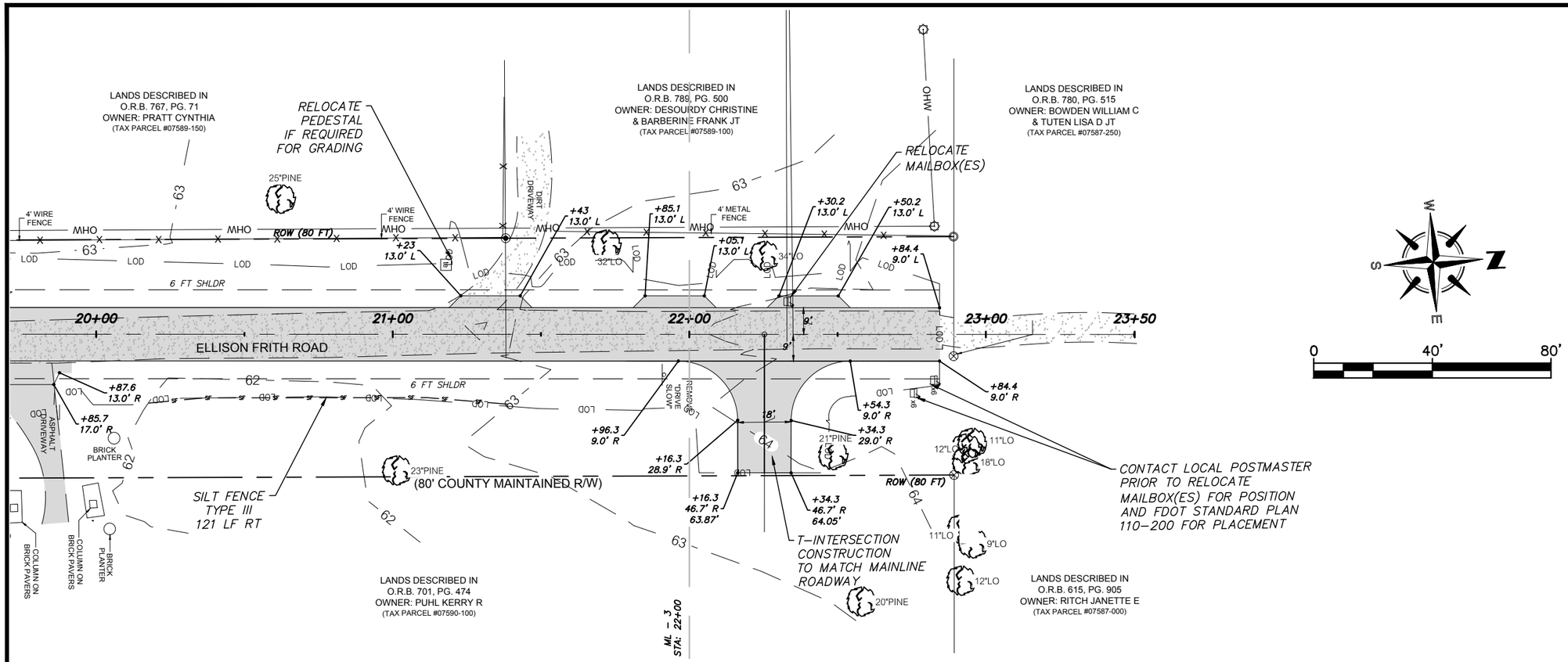
201 E. GREEN STREET PERRY, FL. 32347
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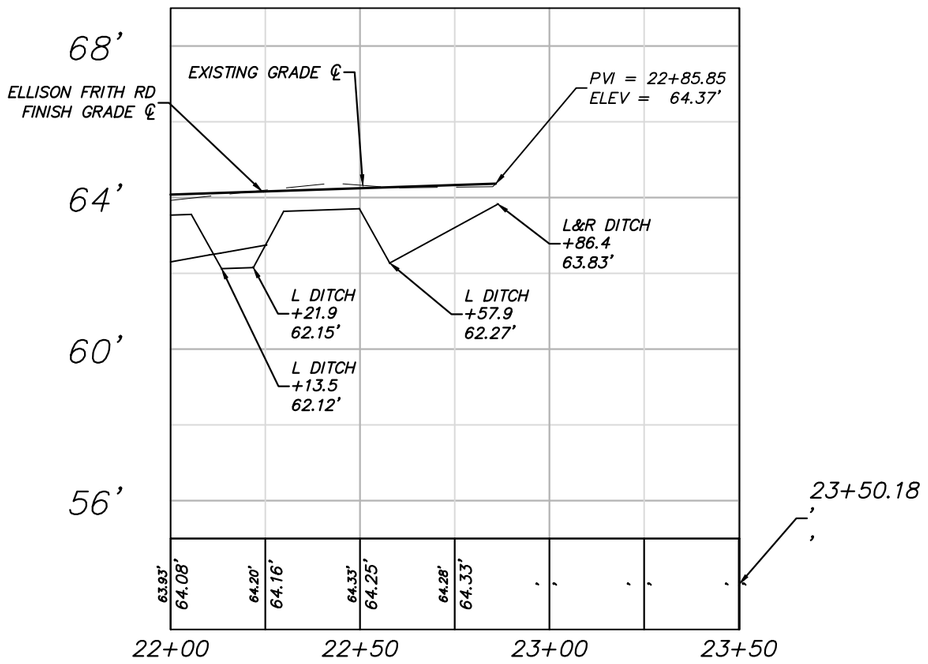
PROJECT NO. 2015-004-ENG
SHEET NO. 10
SHEET 10 OF 27
PROJECT NAME ELLISON FRITH RD
SHEET TITLE ---- PLAN & PROFILE
SCALE 1" = 40'
DATE 5/21/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" VERIFY SCALE

KENNETH R. DUDLEY
P.E. 58014

REVISION
DATE
PLOT DATE 5/21/2020 4:27 PM
FILE NAME ELLISONFRITH_CORRIDOR

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SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2015-004-ENG
SHEET NO. 11
SHEET 11 OF 27
PROJECT NAME ELLISON FRITH RD
SHEET TITLE ---- PLAN & PROFILE
DATE 5/21/20
SCALE 1" = 40'
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

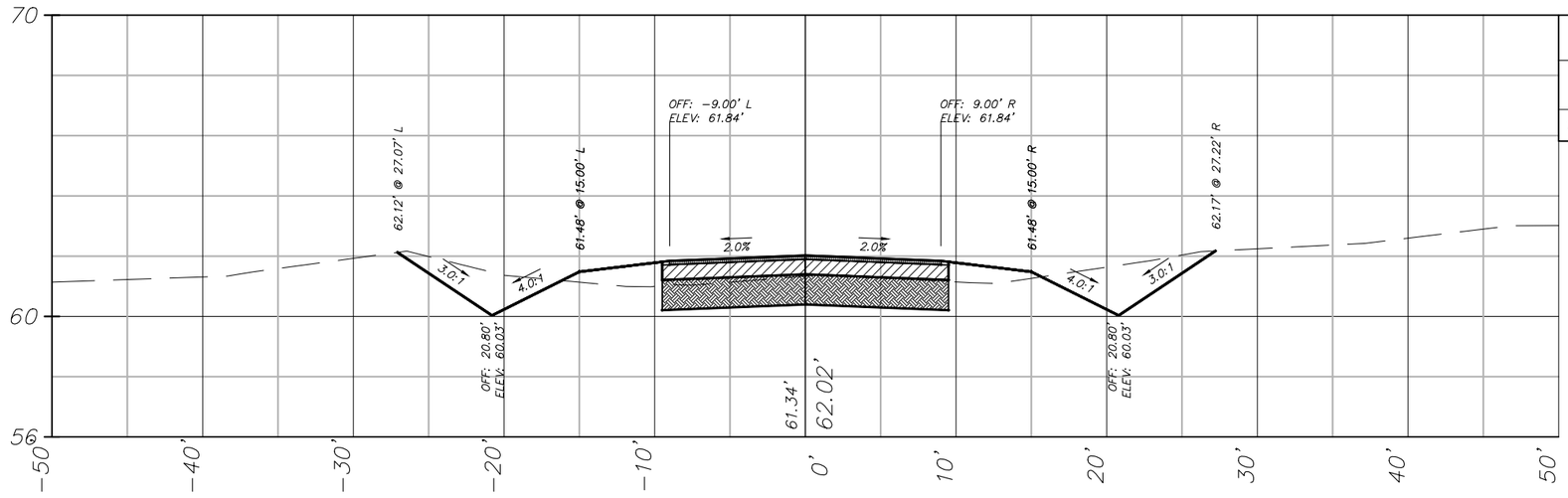
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1" 0 VERIFY SCALE

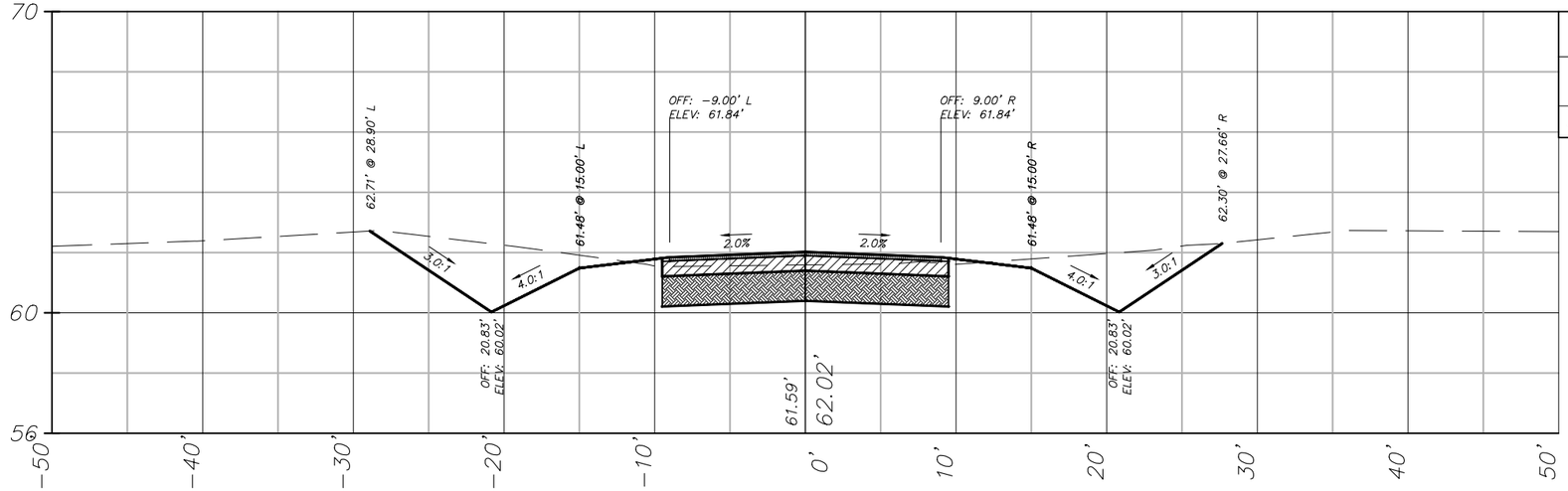
SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
FILE NAME ELLISONFRITH_CORRIDOR
PLOT DATE 5/21/2020 4:28 PM

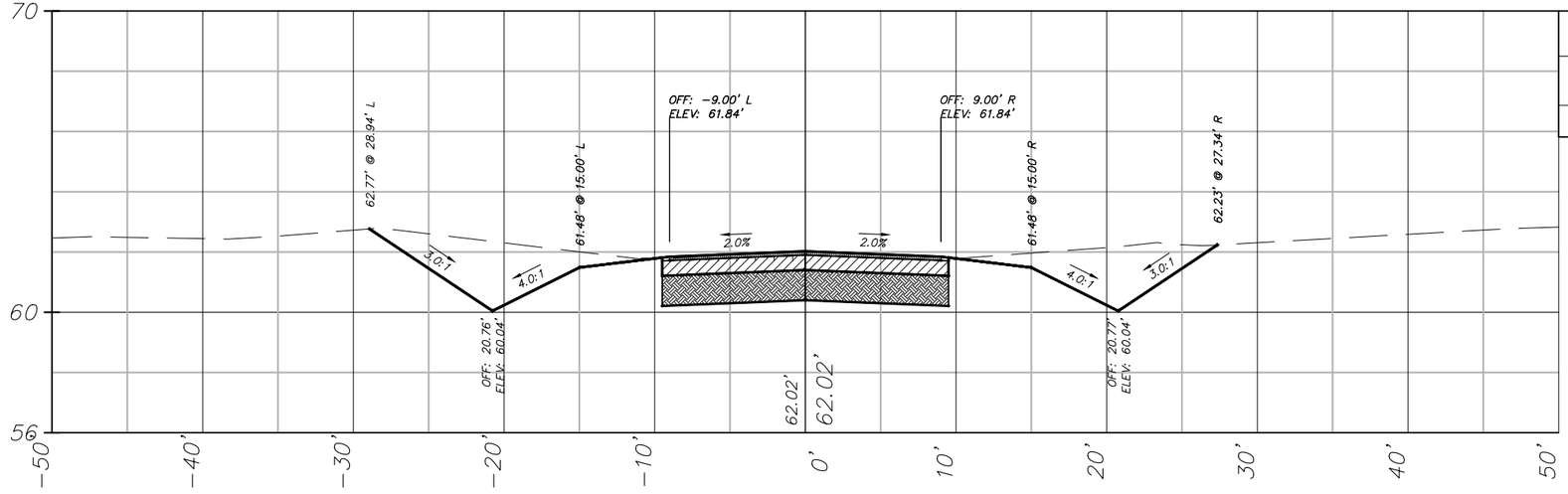
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.



STATION 11+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
17.80	7.96	48.57	8.68	65	9	56



STATION 10+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
37.42	0.56	16.20	0.13	16	0	16



STATION 10+39.04						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
46.58	0.04	0.00	0.00	0	0	0

SCALE:
HOR: 1"=10'
VER: 1"=5'

PROJECT NO. 2015-004-ENG
SHEET NO. 12
SHEET 12 OF 27

PROJECT NAME: ELLISON FRITH RD
SHEET TITLE: CROSS SECTIONS
DATE: 5/21/20
SCALE: H: 1" = 10'

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
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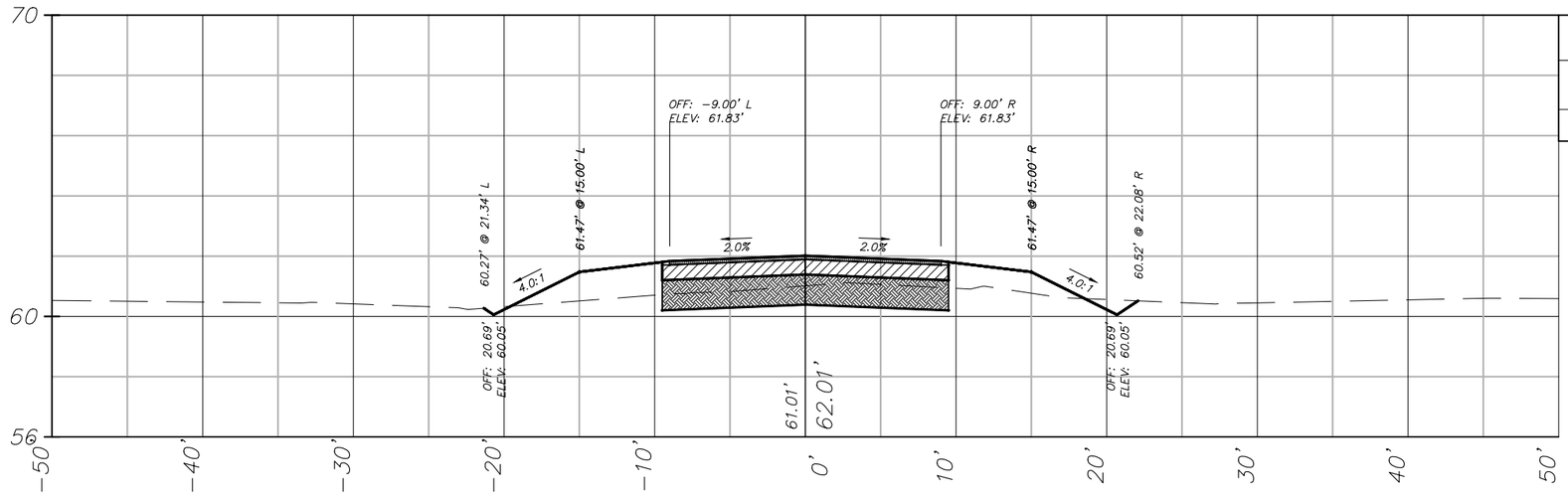
1" 0 VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

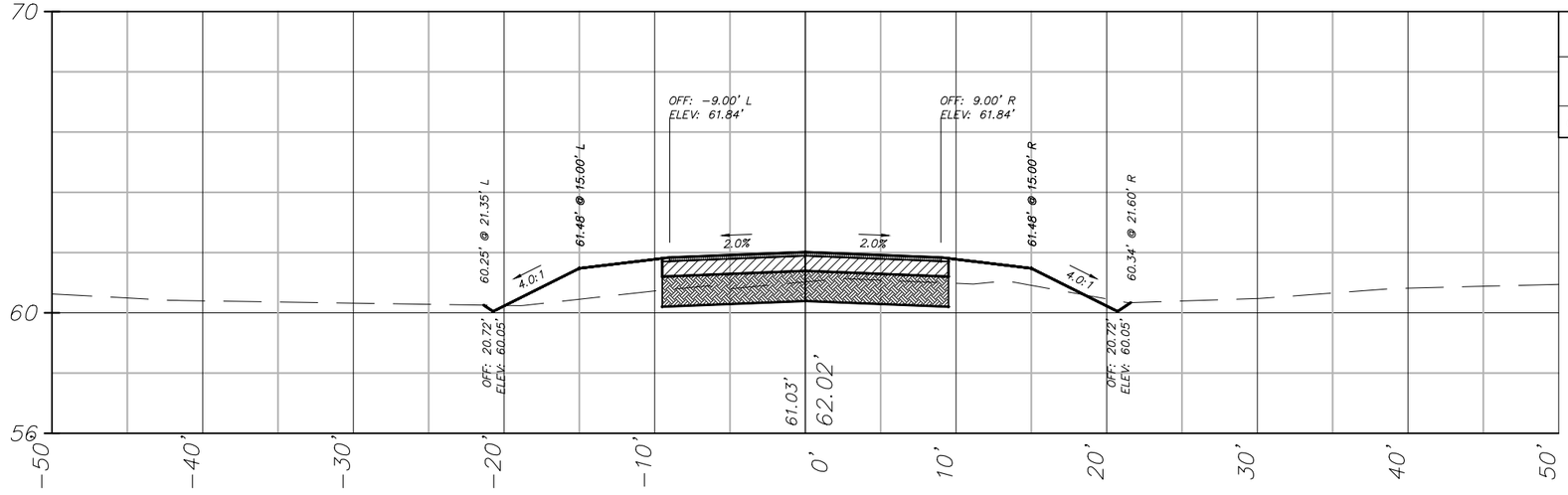
REVISION
DATE

FILE NAME: ELLISONFRITH_XS
PLOT DATE: 5/21/2020 4:28 PM

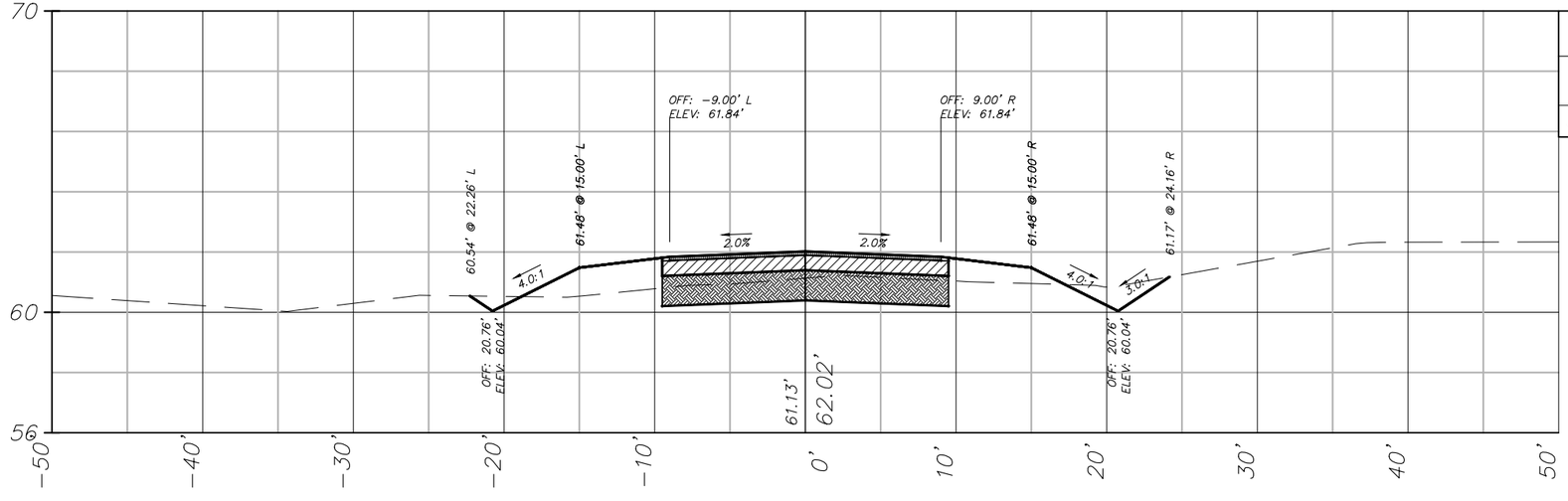
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STATION 12+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
1.09	19.76	1.55	39.65	89	109	-20



STATION 12+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
0.68	19.17	3.83	35.92	87	69	18



STATION 11+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
3.68	16.09	18.89	24.49	84	33	50

SCALE:
HOR: 1"=10'
VER: 1"=5'

PROJECT NO. 2015-004-ENG
SHEET NO. 13
SHEET 13 OF 27

PROJECT NAME: ELLISON FRITH RD
SHEET TITLE: CROSS SECTIONS
DATE: 5/21/20
SCALE: H: 1" = 10'

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

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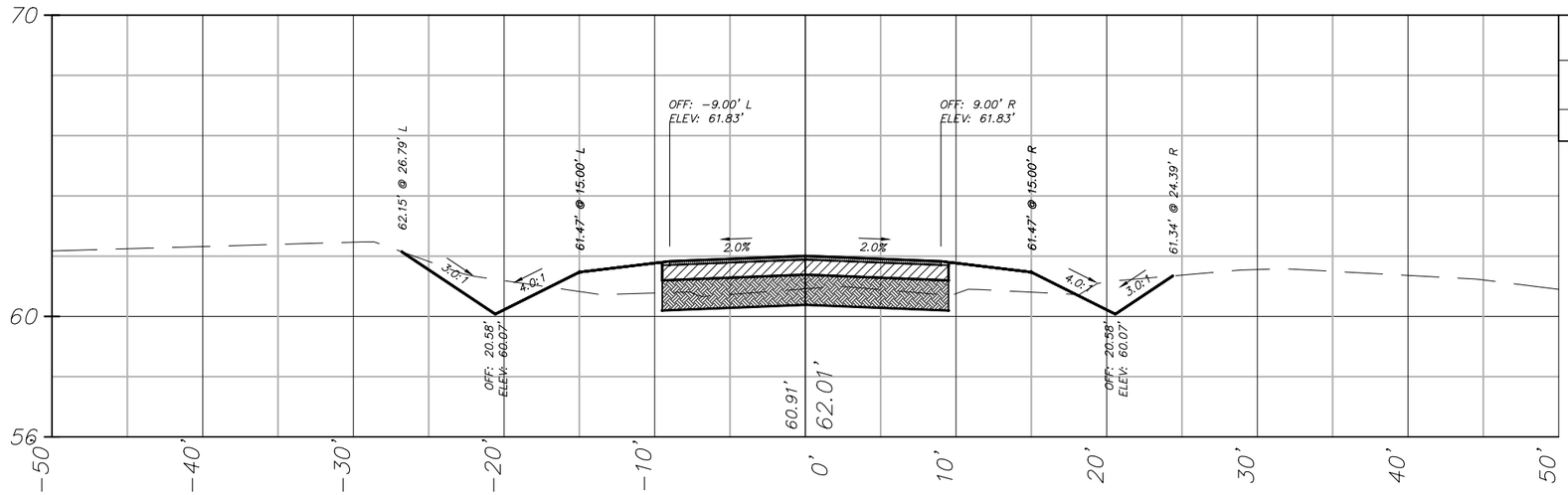
1" 0 VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

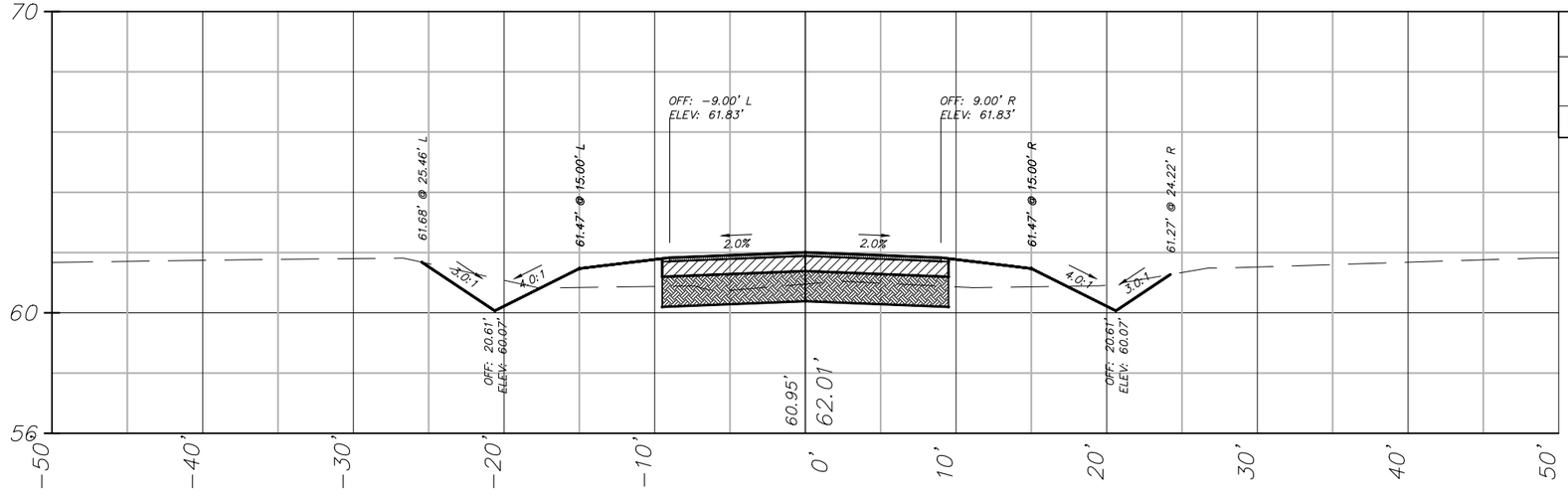
REVISION
DATE

FILE NAME: ELLISONFRITH_XS
PLOT DATE: 5/21/2020 4:28 PM

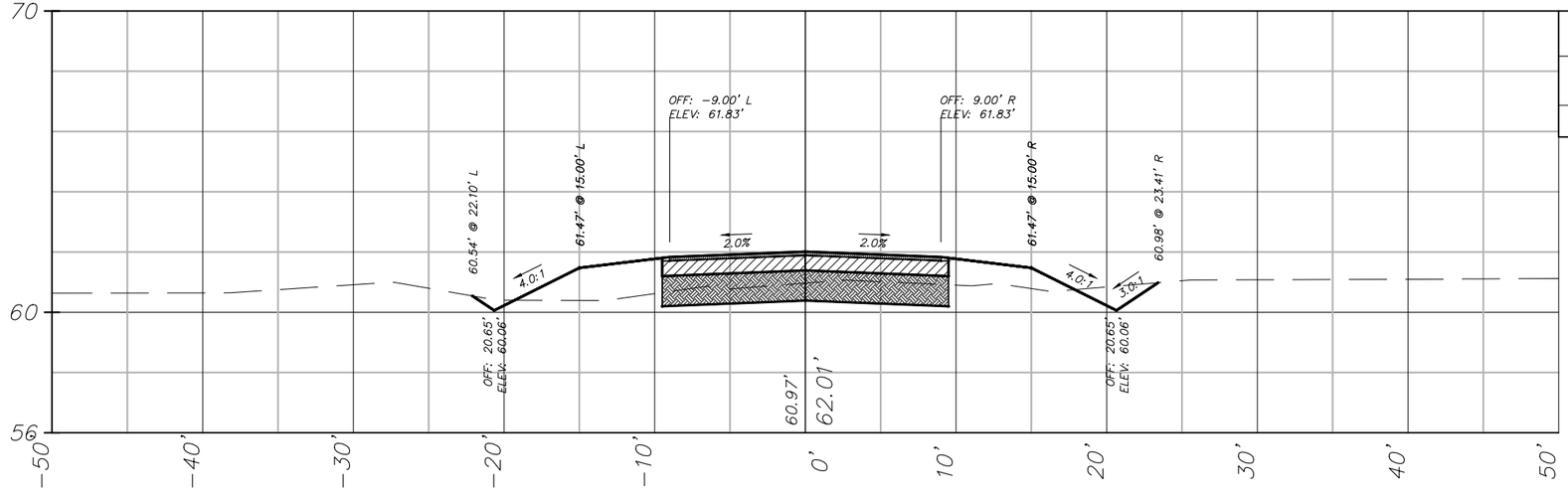
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STATION 14+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
8.90	19.51	14.19	37.66	115	228	-112



STATION 13+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
7.23	17.46	8.75	39.35	101	190	-89



STATION 13+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
2.72	21.18	3.35	41.69	92	151	-58

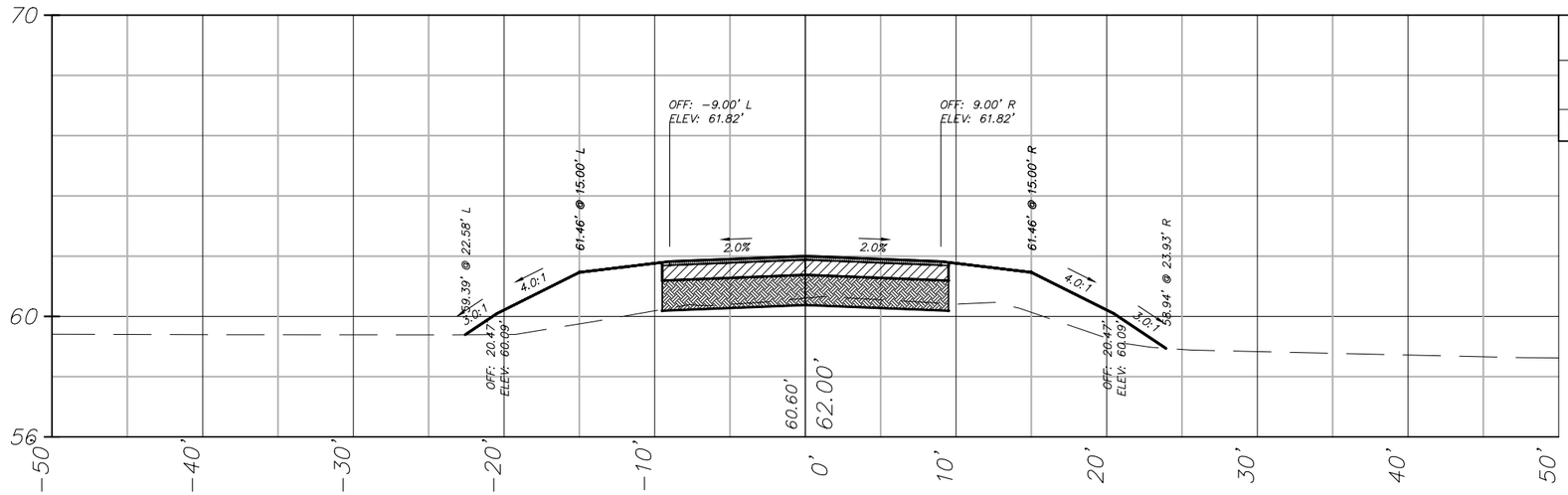
SCALE:
HOR: 1"=10'
VER: 1"=5'

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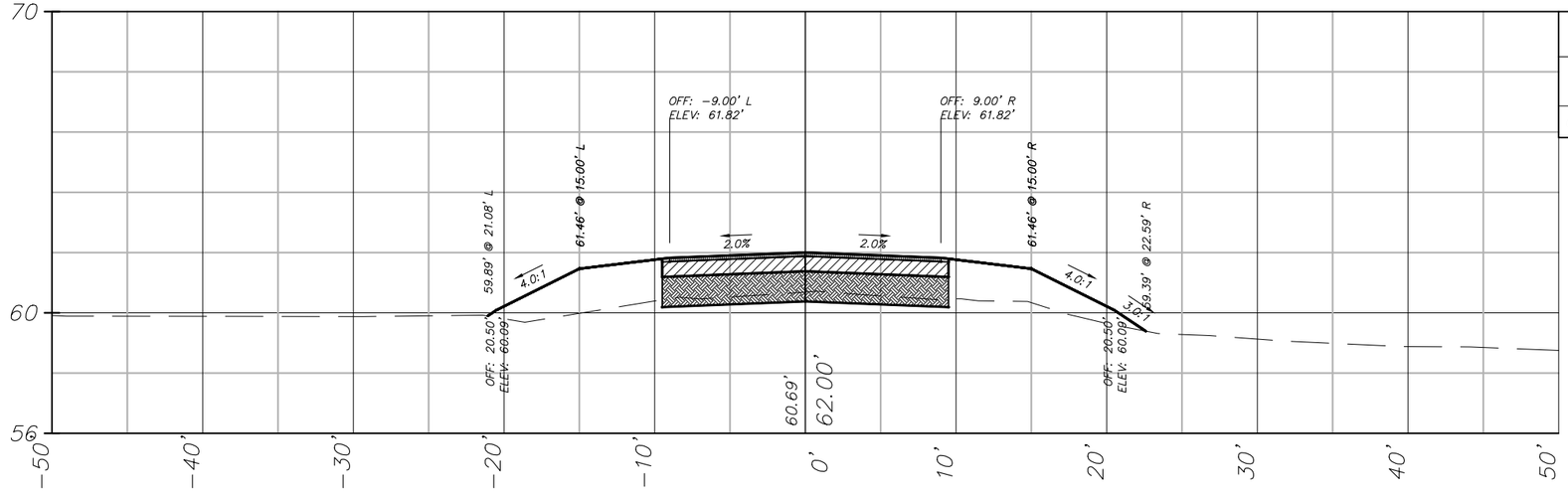
PROJECT NO.	2015-004-ENG
PROJECT NAME	ELLISON FRITH RD
SHEET NO.	14
SHEET TITLE	CROSS SECTIONS
SHEET	14 OF 27
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC
DATE	5/21/20
SCALE	H: 1" = 10'
SEAL	KENNETH R. DUDLEY 58014
REVISION	
PLOT DATE	5/21/2020 4:28 PM
FILE NAME	ELLISONFRITH_XS

1" 0 VERIFY SCALE

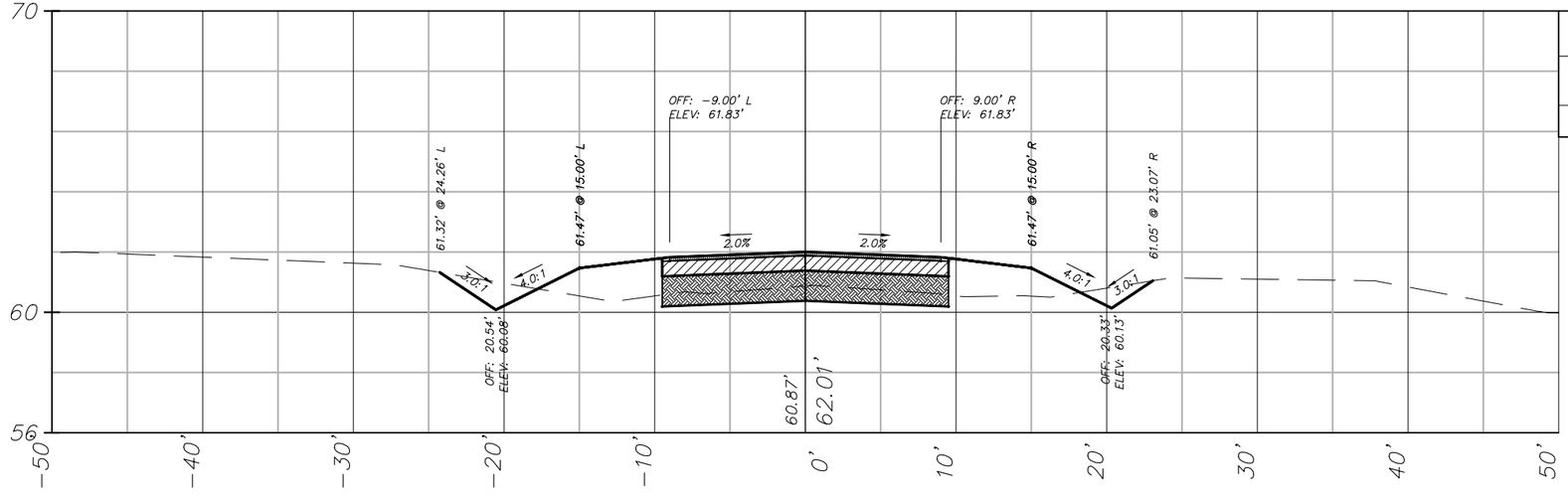
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STATION 15+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
0.00	46.22	0.00	86.62	131	426	-295



STATION 15+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
0.00	38.82	4.12	65.95	131	340	-208



STATION 14+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
4.69	25.93	11.95	46.29	127	274	-147

SCALE:
HOR: 1"=10'
VER: 1"=5'

PROJECT NO. 2015-004-ENG
SHEET NO. 15
SHEET 15 OF 27

PROJECT NAME: ELLISON FRITH RD
SHEET TITLE: CROSS SECTIONS
DATE: 5/21/20
SCALE: H: 1" = 10'

DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

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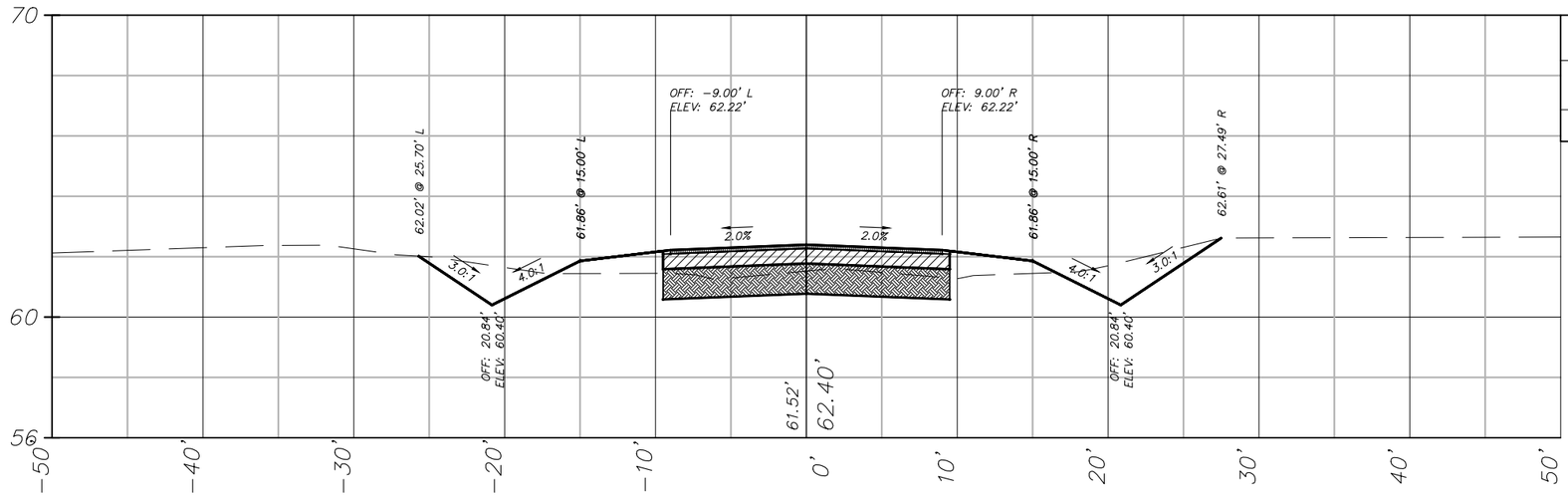
1" 0 VERIFY SCALE

SEAL: KENNETH R. DUDLEY 58014

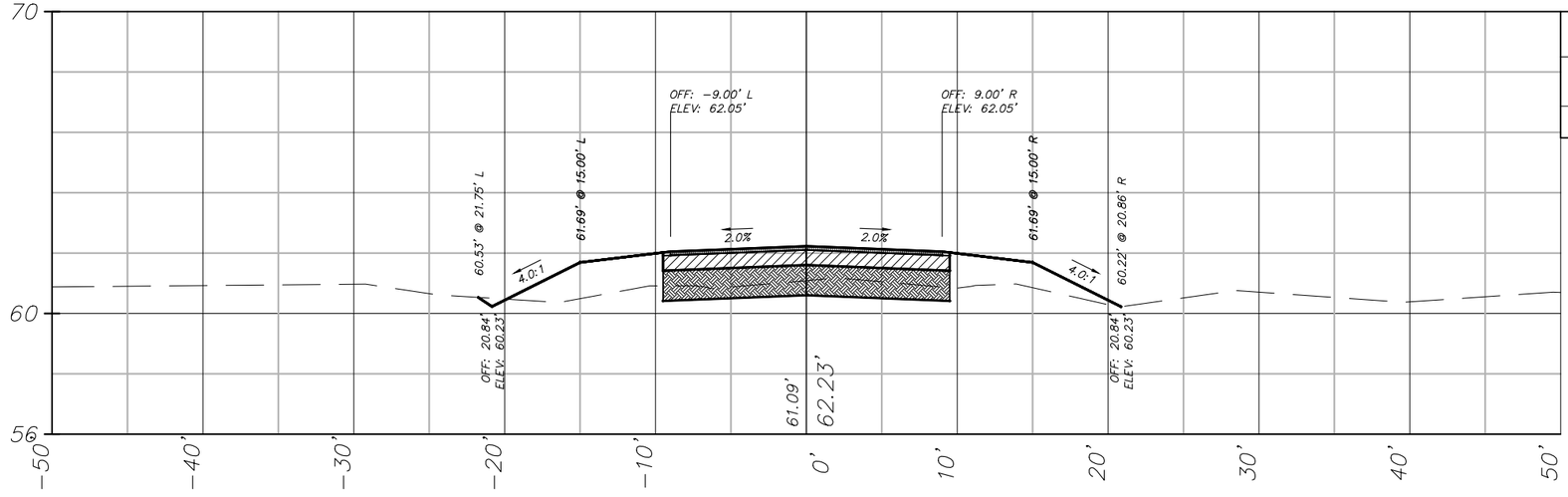
REVISION / DATE

FILE NAME: ELLISONFRITH_XS
PLOT DATE: 5/21/2020 4:28 PM

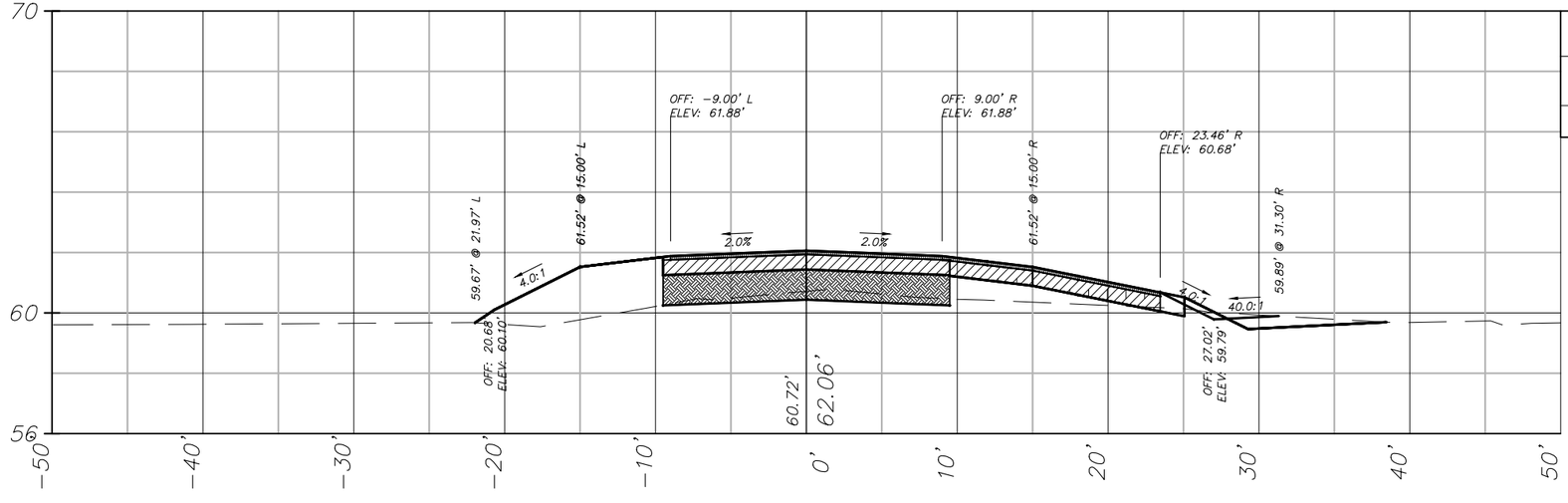
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STATION 17+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
13.38	12.12	11.99	39.78	149	616	-466



STATION 16+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
0.26	26.94	3.00	64.84	137	576	-439



STATION 16+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
3.15	36.72	2.77	84.48	134	511	-377

SCALE:
HOR: 1"=10'
VER: 1"=5'

PROJECT NO. 2015-004-ENG
SHEET NO. 16
SHEET 16 OF 27

PROJECT NAME: ELLISON FRITH RD
SHEET TITLE: CROSS SECTIONS
SCALE: H: 1" = 10'
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
DATE: 5/21/20
APPROVED BY: BOCC

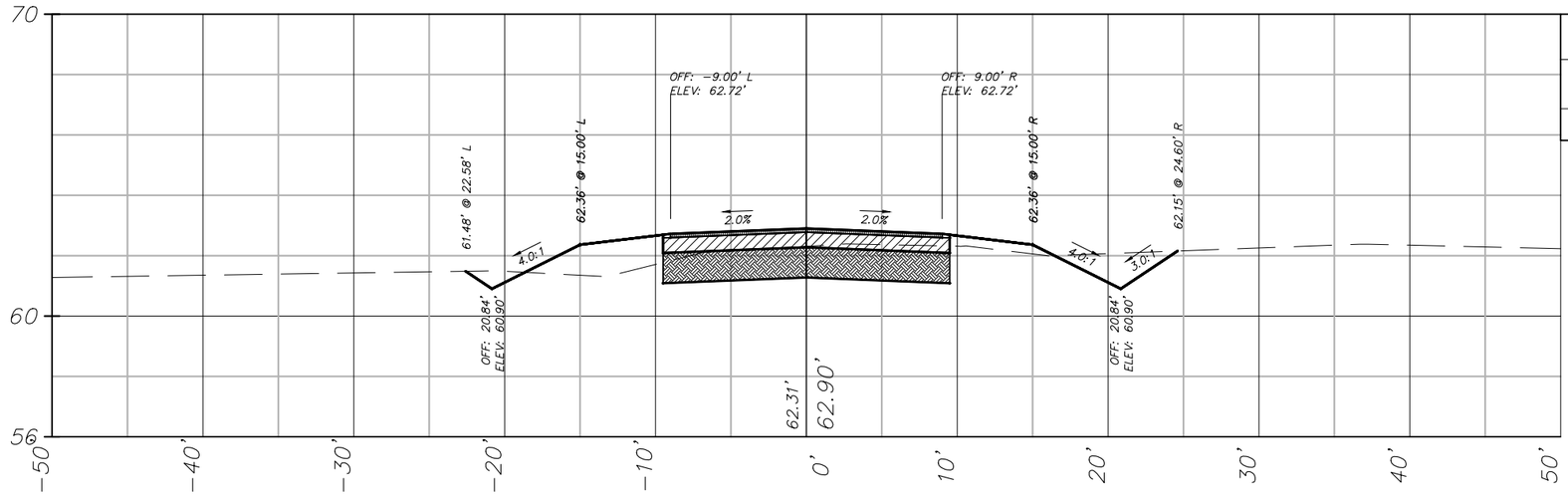
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201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

1" 0 VERIFY SCALE

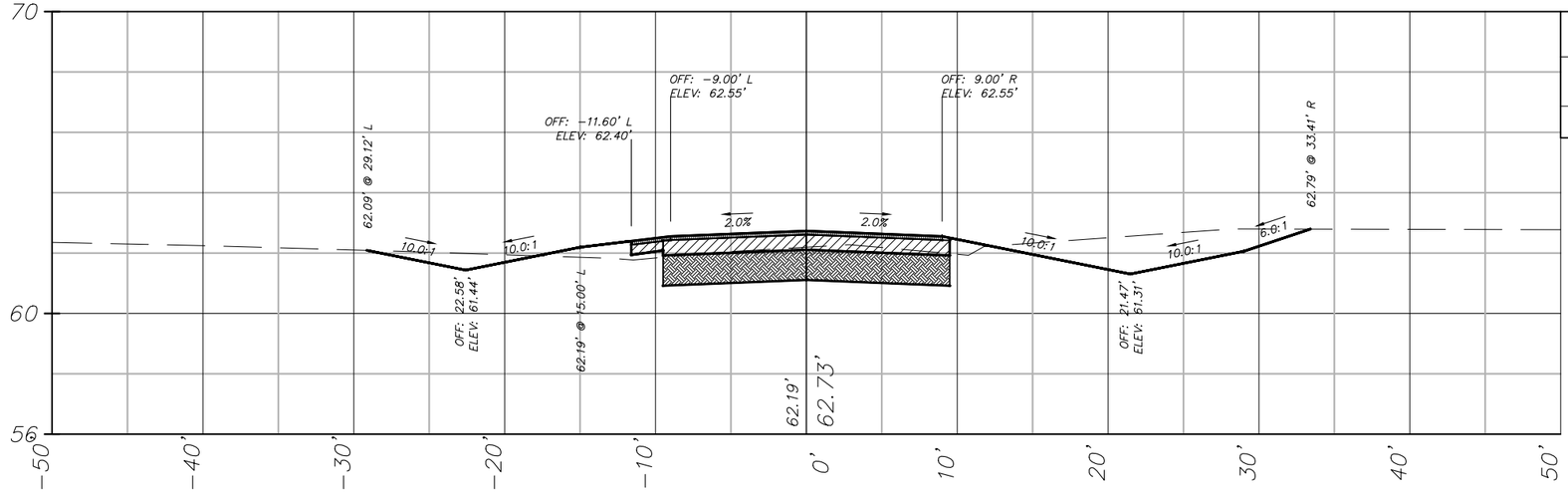
SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
FILE NAME: ELLISONFRITH_XS
PLOT DATE: 5/21/2020 4:28 PM

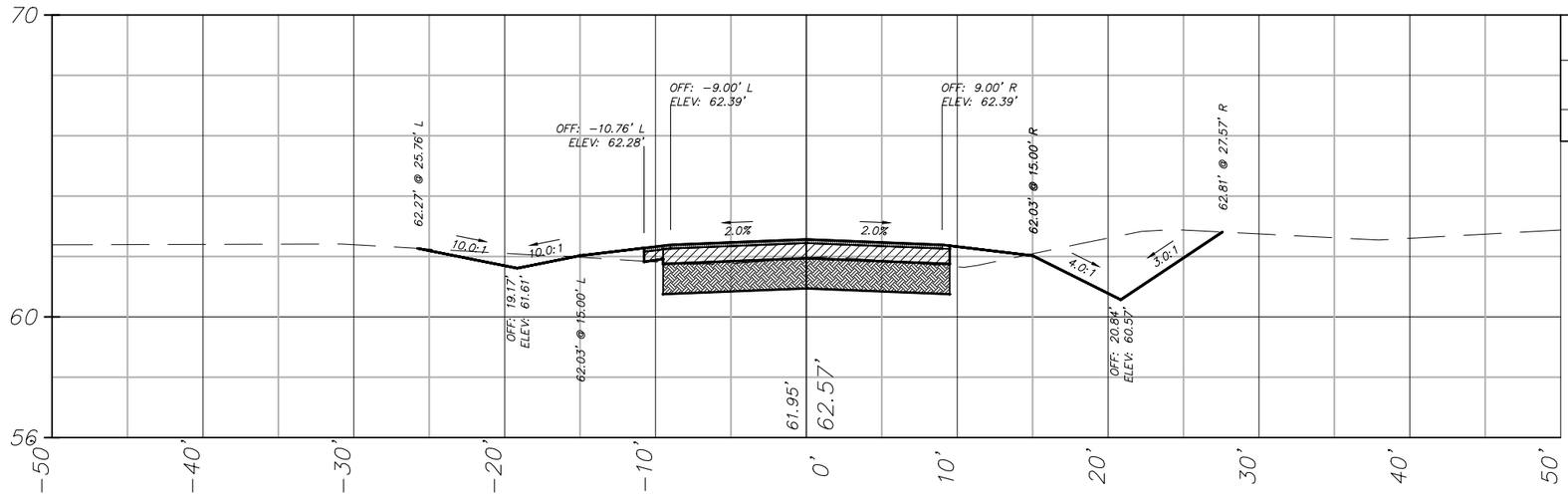
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.



STATION 18+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
7.70	10.13	24.29	13.82	233	653	-420



STATION 18+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
19.91	3.45	32.40	7.25	208	639	-431



STATION 17+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
16.92	3.67	26.65	16.08	176	632	-456

SCALE:
HOR: 1"=10'
VER: 1"=5'

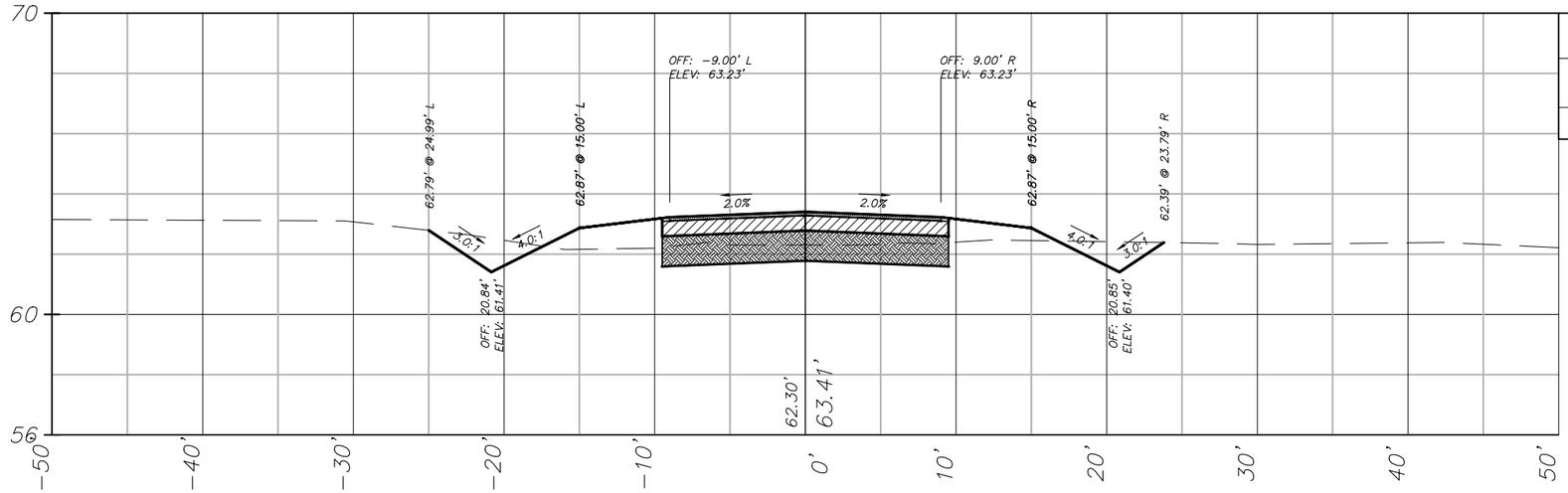
TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO. 2015-004-ENG
PROJECT NAME ELLISON FRITH RD
SHEET NO. 17
SHEET 17 OF 27
SHEET TITLE ---- CROSS SECTIONS
SCALE H: 1" = 10'
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
DATE 5/21/20
APPROVED BY BOCC
1" VERIFY SCALE 0

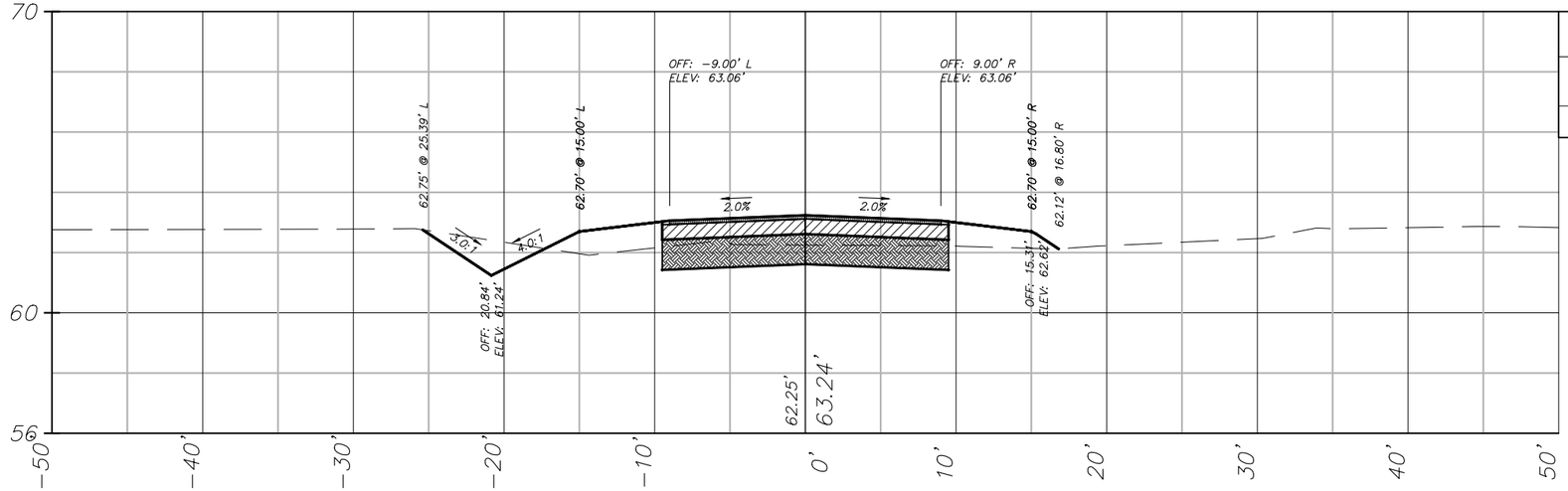
SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
PLOT DATE 5/21/2020 4:28 PM
FILE NAME ELLISONFRITH_XS

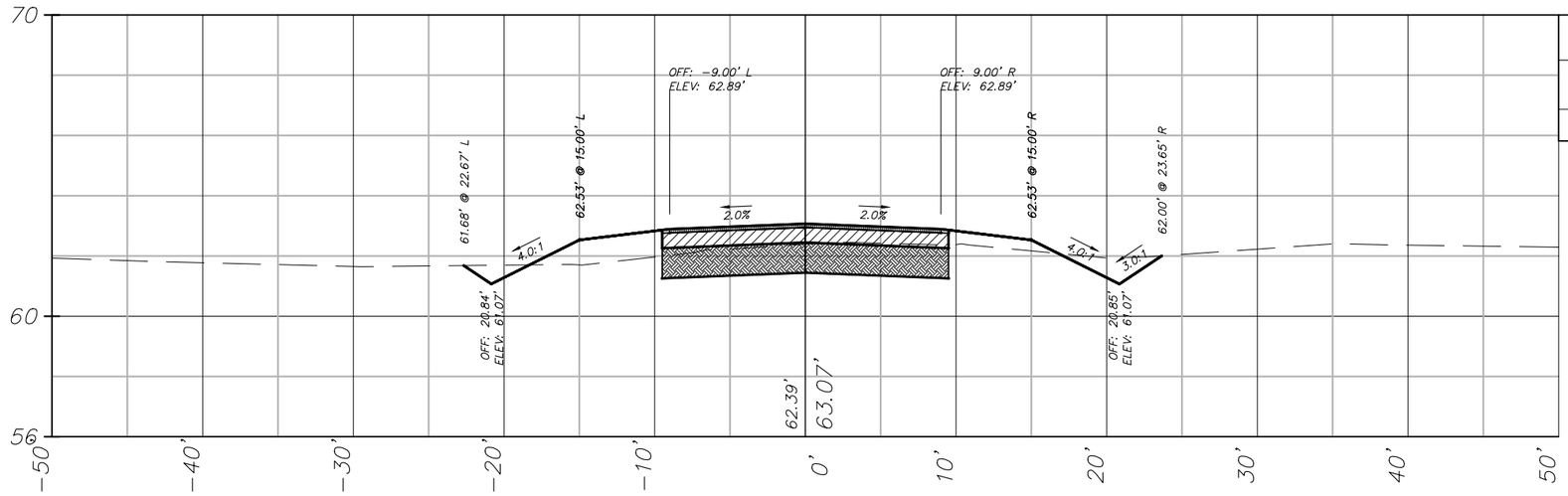
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.



STATION 20+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
7.83	16.11	11.07	31.37	263	729	-466



STATION 19+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
4.75	14.69	8.47	24.96	252	698	-446



STATION 19+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
4.88	9.81	11.07	20.31	244	673	-429

SCALE:
HOR: 1"=10'
VER: 1"=5'

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PROJECT NO.	2015-004-ENG
PROJECT NAME	ELLISON FRITH RD
SHEET NO.	18
SHEET TITLE	CROSS SECTIONS
DESIGNED BY	KRD
DRAWN BY	KRD
CHECKED BY	KRD
APPROVED BY	BOCC
DATE	5/21/20
SCALE	H: 1" = 10'
SHEET	18 OF 27

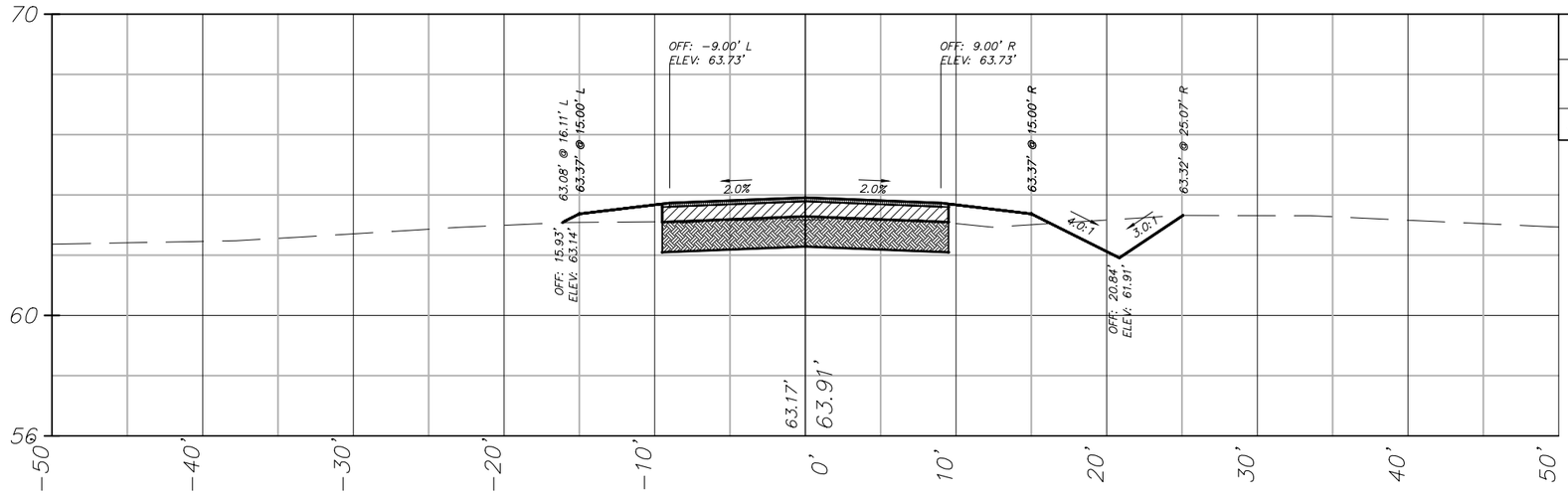
SEAL
KENNETH R. DUDLEY
58014

REVISION	DATE
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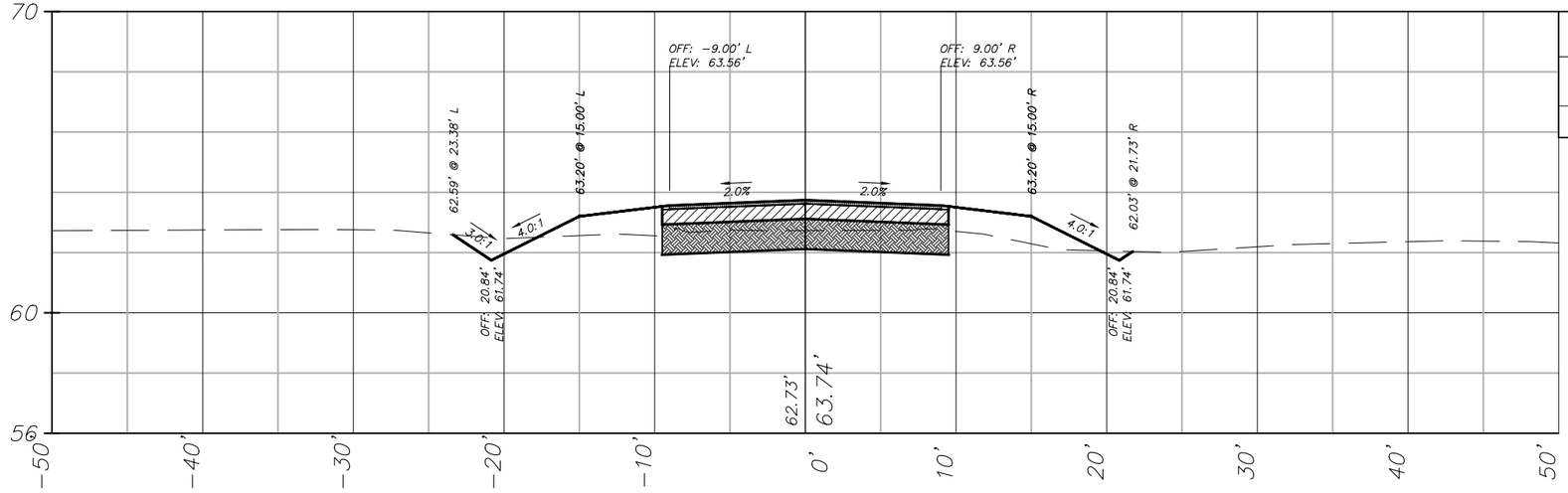
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FILE NAME: ELLISONFRITH_XS

1" 0 VERIFY SCALE

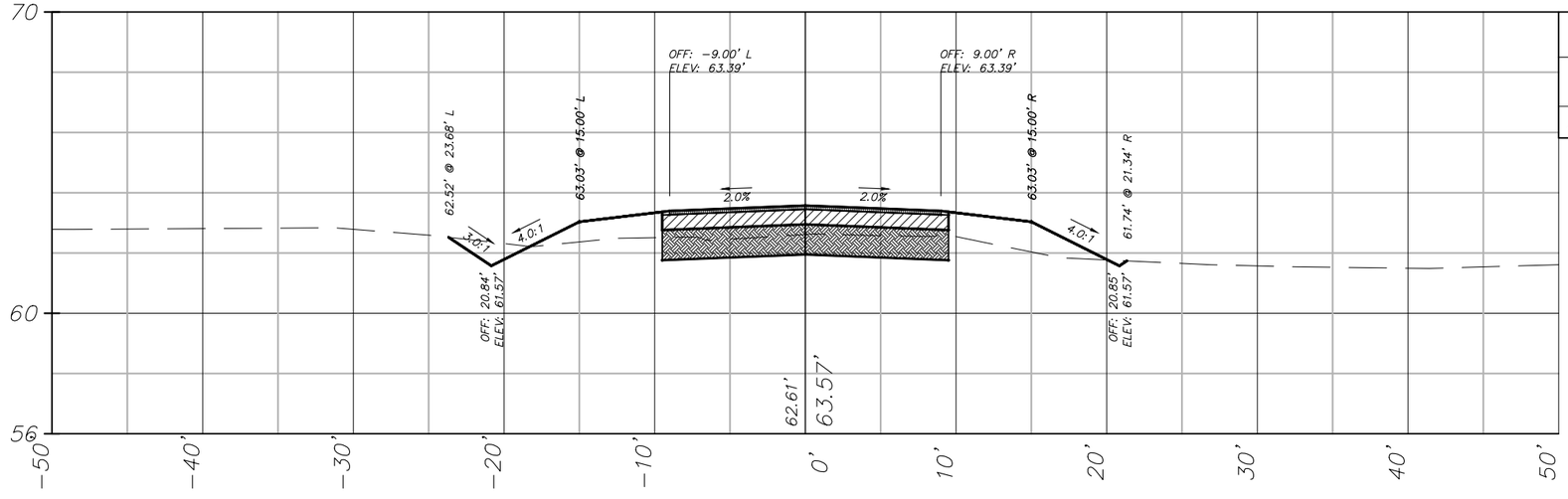
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.



STATION 21+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
5.69	6.67	7.10	24.67	283	826	−543



STATION 21+00						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
2.37	17.55	4.05	36.78	276	801	−525



STATION 20+50						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
2.24	18.56	8.86	35.30	272	765	−493

SCALE:
HOR: 1”=10’
VER: 1”=5’

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PROJECT NO. 2015-004-ENG
SHEET NO. 19
SHEET 19 OF 27

PROJECT NAME: ELLISON FRITH RD
SHEET TITLE: CROSS SECTIONS
DATE: 5/21/20
SCALE: H: 1" = 10'

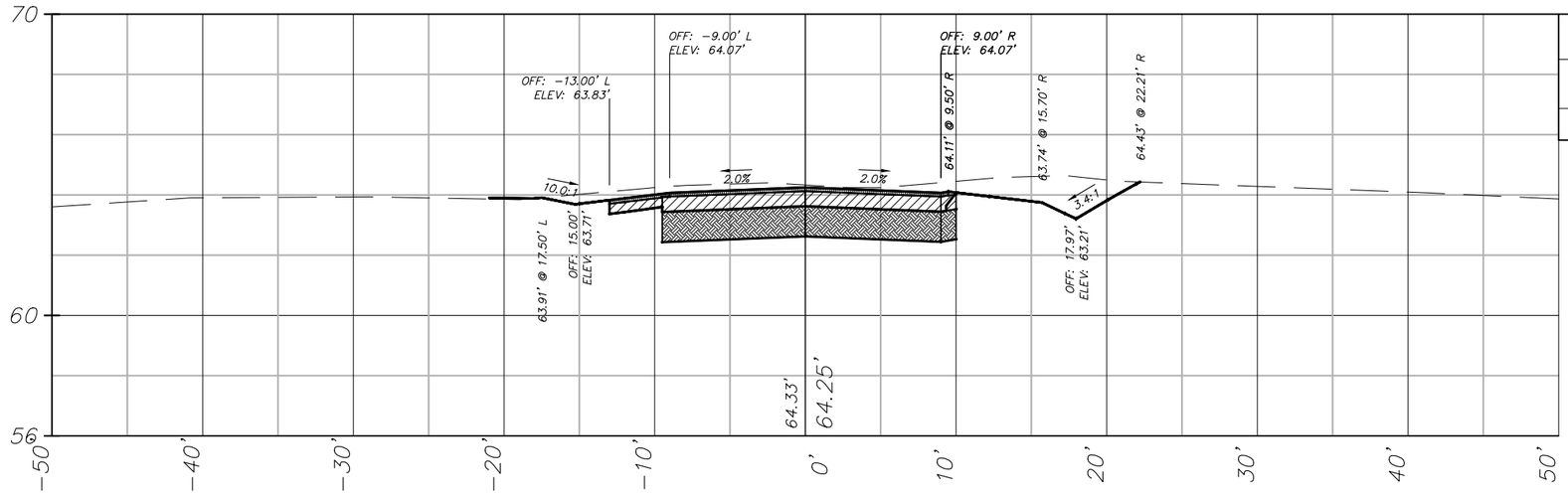
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
APPROVED BY: BOCC

1" 0 VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

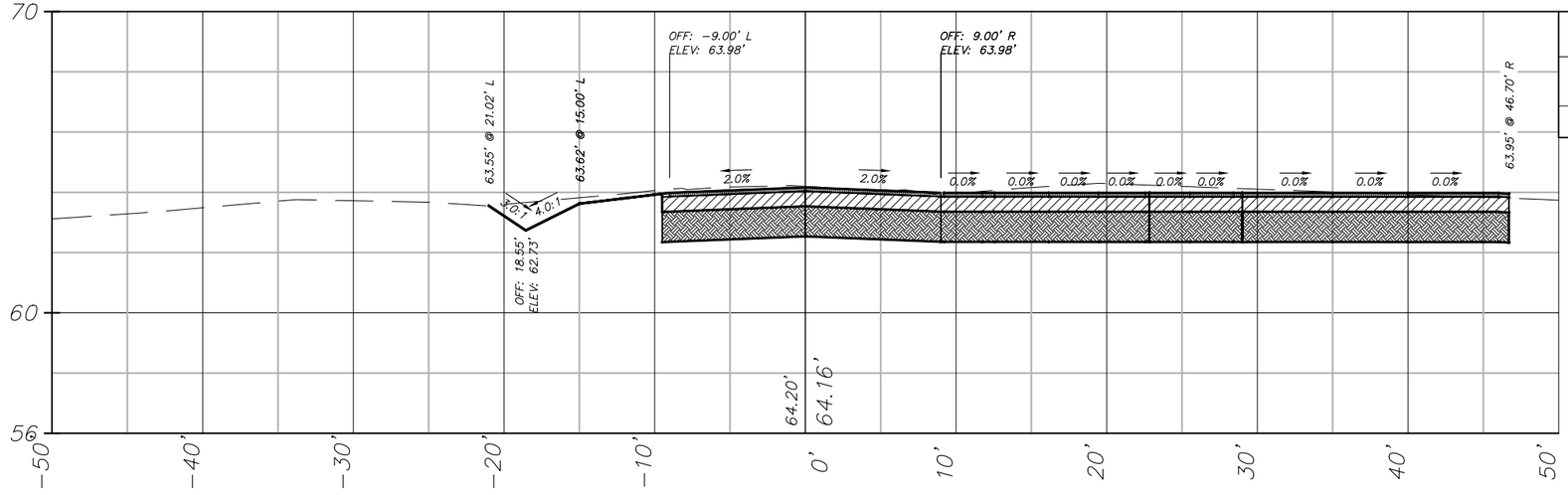
REVISION
DATE
PLOT DATE: 5/21/2020 4:29 PM
FILE NAME: ELLISONFRITH_XS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



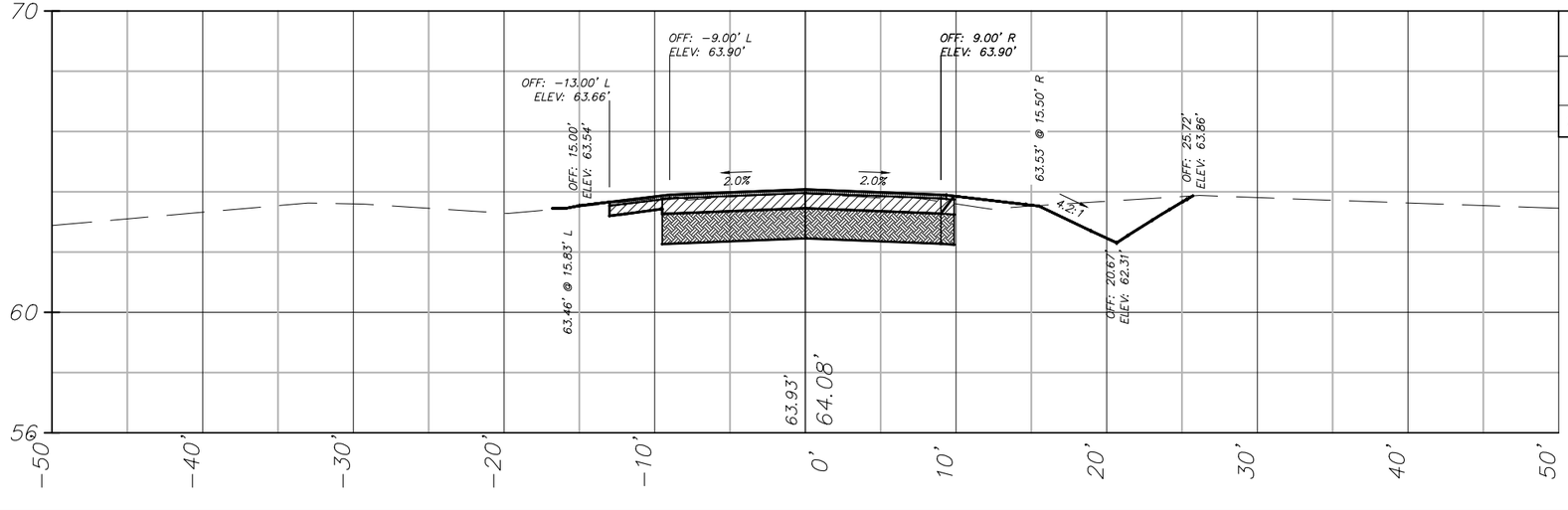
STATION 22+50

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
27.97	0.10	31.44	0.05	362	835	−473



STATION 22+25

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
43.52	0.00	26.79	0.64	330	835	−505



STATION 22+00

Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
17.38	1.25	20.30	8.07	303	834	−531

SCALE:
HOR: 1”=10’
VER: 1”=5’

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PROJECT NO. 2015-004-ENG
SHEET NO. 20
SHEET 20 OF 27

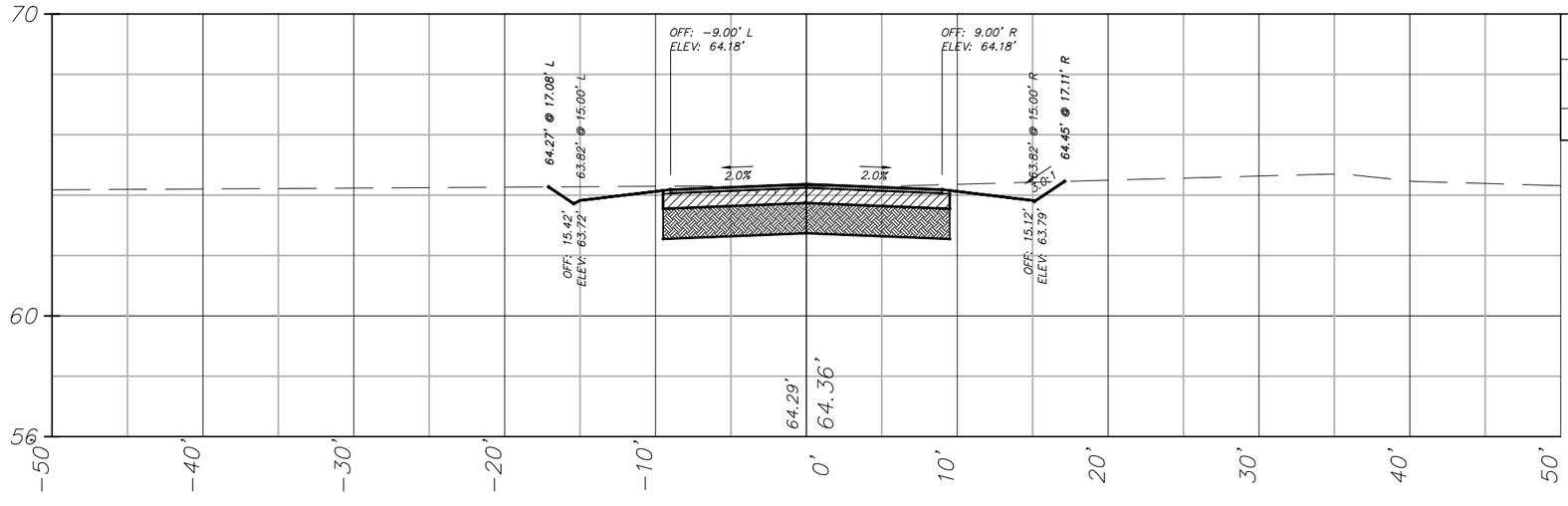
PROJECT NAME: ELLISON FRITH RD
SHEET TITLE: CROSS SECTIONS
SCALE: H: 1" = 10'
DESIGNED BY: KRD
DRAWN BY: KRD
CHECKED BY: KRD
DATE: 5/21/20
APPROVED BY: BOCC

1" 0 VERIFY SCALE

SEAL
KENNETH R. DUDLEY
58014

REVISION
DATE
PLOT DATE: 5/21/2020 4:29 PM
FILE NAME: ELLISONFRITH_XS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15−23.004, F.A.C.



STATION 22+84.38						
Cut A	Fill A	Cut V	Fill V	Cumul. Cut V	Cumul. Fill V	Net Vol
17.66	0.00	27.61	0.07	389	835	-446

SCALE:
HOR: 1"=10'
VERIFY: 1"=5'

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
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DESIGNED BY KRD	PROJECT NAME ELLISON FRITH RD	PROJECT NO. 2015-004-ENG	
DRAWN BY KRD	SHEET TITLE ---	SHEET NO. 21	
CHECKED BY KRD	CROSS SECTIONS		
APPROVED BY BOCC	DATE 5/21/20	SCALE H: 1" = 10'	SHEET 21 OF 27

SEAL
KENNETH R. DUDLEY
58014

DATE	REVISION
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PLOT DATE 5/21/2020 4:29 PM
FILE NAME ELLISONFRITH_XS

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SIGN REMOVAL/RELOCATION CHART

STATION	SIDE	SIGN DESCRIPTION	ITEM NO.
10+33	LT	R1-1 STOP & W14-1 DEAD END, SHARED COLUMN	700-1-60
12+03	RT	R2-1 15 MPH SPEED LIMIT	700-1-60
21+92	RT	R2-1, DRIVE SLOWLY	700-1-60

SIGN INSTALLATION CHART

STATION	SIDE	SIGN DESCRIPTION	(ITEM NO.)
10+33	LT	R1-1, 30", "STOP" W/ D3 "Ellison Frith Rd, xxxx" D3 "San Pedro Rd, xxxx"	700-1-11
10+50	RT	W14-1, 30", "DEAD END"	700-1-11
11+50	RT	R2-1, 24"x30", "20 MPH"	700-1-11

GENERAL NOTES:

1. IT SHOULD BE NOTED THAT EXISTING SIGNAGE REFLECTS INVENTORY DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE COUNTY ENGINEERING DIVISION.
2. FOR SIGN DETAILS USE THE MANUAL ON "STANDARD HIGHWAY SIGNS" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, CURRENT EDITION. SIZES SHALL MEET CURRENT MUTCD SIZES FOR "CONVENTIONAL ROADS."
3. SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THESE PLANS, THE TRAFFIC DESIGN STANDARDS, THE ELDER ROAD USERS PROGRAM, AND ADA REQUIREMENTS.
4. FDOT INDEX 700-101 NOTE NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE DRIVING LANE OR SIDEWALK WHICHEVER IS HIGHER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LENGTH OF THE COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION AND INSTALLATION.
6. THE PAVEMENT MARKINGS AT ALL EXISTING/PROPOSED INTERFACE LOCATIONS ARE TO MATCH IN TERMS OF ALIGNMENT AND COLOR UNLESS DIRECTED OTHERWISE BY THESE PLANS, THE COUNTY ENGINEERING DIVISION OR THE AUTHORIZED REPRESENTATIVE.
7. CONTRACTOR SHALL EXTEND ALL DOUBLE NO PASS MARKINGS 100 FEET FROM STOP BAR OR AS NOTED.
8. ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS NOTED OTHERWISE IN THE PLANS.
9. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION, SOIL PLATE AND BRACKET IF REQUIRED TO COMPLY WITH FDOT INDEX 700-010 AND 700-120.
10. REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.
11. THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN HE HAS COMPLETED STOCKPILING THE ROADWAY SIGNS THAT ARE TO BE REMOVED FROM THE PROJECT. THESE SIGNS SHALL BE DELIVERED TO THE COUNTY PUBLIC WORKS DIVISION FACILITY ON US 27 AS PART OF THE OVERALL PROJECT COST. FAILURE TO INCLUDE THIS COST WILL NOT JUSTIFY A CHANGE ORDER.
12. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF D-SERIES AND DIRECTIONAL SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION. REFLECTIVITY SHALL BE FIELD VERIFIED BY CONTRACTOR AND DOCUMENTED IN PRESENCE OF ENGINEERING DIVISION OR OWNER'S AUTHORIZED REPRESENTATIVE.
13. ALL STREET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE WHITE BORDER WITH BLUE BACKGROUND AS COMPARED TO WHITE BORDER WITH GREEN BACKGROUND FOR "PUBLIC" SIGNS. D-3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY P	QUANTITY F	NOTE(S)
700-1-11	SIGN SINGLE-POST (<12 s.f.)	AS	3		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-010 & 700-101
700-1-50	SIGN EXISTING SINGLE-POST (RELOCATE)	AS	--		
700-1-60	SIGN EXISTING SINGLE-POST (REMOVE)	AS	3		SALVAGE TO OWNER
700-2-60	SIGN EXISTING MULTI-POST (RELOCATE)	AS	--		
705-10-1	OBJECT MARKER, TYPE 1	AS	--		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-109; OM1-3 YELLOW RETROREFLECTIVE PANEL
705-10-2	OBJECT MARKER, TYPE 2, 6"x12" VERTICAL DELINEATOR	AS	--		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-106; OM2-2V WHITE & YELLOW
705-10-3	OBJECT MARKER, TYPE 3	AS	--		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-106
705-10-4	OBJECT MARKER, TYPE 4	AS	--		FURNISH AND INSTALL, SEE FDOT STANDARD PLAN 700-109, OM4-3, RED RETROREFLECTIVE PANEL

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1" 0 VERIFY SCALE

PROJECT NO. 2015-004-ENG
SHEET NO. S-1
SHEET 22 OF 27

PROJECT NAME ELLISON FRITH RD
SHEET TITLE SIGNAGE SCHEDULE
SCALE NTS
DATE 5/21/20

DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC

SEAL KENNETH R. DUDLEY 58014

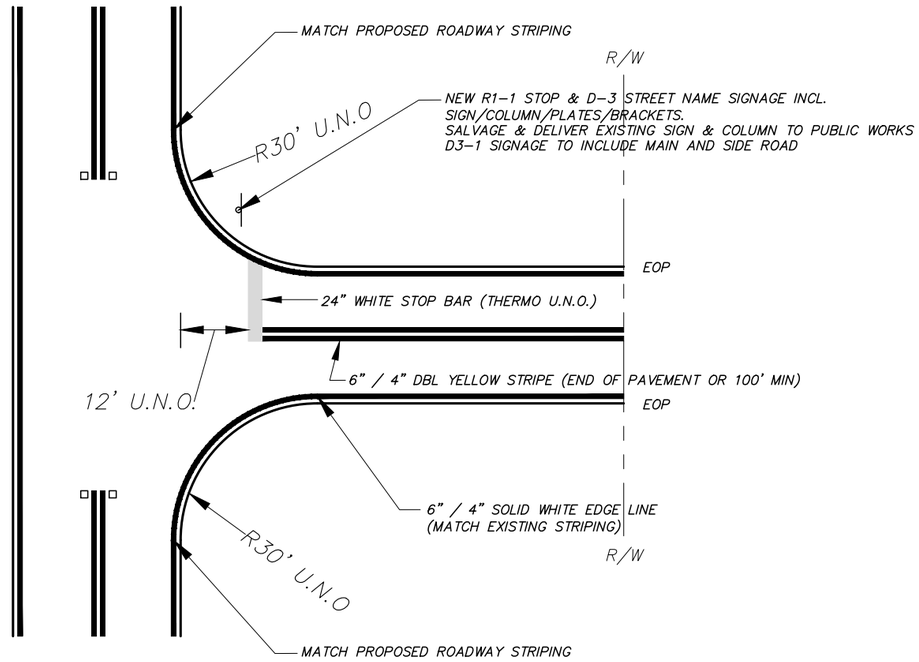
REVISION
DATE

PLOT DATE 5/21/2020 4:29 PM
FILE NAME C&QTO_EF

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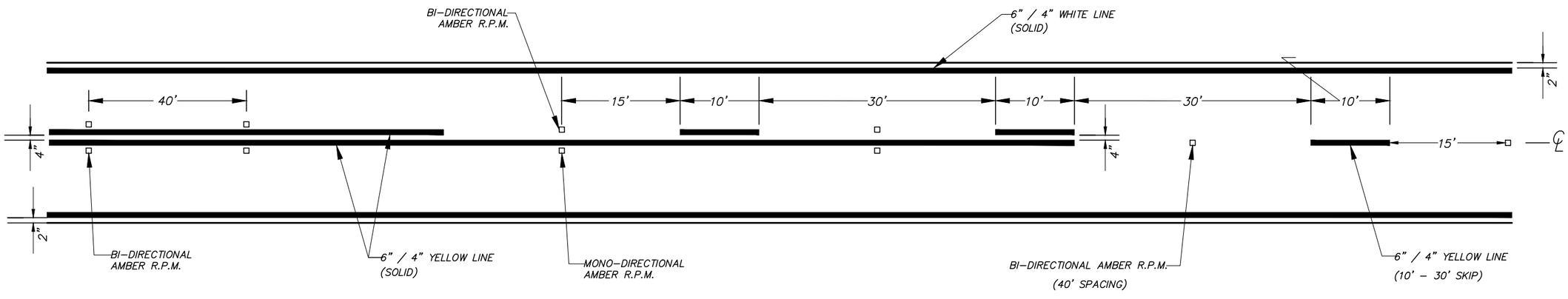
NO PASSING ZONE CHART

NO PASSING ZONE NO.	NORTH/EAST BOUND		WEST/SOUTH BOUND	
	FROM	TO	FROM	TO
1	10+20	21+96		
2	22+54	22+84		
3			22+84	22+54
4			21+96	10+20
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				



SIDE ROAD SIGNAGE/MARKING DETAIL

NTS



STANDARD STRIPING DETAIL

NTS

NOTE:

WHITE EDGE STRIPE AND R.P.M. ARE NOT INCLUDED IN THIS PROJECT FROM STA 10+20 TO STA 22+84.

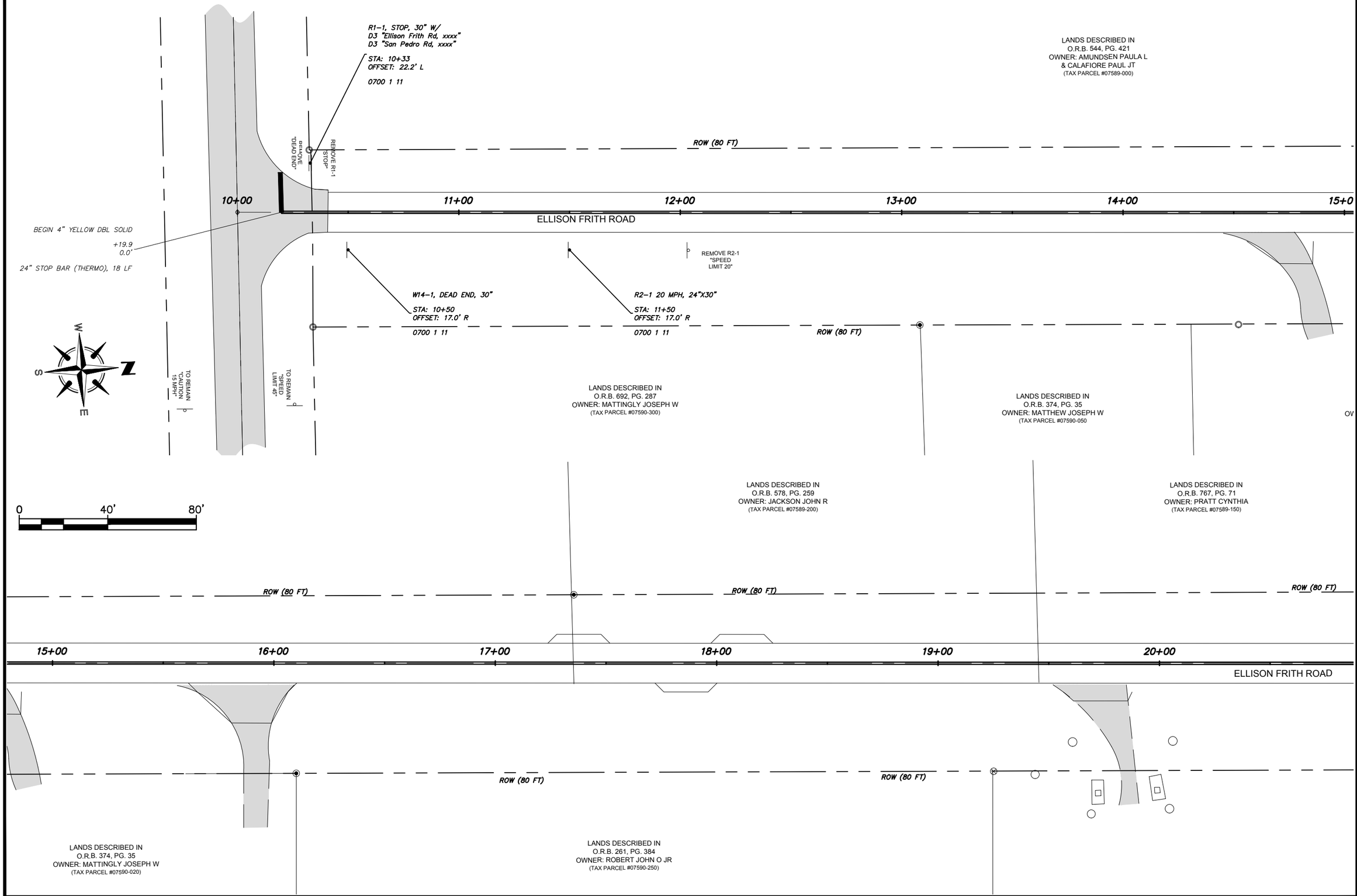
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PROJECT NO. 2015-004-ENG
PROJECT NAME ELLISON FRITH RD
SHEET NO. S-2
SHEET 23 OF 27
SHEET TITLE STRIPING PLAN
SCALE NTS
DATE 5/21/20
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
PLOT DATE 5/21/2020 4:29 PM
FILE NAME C&QTO_EF

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PROJECT NO. 2015-004-ENG

SHEET NO. S3

SHEET 24 OF 27

PROJECT NAME ELLISON FRITH RD

SHEET TITLE SIGNING & PAVEMENT MARKINGS

SCALE 1" = 40'

DATE 5/21/20

DESIGNED BY KRD

DRAWN BY KRD

CHECKED BY KRD

APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION
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1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

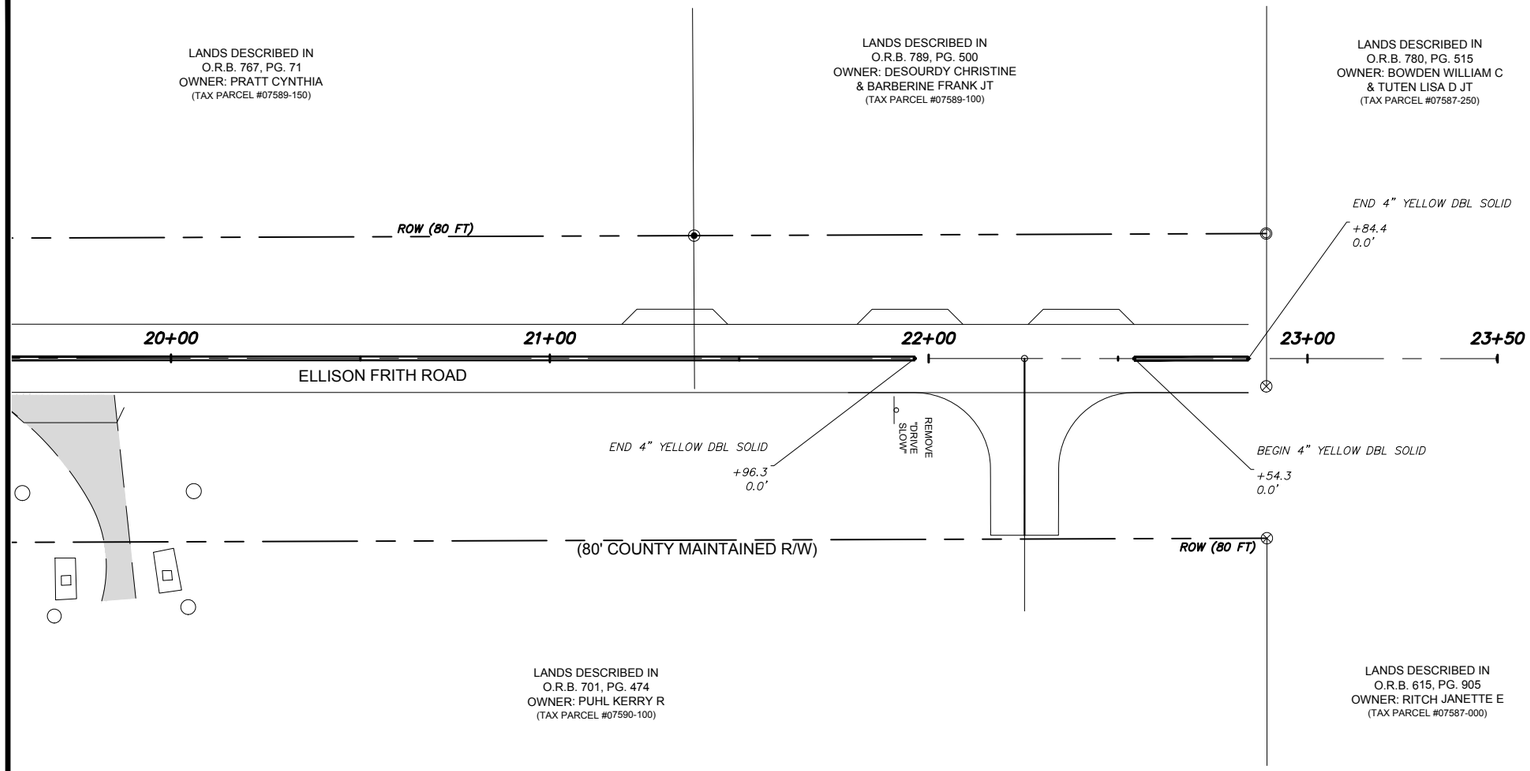
REVISION

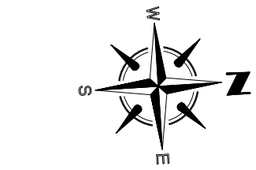
DATE

FILE NAME ELLISONFRITH_CORRID

PLOT DATE 5/21/2020 4:29 PM

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PROJECT NO. 2015-004-ENG

SHEET NO. S4

SHEET 25 OF 27

PROJECT NAME ELLISON FRITH RD

SHEET TITLE SIGNING & PAVEMENT MARKINGS

SCALE 1" = 40'

DATE 5/21/20

DESIGNED BY KRD

DRAWN BY KRD

CHECKED BY KRD

APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

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1" 0 VERIFY SCALE

DATE	REVISION
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FILE NAME ELLISONFRITH_CORRIDOR

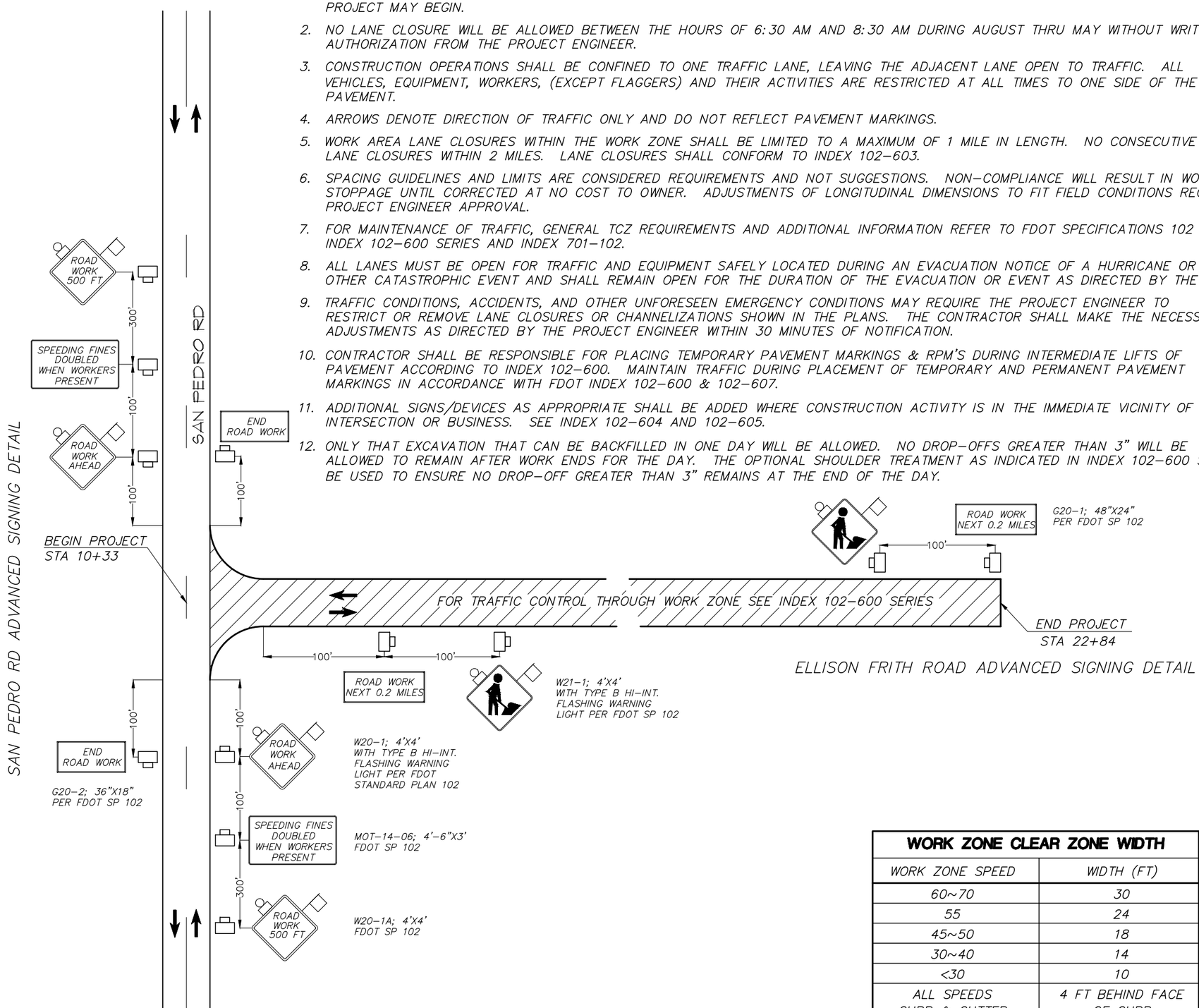
PLOT DATE 5/21/2020 4:29 PM

SEAL KENNETH R. DUDLEY 58014

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GENERAL NOTES

1. PERMANENT WORK ZONE SIGNAGE SHALL BE IN PLACE BEFORE CONTRACTOR MOBILIZES AND BEFORE ANY WORK ASSOCIATED WITH THIS PROJECT MAY BEGIN.
2. NO LANE CLOSURE WILL BE ALLOWED BETWEEN THE HOURS OF 6:30 AM AND 8:30 AM DURING AUGUST THRU MAY WITHOUT WRITTEN AUTHORIZATION FROM THE PROJECT ENGINEER.
3. CONSTRUCTION OPERATIONS SHALL BE CONFINED TO ONE TRAFFIC LANE, LEAVING THE ADJACENT LANE OPEN TO TRAFFIC. ALL VEHICLES, EQUIPMENT, WORKERS, (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT.
4. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
5. WORK AREA LANE CLOSURES WITHIN THE WORK ZONE SHALL BE LIMITED TO A MAXIMUM OF 1 MILE IN LENGTH. NO CONSECUTIVE LANE CLOSURES WITHIN 2 MILES. LANE CLOSURES SHALL CONFORM TO INDEX 102-603.
6. SPACING GUIDELINES AND LIMITS ARE CONSIDERED REQUIREMENTS AND NOT SUGGESTIONS. NON-COMPLIANCE WILL RESULT IN WORK STOPPAGE UNTIL CORRECTED AT NO COST TO OWNER. ADJUSTMENTS OF LONGITUDINAL DIMENSIONS TO FIT FIELD CONDITIONS REQUIRE PROJECT ENGINEER APPROVAL.
7. FOR MAINTENANCE OF TRAFFIC, GENERAL TCZ REQUIREMENTS AND ADDITIONAL INFORMATION REFER TO FDOT SPECIFICATIONS 102 & INDEX 102-600 SERIES AND INDEX 701-102.
8. ALL LANES MUST BE OPEN FOR TRAFFIC AND EQUIPMENT SAFELY LOCATED DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE EOR.
9. TRAFFIC CONDITIONS, ACCIDENTS, AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE PROJECT ENGINEER TO RESTRICT OR REMOVE LANE CLOSURES OR CHANNELIZATIONS SHOWN IN THE PLANS. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS AS DIRECTED BY THE PROJECT ENGINEER WITHIN 30 MINUTES OF NOTIFICATION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING TEMPORARY PAVEMENT MARKINGS & RPM'S DURING INTERMEDIATE LIFTS OF PAVEMENT ACCORDING TO INDEX 102-600. MAINTAIN TRAFFIC DURING PLACEMENT OF TEMPORARY AND PERMANENT PAVEMENT MARKINGS IN ACCORDANCE WITH FDOT INDEX 102-600 & 102-607.
11. ADDITIONAL SIGNS/DEVICES AS APPROPRIATE SHALL BE ADDED WHERE CONSTRUCTION ACTIVITY IS IN THE IMMEDIATE VICINITY OF AN INTERSECTION OR BUSINESS. SEE INDEX 102-604 AND 102-605.
12. ONLY THAT EXCAVATION THAT CAN BE BACKFILLED IN ONE DAY WILL BE ALLOWED. NO DROP-OFFS GREATER THAN 3" WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE DAY. THE OPTIONAL SHOULDER TREATMENT AS INDICATED IN INDEX 102-600 SHALL BE USED TO ENSURE NO DROP-OFF GREATER THAN 3" REMAINS AT THE END OF THE DAY.



ELLISON FRITH ROAD ADVANCED SIGNING DETAIL

WORK ZONE CLEAR ZONE WIDTH	
WORK ZONE SPEED	WIDTH (FT)
60~70	30
55	24
45~50	18
30~40	14
<30	10
ALL SPEEDS CURB & GUTTER	4 FT BEHIND FACE OF CURB

DRAWING SYMBOLS

WORK ZONE

WORK ZONE SIGN

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO. 2015-004-ENG
PROJECT NAME ELLISON FRITH RD
SHEET NO. TC-1
SHEET TITLE TRAFFIC CONTROL
SHEET 26 OF 27
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
DATE 5/21/20
SCALE NTS
APPROVED BY BOCC
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

REVISION
DATE
PLOT DATE 5/21/2020 4:30 PM
FILE NAME C#QTO_EF

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.

THE FOLLOWING NARRATIVE OF THE STORM WATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS.

THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS:
* THIS NARRATIVE DESCRIPTION,
* THE DOCUMENTS REFERENCED BY THIS NARRATIVE,
* THE CONTRACTOR'S APPROVED EROSION AND SEDIMENT CONTROL PLAN AS REQUIRED BY SPECIFICATION SECTION 104,
* REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.a THE PROJECT CONSISTS OF IMPROVING AN EXISTING GRADED ROADWAY, SIGNAGE AND DRAINAGE IMPROVEMENTS.

1.b SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION ACTIVITIES. THE FOLLOWING IS A LIST OF SOIL DISTURBANCE ACTIVITIES FOR THIS CONSTRUCTION PROJECT:

1. EARTH WORK ASSOCIATED WITH ROADWAY CONSTRUCTION, SHOULDERS AND SWALES.
2. ~~ADDING ENDWALL/MITERED END SECTIONS TO SIDE/CROSS DRAIN PIPE CULVERTS~~

1.c AREA ESTIMATES:

TOTAL SITE AREA:	2.3 +/- ACRES
TOTAL AREA TO BE DISTURBED:	1.7 +/- ACRES

1.d RUNOFF DATA:

RUNOFF COEFFICIENTS:

BEFORE: C(b) = 0.37
AFTER: C(a) = 0.37
DURING: VARIES FROM 0.37 TO 0.37

IN THE POST-DEVELOPMENT CONDITION, MOST OF THE RUNOFF DRAINS INTO EITHER THE DITCH OR LOW-LYING AREAS ADJACENT TO THE PROJECT. SOME OF THE RUNOFF WILL INFILTRATE THE GROUNDWATER BY PERCOLATION AND THE REMAINING WILL BE TRANSPORTED BY SHEETFLOW AND THE ROADSIDE DITCHES TO THE NEARBY OUTFALLS.

1.e SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW:

*APPROXIMATE SLOPES:	THE SLOPES OF THE SITE CAN BE SEEN IN THE TYPICAL SECTION AND THE CROSS SECTION SHEETS.
*AREAS OF SOIL DISTURBANCE:	THE AREAS TO BE DISTURBED ARE LIMITED TO ROADWAY CONSTRUCTION AND DRAINAGE IMPROVEMENTS.
*LOCATION OF TEMPORARY CONTROLS:	CONTROLS ARE REQUIRED AT ALL LOW-LYING AREAS AND AREAS ADJACENT TO WETLANDS.
*RECEIVING WATERS:	SOME OF THE RUNOFF FROM THE PROJECT AREA DRAINS INTO LOW-LYING AREAS ADJACENT TO THE PROJECT, WHICH WILL INFILTRATE INTO THE GROUNDWATER TABLE BY PERCOLATION. SOME WILL BE CARRIED BY THE ROADSIDE DITCHES TO CONVEYANCES THAT MAKE THEIR WAY TO THE CREEK(S) IDENTIFIED IN THE LOCATION MAP, PIMPLE CREEK.

DEWATERNING NOTES:

IF DEWATERING IS ANTICIPATED TO FACILITATE THE EXCAVATION OPERATIONS AND CONSTRUCTION OF STRUCTURE COMPONENTS IN-THE-DRY, IT SHOULD BE PERFORMED IN ACCORDANCE WITH SECTION 455-28 AND 455-29.2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

DISCHARGE OF PRODUCED GROUNDWATER TO SURFACE WATERS OF THE STATE FROM DEWATERING OPERATIONS IS REGULATED AND REQUIRED A PERMIT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).

DEWATERING PERMIT IS EXEMPTED UNDER THE PROVISIONS OF 40C-2.051, 40C-20 OR 40C-22 F.A.C IN THE FOLLOWING CIRCUMSTANCES:

1. THE WITHDRAWAL IS 300,000 GALLONS PER DAY OR LESS.
2. THE WITHDRAWAL DOES NOT EXCEED 30 DAYS IN DURATION.
3. THE WITHDRAWN IS NOT DISCHARGED DIRECTLY INTO AN OUTSTANDING FLORIDA WATER (OFW), CLASS I OR CLASS II WATER BODY. A DIRECT DISCHARGE MEANS WHICH ENTERS OFW, CLASS I RO CLASS II WATERS WITHOUT AN ADEQUATE OPPORTUNITY FOR PRIOR MIXING AND DILUTION TO PREVENT SIGNIFICANT DEGRADATION.
4. THE FOLLOWING TURBIDITY CONTROL MEASURES ARE IMPLEMENTED, AS APPROPRIATE, FOR ANY DISCHARGES OFF-SITE:

4.1. IF THE DISCHARGE IS TO BE TO A DRAINAGE SYSTEM, THE WATER SHALL BE PIPED DIRECTLY INTO THE DRAINAGE STRUCTURE, IF POSSIBLE; BUT IF THE DISCHARGE IS THROUGH A SWALE OR OVERLAND TO A STRUCTURE OR WATER BODY, THE PATH OF DISCHARGE SHALL BE LINED WITH VISQUEEN PLASTIC, SOD OR SYNTHETIC BALES APPROPRIATELY, TO PREVENT A TURBID DISCHARGE TO THE STRUCTURE OR WATER BODY.

4.2. IF WATER WILL DISCHARGE TO AN OPEN WATER BODY, APPROPRIATE FABRIC SILT SCREEN OR SYNTHETIC BALES SHALL BE USED TO PREVENT TURBID DISCHARGES. WHEN POSSIBLE, A DETENTION AREA SHALL BE ESTABLISHED TO ALLOW SUSPENDED SOLIDS TO SETTLE PRIOR TO ENTERING THE WATER BODY.

4.3. IF THE ABOVE TURBIDITY CONTROL MEASURES ARE INADEQUATE TO RETAIN SEDIMENT ON-SITE AND PREVENT TURBID DISCHARGE, ADDITIONAL OR MODIFIED EROSION AND SEDIMENT CONROL MEASURES MUST BE SELECTED, IMPLEMENTED AND OPERATED AS NECESSARY TO PREVENT VIOLATIONS OF WATER QUALITY STANDARDS AS SPECIFIED IN CHAPTER 62-302, F.A.C.

2.0 CONTROLS:

EROSION AND SEDIMENT CONTROLS:

ALL STRUCTURAL PRACTICES SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTION ACTIVITIES THAT EITHER DIRECTLY OR INDIRECTLY DISTURB STABILIZED AREAS. STABILIZATION PRACTICES SHALL BE PERFORMED AS SOON AS PRACTICAL AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. BUT IN ANY CASE THEY SHALL BE INITIATED WITHIN SEVEN (7) DAYS. THE CONTRACTOR SHALL BACKFILL AND TEMPORARILY STABILIZE WITH SOD WITHIN 48 HOURS OF COMPLETION OF THE CURING PERIOD FOR BOX CULVERTS OR BOX CULVERT EXTENSIONS, AND FOR DRAINAGE STRUCTURE MODIFICATIONS.

2.a. MODIFICATION OF THE SPECIFICATIONS ARE PERMISSIBLE IF IN ACCORDANCE WITH CURRENT MANUFACTURERS RECOMMENDATIONS, INDUSTRY STANDARD ON PRE-MANUFACTURED PRODUCTS AND APPROVED BY THE PROJECT ENGINEER. A STAKED SILT FENCE MAY BE SUBSTITUTED FOR HAY BALES IF APPROVED BY THE ENGINEER.

2.a.1 STABILIZATION PRACTICES:

THE DISTURBED AREAS OF THE REWORKED SHOULDERS SHALL BE STABILIZED WITH SEEDING AND MULCHING. PERMANENT SODDING AND GRASSING SHALL BE PLACED UNLESS DIRECTED OTHERWISE. SOD THAT IS PLACED ON 3:1 OR GREATER SHALL BE PEGGED.

STRAIGHT END WALLS SHALL BE SODDED IMMEDIATELY AFTER THEY ARE COMPLETED. SODDING SHALL BE PLACED IN ACCORDANCE WITH INDEX 430-022 AND 524-001 AND SPECIFICATION SECTIONS 104 AND 575.

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION.

ALL STABILIZATION PRACTICES SHALL BE INITIATED BY THE CONTRACTOR AS SOON AS PRACTICAL IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN NO CASE SHALL THE DISTURBED AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN (7) DAYS.

2.a.2 STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEERING DIVISION TEMPORARILY:

* SYNTHETIC BALES OR BALE TYPE BARRIERS SHALL BE IN ACCORDANCE WITH THE STANDARD INDEX 102 AND SPECIFICATION SECTION 104.
* SYNTHETIC BALES OR BALE TYPE BARRIERS DITCH BLOCKS SHALL BE PLACED IMMEDIATELY UPSTREAM (10 FT OR LESS) OF ALL SIDE DRAINS IN DISTURBED AREAS.
* SYNTHETIC BALES OR BALE TYPE BARRIERS DITCH BLOCKS PARALLEL TO THE ROADWAY ALONG DITCHES, AS SHOWN IN THE PLANS OR AS REQUIRED BY THE SPECIFICATIONS, SHALL BE SUPPLEMENTED WITH ADDITIONAL BALES IF ADDITIONAL SEASONAL WET AREAS HAVE BEEN ENCOUNTERED DURING CONSTRUCTION.
* SYNTHETIC BALES OR SILT FENCE SHALL BE PLACED ALONG ALL ROADSIDE DITCHES IN DISTURBED AREAS AS SHOWN ON CHART 1, DESIGN STANDARD 102.
* SILT FENCE IN ACCORDANCE WITH DESIGN STANDARD 102 AND SECTION 104, SPECIFICATIONS.
* PERMANENT: SOD, SEED AND MULCH

2.b STORMWATER MANAGEMENT:
EXISTING ROADSIDE DITCHES WILL BE UTILIZED TO CONVEY RUNOFF TO EXISTING OUTFALLS. TYPE III SILT FENCE SHALL BE USED AT CROSS DRAINS.

2.c OTHER CONTROLS:

2.c.1 WASTE DISPOSAL:

ALL WASTE GENERATED ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING:

* NO CONSTRUCTION WASTE WILL BE BURIED ON SITE AND MUST BE DISPOSED OF LEGALLY.
* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES.
* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

2.c.2 OFFSITE VEHICLE TRACKING AND DUST CONTROL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING THE OFFSITE VEHICLE TRACKING OF SEDIMENTS, AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEERING DIVISION:

* HAUL ROADS DAMPENED FOR DUST CONTROL.
* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.
* REMOVING EXCESS DIRT FROM SURROUNDING ROADS DAILY.
* STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106.
* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS MILLING, EXCAVATION, AND RESURFACING OPERATIONS.

2.c.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER OR SEPTIC TANK REGULATION:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURE TO COMPLY WITH APPLICABLE STATES AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEM. PORTABLE TOILETS SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR FOR PROJECT PERSONNEL.

2.c.4 FERTILIZERS AND PESTICIDES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF EITHER SECTION 570 OR 577 OF THE SPECIFICATIONS.

2.c.5 TOXIC SUBSTANCES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.c.6 APPROVED STATE AND LOCAL PLANS AND PERMITS:

THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS.

3.0 MAINTENANCE:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM COMPLY WITH THE FOLLOWING:

* SILT FENCE: MAINTAIN PER SECTION 104, SPECIFICATIONS. THE CONTRACTOR SHALL REPLACE SILT FENCE ON 12 MONTH INTERVALS IF DETERMINED NECESSARY BY THE ENGINEER.
* SYNTHETIC BALES: REMOVE SEDIMENT WHEN IT REACHES HEIGHT OF BALES OR WHEN WATER PONDS. THE CONTRACTOR SHALL REPLACE STRAW BALES ON 3 MONTH INTERVALS IF DETERMINED NECESSARY BY THE ENGINEER.
* STAKED TURBIDITY BARRIER: MAINTAIN PER SECTION 104, SPECIFICATIONS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAGES AND RECORD THE DAILY RAINFALL. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION
* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN PERMANENTLY STABILIZED
* STRUCTURAL CONTROL ITEMS (SILT FENCE, TURBIDITY BARRIER AND STRAW BALES)
* POINTS OF DISCHARGE TO THE WATER OF THE UNITED STATES
* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTION INDICATES THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT TAYLOR COUNTY ENGINEERING DIVISION AT (850) 838-3500 OR TAYLOR COUNTY EMERGENCY MANAGEMENT AT (850) 838-3575.

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

PROJECT NO. 2015-004-ENG
SHEET NO. SW-1
SHEET 27 OF 27
PROJECT NAME ELLISON FRITH RD
SHEET TITLE STORMWATER PPP
DATE 5/21/20
SCALE NTS
DESIGNED BY KRD
DRAWN BY KRD
CHECKED BY KRD
APPROVED BY BOCC
1" 0 VERIFY SCALE

SEAL KENNETH R. DUDLEY 58014

DATE	REVISION
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PLOT DATE 5/21/2020 4:30 PM
FILE NAME C&QTO_EFF

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGEND AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TAYLOR COUNTY BOARD OF COMMISSIONERS 21	
County Commission Agenda Item	
SUBJECT/TITLE:	COMMISSIONERS TO CONSIDER ACCEPTANCE OF THE CARLTON CEMETERY SOLID WASTE FACILITY QUIT-CLAIM DEED FROM FOLEY CELLULOSE, LLC.
MEETING DATE REQUESTED:	June 1, 2020

Statement of Issue: Construction of the GP Pipeline project has necessitated relocation of the Carlton Cemetery Solid Wase Facility Storm Water Management Facility.

Recommended Action: The Board should approve accepting the proposed Quit-Claim Deed associated with the Carlton Cemetery Solid Waste Facility.

Fiscal Impact: FISCAL YR 2019/20 - None

Budgeted Expense: N/A

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The GP Pipeline project is currently under construction. Its chosen route took it through the southern portion of the Carlton Cemetery Solid Waste Facility due to the secverity of the impacts associated with alternate locations. Originally, although the facility's Storm Water Management Facility was also located along the southern portion of the property, it was expected that the pipeline would be sufficiently lower than the bottom of the facilituy so as not to interfere with its operation. Unfortunately, due to turing angles and fittings, the pipeline impacted the SWMF more than an acceptable margin. As a result, Foley Cellulose has provided sufficient property and reconstructed a comparable SWMF immediately adjacent to the Carlton Cemtery Solid Waste Facility. To finalize that transfer, Foley has also deeded this property to Taylor County using a Quit-Claim instrument. See Attached.

Options:

1) Aprove the proposed deed and relocatd Storm Water Management Facility.

2) Reject or revise the proposed deed and relocatd SWMF, state reasons for denial.

Attachments:

Proposed Quit-Claim Deed
Survey of Lands

TAYLOR COUNTY FLORIDA ANNIE MAE MURPHY
Instrument: 200001668 Recorded: 04/15/2020 1:21 PM

OFFICIAL RECORDS: 1 of 2
Book: 813 Page: 131

Recording Fee: $18.50
Doc Stamps: $0.70

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this 2nd day of April, 2020, by FOLEY CELLULOSE LLC, a Delaware limited liability company, whose mailing address is 133 Peachtree Street, NE, Atlanta, Georgia 30303 to TAYLOR COUNTY, FLORIDA, a political subdivision, whose post office address is Post Office Box 620, Perry, Florida 32348, second party:

WITNESSETH, That the said first party, for and in consideration of the sum of $10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Taylor, State of Florida, to-wit:

A PORTION OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 315, PAGE 798 LYING IN SECTION 12, TOWNSHIP 5 SOUTH, RANGE 7 EAST SITUATED IN TAYLOR COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 7 EAST, AND THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 361 – A ALSO KNOWN AS PUCKETT ROAD; THENCE RUN NORTH 01°52'36" EAST ALONG SAID RIGHT OF WAY, 48.15 FEET; THENCE RUN SOUTH 88°07'24" EAST, 50.00 FEET; THENCE RUN NORTH 01°52'36" EAST, 200.00 FEET; THENCE RUN NORTH 88°07'24" WEST, 60.00 FEET BACK TO SAID RIGHT OF WAY; THENCE RUN NORTH 01°52'36" EAST ALONG SAID RIGHT OF WAY, 328.79 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH EAST AND HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 99°11'00"; THENCE RUN ALONG THE ARC OF SAID CURVE 86.55 FEET, TO THE POINT OF TANGENCY OF SAID CURVE AND BEING THE ON SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 30-A ALSO KNOWN AS CARLTON CEMETERY ROAD; THENCE RUN ALONG SAID RIGHT OF WAY SOUTH 78°56'24" EAST, 73.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY SOUTH 78°56'24" EAST, 50.90 FEET; THENCE DEPARTING SAID RIGHT OF WAY RUN SOUTH 00°17'21" WEST, 243.74 FEET; THENCE RUN NORTH 89°42'39" WEST, 50.00 FEET; THENCE RUN NORTH 00°17'21" EAST 253.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING: 12,424.87 SQUARE FEET 0.285 ACRES

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in presence of:

FOLEY CELLULOSE LLC

By: _____(SEAL)
Name: Jeremy Hilsman
Its: Assistant Secretary

_____(SEAL)

_____
Micah D. Moore
Typed name of witness

_____
Elizabeth A Hale
Typed name of witness

STATE OF GEORGIA
COUNTY OF Fayette

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JEREMY HILSMAN, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that she executed the same.

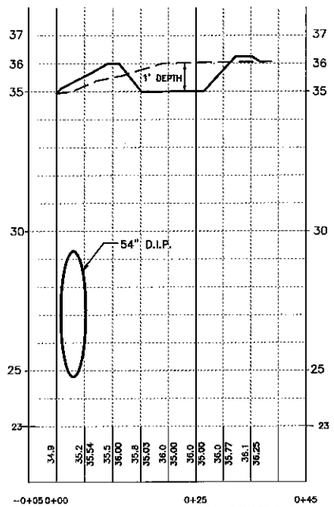
WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of April, 2020.

KELLY H MOORE
My Commission Expires
NOTARY PUBLIC
02-26-2023
FAYETTE COUNTY, GEORGIA

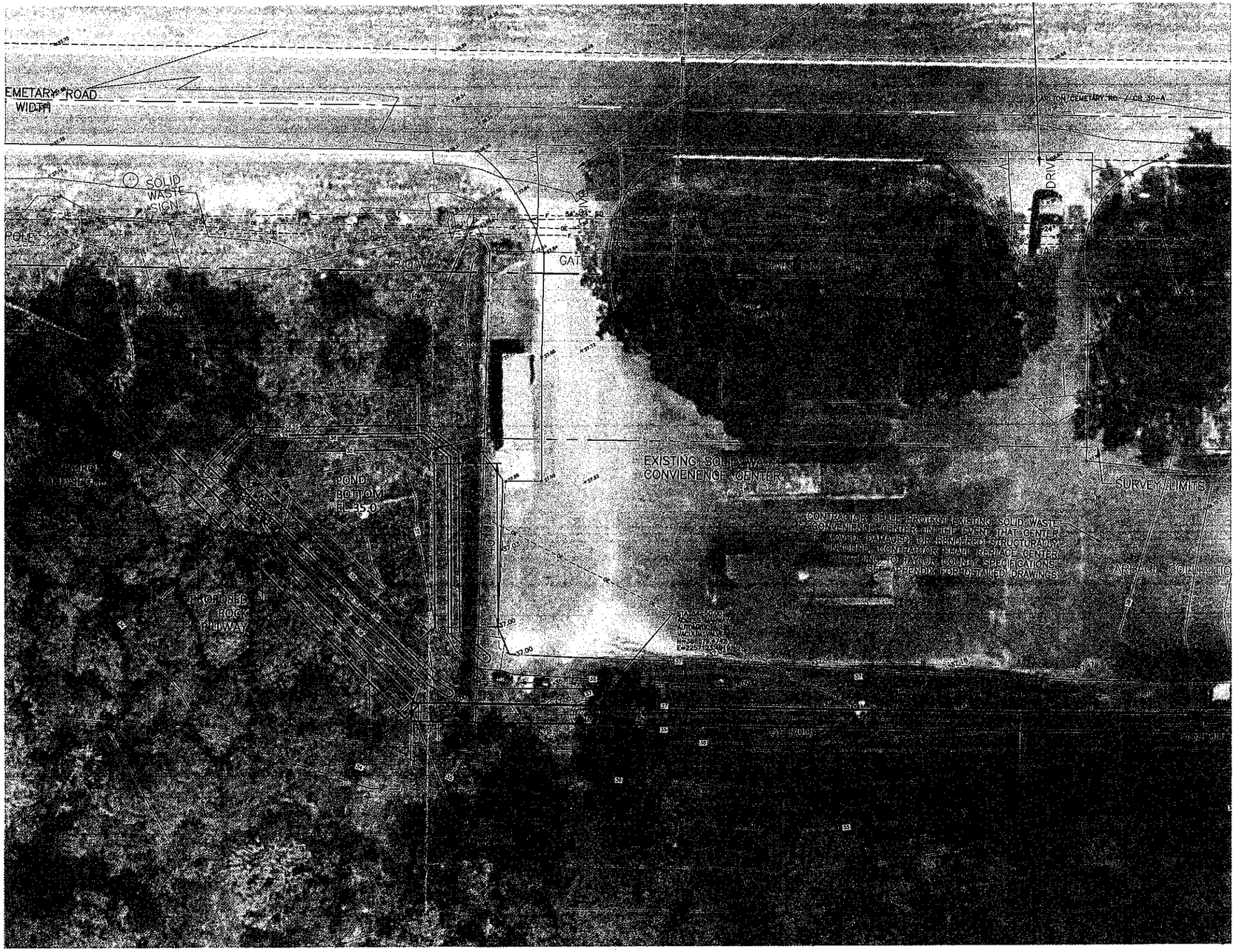
_____
NOTARY PUBLIC
My Commission Expires: 02/26/2023

This Instrument prepared by:
CONRAD C. BISHOP, JR.
Attorney at Law
Post Office Box 167
Perry, Florida 32348
(850) 584-6113

DESCRIPTION FURNISHED
AND TITLE THERETO NEITHER
EXAMINED OR APPROVED BY
THE ABOVE ATTORNEY



PROFILE VIEW: POND SECTION
VERTICAL SCALE: 2



RETENTION POND CALCULATIONS:

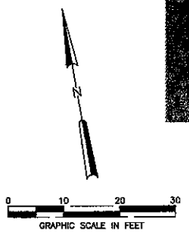
EXISTING POND / PERMIT STORAGE
= 840 CF (120' x 7' x 1' = 840 CF)

PROPOSED POND STORAGE
$= \frac{40' \times 40' \times 1'}{2} + \frac{4 \times 1}{2} \times (40+40+56.5)$

$= 800 + (2 \times 136.5)$

= 1,073 CF

∴ PROPOSED STORAGE (1,073 CF > EXISTING POND STORAGE (840 CF)



TAYLOR COUNTY SOLID WASTE COLLECTION SITE
TO REMAIN ACCESSIBLE DURING NORMAL HOURS

SHEET No. 145

PROPERTY OF GP/FOLEY CELLULOSE. *IMPORTANT* THIS DRAWING PRINT IS LOANED FOR MUTUAL ASSISTANCE AND, AS SUCH IS SUBJECT TO RECALL AT ANY TIME. INFORMATION CONTAINED HEREON IS NOT TO BE DISCLOSED OR REPRODUCED TO ANY FORM FOR THE BENEFIT OF PARTIES OTHER THAN NECESSARY SUBCONTRACTORS AND SUPPLIERS WITHOUT THE WRITTEN CONSENT OF GP/FOLEY CELLULOSE.

FOLEY CELLULOSE
PERRY, FLORIDA

Georgia-Pacific | Reynolds Construction | Whidden Group | Woolpert

DRAWN BY	BV	-	DEPT.	41	
CHECKED BY	VEV	-	PLANT	FL	
APPROVAL	-	-	BLDG. NO.		
APPROVAL	-	-	DWG.	CIVIL	
SCALE:	AS NOTED		MAT'L	-	

TAYLOR COUNTY SOLID WASTE COLLECTION SITE RETENTION POND

GP DRAWING NUMBER

SUPERSEDES

SUPERSEDED BY

SEAL:
W.R. WHIDDEN P.E.
P.E. No. 24195 FL
11400 CORPORATE BLVD.
SUITE 100
ORLANDO, FL 32817

DATE

REVISIONS	FILE & ETW	AS / YO

2019-11-05 - G:\VA\PROJECTS\TL_REYNOLDSCONSTRUCTION_DSN\29413_GP_FOLEY_EFFLUENT_PIPELINE\MAIN\PRELIMINARY_DOCUMENTS\CADD\EFFLUENT PIPELINE\42970241-2.DWG - WILLIAMS, BECKY

(22)

The Beaches Area, Sewer, & Water

Board of County Commissioners Meeting

June 1st, 2020

Presentation by:

Ray Curtis
The Curtis Law Firm, P.A.
103 North Jefferson Street
Perry, Florida 32347
(850) 584-5299

Public Agenda Request Form for 6.1.2020 BOCC Meeting ____ 3
Power Point Packet From 1.6.2020 BOCC Meeting ____ 6
Draft Ordinance to Amend County Code ____ 16

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**TAYLOR COASTAL WATER AND SEWER DISTRICT'S INABILITY TO SERVICE CERTAIN LANDOWNERS**
Meeting Date:	June 1st, 2020 at 6:00 P.M.

Statement of Issue:

Certain property owners within the Taylor Coastal Water and Sewer District ("TCWSD") are being denied connection for services due to conditions in a USDA construction loan that was obtained in order to construct the TCWSD water and sewer plant.

Recommendation: Amend Taylor County Code §66-150 to exempt property owners who are precluded from obtaining water and sewerage services from the TCWSD.

Fiscal Impact: $ 0.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Ray Curtis, Attorney for JKSW Investments, LLC

Contact:

Ray Curtis
103 N. Jefferson Street
Perry, FL 32347
ray@thecurtislawfirm.com
850-584-5299

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

I represent George and Stephanie Weldon. They own JKSW Investments, LLC, which in turn owns 28 acres located at 18835 Beach Road, Perry, Florida 32348, Parcel ID number 06643-000.

They are interested in, assuming they can meet all other requirements under the law, creating a RV park at that location.

I started by speaking with the Taylor County Health Department. It advised that if TCWSD was unable to provide a hookup for the same, that JKSW should seek a "waiver" by TCWSD. Once JKSW obtained such a waiver, then JKSW could apply for sewerage and water through the governmental agencies that would otherwise be responsible for the same (i.e. Taylor County Health Department, Suwannee River Water Management District, and the Florida Department of Environmental Protection).

I appeared before the TCWSD Board on October 22nd, 2019 in order to determine if JKSW could connect such an RV park project to TCWSD, or in the alternative, if JKSW could obtain such a waiver.

At that meeting, I was advised that the TCWSD was unable to offer connectivity to such a project due in part to restrictions on their USDA loan that was utilized to construct the water and sewer treatment plant. However, I was also advised at that meeting that the TCWSD could not or would not issue a "waiver" as it had been termed by the Taylor County Health Department.

I submitted a public records request to the TCWSD and asked it to provide documents and maps that supported its assertion at the October 22nd, 2019 meeting.

TCWSD has advised that, due to restrictions on its USDA funding, it can "...only serve development that was in existence (including platted areas) at that time." *See October 30th, 2019 Email from Mary Gavin (of the Southeast Rural Community Assistance Project, Inc.) to the TCWSD Director, Lynn Senter, quoting USDA's Program Director.*

A map of the TCWSD's service area is attached hereto as "Exhibit A". Within that service area however, only a portion of the properties were on the list incorporated into the USDA loan, as those were the only ones developed and in need of services at that time.

However, since Taylor County Code §66-150 requires "...the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter," certain people within the service area that can't connect to TCWSD also are prohibited from looking at options other than TCWSD.

According to TCWSD Director Lynn Senter's October 23rd, 2019 email to Mary Gavin, there are at least 20 more people, in addition to JKSW, with pending applications for water and sewer connections that have been denied for this same reason.

It would seem that if TCWSD cannot provide water and sewer services to a large portion of the property owners in their service area, then other methods of liquid waste disposal and potable water should be available to those property owners. Otherwise, the lack of the property owner to meaningfully utilize his/her/its property would likely constitute a government taking, not to mention it would cause uproar from a lot of property owners.

I reached out to the attorney (at the time – Mike Smith) for TCWSD to see if TCWSD would be willing to have a conference call or meeting with the USDA, TCWSD, and JKSW, to discuss the possibility of amending the USDA loan terms to address this dilemma.

Attorney Smith advised that he has advised TCWSD "not to become engaged with your client's endeavor to seek an amendment to the District's contractual obligations to the USDA and other parties."

I then requested to appear before the Board of County Commissioners at its January 6th, 2020 meeting.

At that meeting, I gave a presentation, attached hereto as "Exhibit 1". At the conclusion of my presentation, there was brief discussion by the Board. The Board then directed me to meet with the County Attorney to attempt to draft an ordinance for the Board's consideration, that would amend §66-150.

On February 3rd, 2020, I met with the County Attorney at his office to review the issues and the suggestion of an ordinance amendment.

The County Attorney asked me to pull a copy of Ordinance 2005-3; then draft the body of the amendment ordinance based on 2005-3; then send to the County Attorney for review.

I obtained a copy of Ordinance 2005-3 and drafted the amending ordinance using 2005-3 as a template. Then, on February 17th, 2020, I presented a draft ordinance amendment to the County Attorney for his review, the same being attached hereto as "Exhibit 2".

On February 20th, 2020, I spoke with the County Attorney about the draft amendment ordinance. He suggested that I ask to appear before the Board at its February 25th, 2020 workshop to present the draft. Unfortunately, I was unable to appear at that workshop due to my obligations to the City of Perry as the City Attorney.

The next available workshop was scheduled for March 24th, 2020, at which I planned to present the draft ordinance amendment.

On March 18th, 2020, that workshop was cancelled due to COVID-19.

I have asked the County Administrator if it would be possible to put the matter on the Board's regular meeting agenda, since workshops are not being rescheduled at present due to the virus.

I believe the draft ordinance is ready for consideration, and would alleviate the issues faced by JKSW and similarly situated landowners in the beaches area.

Options:

1. Amend Taylor County Code §66-150.
2. Take no action.

Attachments:

1. January 6th, 2020 Presentation to the BOCC Packet
2. Draft Ordinance Amending 2005-3



The Beaches Area, Sewer, & Water

Presentation by:

Ray Curtis
The Curtis Law Firm, P.A.
103 North Jefferson Street
Perry, Florida 32347
(850) 584-5299

The Beaches Area, Sewer, & Water

Presentation by:
Ray Curtis
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103 North Jefferson Street
Perry, FL 32347
(850) 584-5299

The Issue

Only certain property owners in the greater Beaches area of Taylor County are allowed to access sewer and water from Taylor Coastal Water and Sewer District. Other property owners are precluded from access, but also are not allowed to seek out other sewer and water solutions.

Explanation

§153.53, Florida Statutes, permits Counties to establish water and sewer districts in unincorporated areas.

Explanation (Continued)

In 2003, Taylor County created the Taylor Coastal Sewer and Water District (§66 of the Taylor County Code (Ordinance Number 2005-3)).

Explanation (Continued)

§66-150 requires "…the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter."

Explanation (Continued)

The Taylor Coastal Sewer and Water District has advised that, due to restrictions on its USDA funding, it can "…only serve development that was in existence (including platted areas) at that time." *See October 30th, 2019 Email from Mary Gavin quoting USDA's Program Director.*

Explanation (Continued)

Once the TCSWD became a functional entity (after being created in 2003), if began searching for funding sources with which to build a sewer and water treatment plant.

Explanation (Continued)

TCSWD applied for a received approval for a USDA loan for construction of such a plant.

Explanation (Continued)

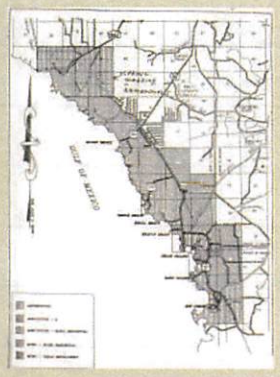
Part of funding application process, and what later became part of the loan terms, was a requirement that the TCSWD provide a map of the areas and structures that would be served by the treatment plant.

Explanation (Continued)

The map that was provided (in both Phase I and Phase II) included most or all developed and/or platted properties in the larger coverage area.

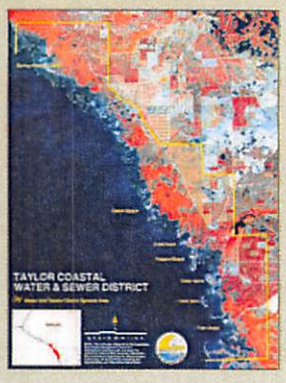
Explanation (Continued)

This is the larger coverage area as described in §66 of the Taylor County Code.



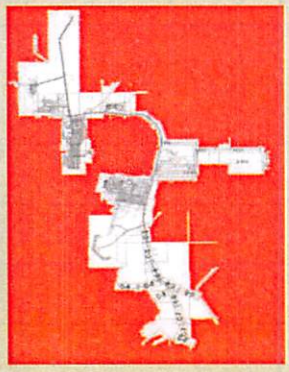
Explanation (Continued)

This is the larger coverage area as described in §66 of the Taylor County Code.



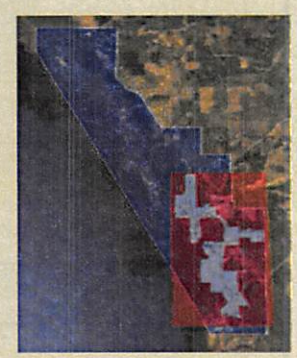
Explanation (Continued)

This is the actual service area from the Phase I & II engineered plans.



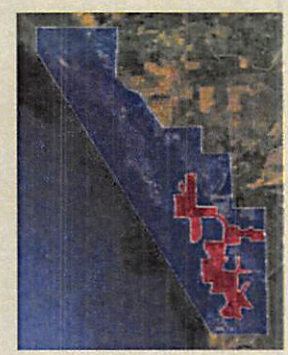
Explanation (Continued)

This is an overlay of the engineered plans onto the larger coverage area described in the County Code.



Explanation (Continued)

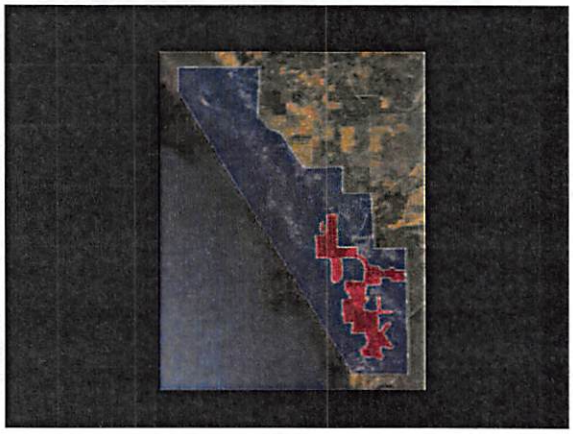
That leaves the areas in blue being unable to connect to the TCWSD even if a connection is available to the property.



Request for Consideration:

The Weldons are requesting that the BOCC consider amending §66 of the Taylor County Code such that those property owners in the blue areas will be able to apply outside of TCWSD if TCWSD cannot or will not provide water and/or sewerage.





TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**TAYLOR COASTAL WATER AND SEWER DISTRICT'S INABILITY TO SERVICE CERTAIN LANDOWNERS**
Meeting Date:	

Statement of Issue:

Certain property owners within the Taylor Coastal Water and Sewer District ("TCWSD") are being denied connection for services due to conditions in a USDA construction loan that was obtained in order to construct the TCWSD water and sewer plant.

Recommendation: Amend Taylor County Code §66-150 to exempt property owners who are precluded from obtaining water and sewerage services from the TCWSD.

Fiscal Impact: $ 0.00 **Budgeted Expense**: Yes ☐ No ☐ N/A ☒

Submitted By: Ray Curtis, Attorney for JKSW Investments, LLC

Contact:

Ray Curtis
103 N. Jefferson Street
Perry, FL 32347
ray@thecurtislawfirm.com
850-584-5299

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

I represent George and Stephanie Weldon. They own JKSW Investments, LLC, which in turn owns 28 acres located at 18835 Beach Road, Perry, Florida 32348, Parcel ID number 06643-000.

They are interested in, assuming they can meet all other requirements under the law, creating a RV park at that location.

I started by speaking with the Taylor County Health Department. It advised that if TCWSD was unable to provide a hookup for the same, that JKSW should seek a "waiver" by TCWSD. Once JKSW obtained such a waiver, then JKSW could apply for sewerage and water through the governmental agencies that would otherwise be responsible for the same (i.e. Taylor County Health Department, Suwannee River Water Management District, and the Florida Department of Environmental Protection).

I appeared before the TCWSD Board on October 22nd, 2019 in order to determine if JKSW could connect such an RV park project to TCWSD, or in the alternative, if JKSW could obtain such a waiver.

At that meeting, I was advised that the TCWSD was unable to offer connectivity to such a project due in part to restrictions on their USDA loan that was utilized to construct the water and sewer treatment plant. However, I was also advised at that meeting that the TCWSD could not or would not issue a "waiver" as it had been termed by the Taylor County Health Department.

I submitted a public records request to the TCWSD and asked it to provide documents and maps that supported its assertion at the October 22nd, 2019 meeting.

TCWSD has advised that, due to restrictions on its USDA funding, it can "...only serve development that was in existence (including platted areas) at that time." *See October 30th, 2019 Email from Mary Gavin (of the Southeast Rural Community Assistance Project, Inc.) to the TCWSD Director, Lynn Senter, quoting USDA's Program Director.*

A map of the TCWSD's service area is attached hereto as "Exhibit A". Within that service area however, only a portion of the properties were on the list incorporated into the USDA loan, as those were the only ones developed and in need of services at that time.

However, since Taylor County Code §66-150 requires "...the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter," certain people within the service area that can't connect to TCWSD also are prohibited from looking at options other than TCWSD.

According to TCWSD Director Lynn Senter's October 23rd, 2019 email to Mary Gavin, there are at least 20 more people, in addition to JKSW, with pending applications for water and sewer connections that have been denied for this same reason.

It would seem that if TCWSD cannot provide water and sewer services to a large portion of the property owners in their service area, then other methods of liquid waste disposal and potable water should be available to those property owners. Otherwise, the lack of the property owner to meaningfully utilize his/her/its property would likely constitute a government taking, not to mention it would cause uproar from a lot of property owners.

I have reached out to the attorney for TCWSD to see if TCWSD would be willing to have a conference call or meeting with the USDA, TCWSD, and JKSW, to discuss the possibility of amending the USDA loan terms to address this dilemma.

The TCWSD attorney has advised that he has advised TCWSD "not to become engaged with your client's endeavor to seek an amendment to the District's contractual obligations to the USDA and other parties."

As such, JKSW, likely with the implicit support of at least 20 other similarly situated people, comes to the Board of County Commissioners seeking relief, so that they can have meaningful access to sewer and water.

Options:

1. Amend Taylor County Code §66-150.
2. Take no action.

Attachments:

1. Map of TCSWD service area.
2.

EXHIBIT
2

Introduced: _____
Advertised: _____
First Reading: _____
Public Hearing: _____
Passage: _____
Effective Date: _____
Pages: Four (4)

ORDINANCE NO. 2020-____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA; TO AMEND ORDINANCE 2005-3 (COUNTY CODE §66-150 AND §66-151), CREATING AN EXCEPTION FROM CONNECTING TO THE TAYLOR COASTAL WATER AND SEWER DISTRICT; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, in accordance with Florida Statutes, Chapter 153.53, the Florida Legislature granted the Board of County Commissioners the power to establish water and sewer districts in unincorporated areas; and

WHEREAS, the County had previously established the same (known as the Taylor Coastal Water and Sewer District – hereinafter "TCWSD") by passing Ordinance 2005-3 (later codified as Taylor County Code §66-150 and §66-151; and

WHEREAS, §66-150 requires "…the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter."; and

WHEREAS, §66-151 requires "…the owner, tenant or occupant of each lot or parcel of land within the district which abuts upon a street or other public way containing a water line as a part of such water facility served or which may be served by such water facility and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such water facility, and shall cease to use any other water for

potable purposes and, further, prohibiting from allowing any of said water from a source other than the public water system from entering any potable water line or lines on said property or elsewhere."; and

WHEREAS, The TCWSD has advised that, due to restrictions on its USDA funding, it can "...only serve development that was in existence (including platted areas) at that time."; and

WHEREAS, that leaves certain property owner's within the TCWSD service area that are within proximity of TCWSD infrastructure unable to connect to said TCWSD infrastructure, and thus be unable to obtain potable water or sewerage disposal; and

WHEREAS, the County wishes to amend its Code of Ordinances in order to permit such property owners a means with which to obtain potable water and sewerage disposal.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, THAT:

SECTION I. Article III, Division 2, Development Authority. – The foregoing recitals are true and correct and incorporated herein by reference.

SECTION II.

Chapter 66, Article IV, Section 66-150, shall be amended as follows (*~~strikethroughs~~ represent deletions; <u>underlines</u> represent additions)*:

<u>Section 66-150. – Connection with sewer system.</u>

Upon the construction of sewerage facilities under the provisions of this article, <u>so long as the district is otherwise able to provide sewerage disposal service,</u> the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the board may fix and establish. <u>If said owner, tenant, or occupant of each such lot or parcel of land within the district is not required by the district to connect with such sanitary sewer system, or if the district is unable to permit connection with such sanitary sewer system, then said owner, tenant, or occupant may employ such other privately maintained system as</u>

otherwise permitted by law. This article being necessary for the welfare of the inhabitants of the district shall be liberally construed to effect the purpose thereof.

Section 66-150. – Connection with water system.

Upon the acquisition or construction of water facilities under the provisions of this act, so long as the district is otherwise able to provide potable water service, the owner, tenant or occupant of each lot or parcel of land within the district which abuts upon a street or other public way containing a water line as a part of such water facility served or which may be served by such water facility and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such water facility, and shall cease to use any other water for potable purposes and, further, prohibiting from allowing any of said water from a source other than the public water system from entering any potable water line or lines on said property or elsewhere. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the board may fix and establish. If said owner, tenant, or occupant of each such lot or parcel of land within the district is not required by the district to connect with such potable water system, or if the district is unable to permit connection with such potable water system, then said owner, tenant, or occupant may employ such other privately maintained system as otherwise permitted by law. This act being necessary for the welfare of the inhabitants of the district shall be liberally construed to effect the purpose thereof.

SECTION III.

It is the intention of the Board of County Commissioners, that the provisions of this ordinance shall become and be made a party of the Taylor County Code; and that the section of this Ordinance may be renumbered or re-lettered and word "ordinance" may changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

SECTION IV.

The intent of the Board of County Commissioners is that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION V.

The Clerk shall file a certified copy of this Ordinance with the Department of State within 10 days of its adoption. This Ordinance shall take effect immediately upon its filing with the Department of State.

PASSED AND ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, CHAIR

ATTEST: _____
ANNIE MAE MURPHY, Clerk

23

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO APPOINT THREE MEMBERS TO THE DOCTORS MEMORIAL HOSPITAL BOARD.
MEETING DATE REQUESTED:	JUNE 1, 2020

Statement of Issue: THERE ARE THREE VACANCIES ON THE DOCTORS MEMORIAL HOSPITAL BOARD. AN ADVERTISEMENT WAS PUBLISHED IN THE LOCAL NEWSPAPER MAY 13, 2020 AND MAY 30, 2020. SIX APPLICATIONS WERE RECEIVED WITHIN THE DEADLINE OF MAY 26, 2020. TWO MEMBERS, RIENZI (PAT) BARBAREE AND ISADORE ROMMES, HAVE REQUESTED RE- APPOINTMENT.

Recommended Action: APPOINT THREE MEMBERS TO THE DOCTORS MEMORIAL HOSPITAL BOARD

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
Contact: (850) 838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: APPLICATIONS:

ASHLEY MCCORMICK
MARCUS CRUCE
WALTER ROWELL
RIENZI (PAT) BARBAREE
J. TRAVIS COKER
ISADORE (IZZY) ROMMES

BOARD ROSTER
COPY OF NEWSPAPER AD

DOCTORS' MEMORIAL HOSPITAL
BOARD MEMBERS {Revised: 27-May-20}

NAME	ADDRESS	Phone	DOB:	Term:
Isadore Rommes, **Treasurer** Serving 1st term of 3 year consecutive	413 Glenridge Road Perry, Fl. 32348-5924	584-5153 (h) 838-5312 (c)	8/29/1945	3 year Reappointment: Expires 5/31/ 2020 (County Seat)
Pricilla Tripp, Member Serving 1st term of 3 year consecutive terms	5992 Pots Still Rd Perry, FL 32348	850843-1032		3 year reappointment: Expires 5/31/ 2021
Ken Arnold, **Chairman** Serving 3rd term of 3 year consecutive	15530 Snapper St. Perry, FL 32348	578-2188 C-295-4680	08/05/1946	3 year reappointment: Expires 5/31/ 2020 (County Seat)
Glenda Hamby, **Secretary** Serving 3rd term of 3 year consecutive	603 W. Green St. Perry, FL 32347	584-5545	07/01/1943	3 Year appointment: Expires 2/8/2022 (City Seat)
Pat Barbaree, **Vice-Chairman** Serving 1st term of 3 year consecutive	1501 East Green St Perry, FL 32347	584-8354 (h) 843-1245 (c)	12/15/1947	3 Year appointment: Expires 5/31/ 2020 (County Seat)
Debra McGrew, Member Serving 2nd term of 3 year consecutive	PO Box 812 Perry, FL 32348	843-0381		3 Year Appointment: Expires 2/8/2022 (City Seat)
Bill Brynes, Member Serving 3rd term of 3 year consecutive	PO Box 501 Perry, FL 32348	584-4653	11/25/1943	(3 year reappointment: Expires 5/31/ 2021 (County Seat)
Mark O'Bryant, TMH CEO Lauren Fasion, TMH	1300 Miccosukee Road Tallahassee, FL 32308	850-431-5380		Per Term of TMH Agreement Appointment
Dr. Miles Nelson Chief of Staff, DMH	333 N Bryon Butler Pkwy. Perry, FL 32347	223-5400		Chief of Staff is Elected by the Medical Staff on an annual basis: 1 June bi-annually

This is a certified and true copy:

Glenda Hamby

Glenda Hamby, Secretary
Doctors' Memorial Hospital Board of Directors

Doctors' Memorial Hospital is now accepting applications for its Board of Directors. There are three (3) anticipated vacancies on the Board.

Applicants must be 18 years old or older and should:

- **Be a resident of Taylor County**
- **Be willing to spend up to 8 hours per month for meetings and workshops**
- **Be willing to attend all Board meetings**
- **Be willing to attend one weekend strategic planning session per year**

Applications may be obtained at the *County Administrative Complex, 201 E. Green Street, Perry, FL.* Completed applications must be returned to the *County Administrator's office, 201 E. Green Street, Perry, FL, by 5 p.m. May 26, 2020.* **No applications will be accepted after that time.** The Board of County Commissioners will make its selection at the regular Board meeting on June 1st, 2020, at 6 p.m.

All applications must be submitted in writing.

Doctors' Memorial Hospital
333 North Byron Butler Parkway
Perry, Fl 32347
850-584-0800

Application for Board of Directors

1. Are you 18 years old or older? [Yes] No
2. Are you a resident of Taylor County [Yes] No
3. Are you willing to spend up to eight hour per month for meetings and workshops? [Yes] No
4. Are you willing to attend all Board Meetings (emergencies excluded)? [Yes] No
5. Are you willing to attend one weekend retreat per year? [Yes] No

Applicant Signature

Ashley McCormick
Print Name

Please return to Administration or the Taylor County Administrative Complex by 5:00 p.m. May 26, 2020. No applications will be accepted after that time.

RECEIVED 05/20/2020

Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: Ashley W. McCormick

Address: 511 Bishop BLVD, Perry, FL 32347

Phone; Home: 850-838-7366 Work: _____ Fax: _____

Email: amccormickarnp@gmail.com

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: Taylor County High School

Address: 900 N Johnson Stripling Rd, Perry, FL 32347

Post-Secondary Education:

Name: Florida State University

Address: 600 W College Ave. Tallahassee, FL 32306

Technical Training:

Name: _____

Address: _____

Certificates of License Please List:
Advanced registered nurse practitioner (ARNP9276244, FL)

College Courses or Graduate:

Name: Florida State University- MSN

Address: 600 W College Ave. Tallahassee, FL 32306

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County? [Yes] No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

[Yes] No

I am a current employee of Tallahassee Memorial Healthcare.

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

Yes [No]

If Yes explain:

4. Have you or any family members worked at DMH in the last five years?

Yes [No]

5. Please list Board/Business/Volunteer/Work Experience:

2008-2020: Tallahassee Memorial Hospital, began as a registered nurse in the emergency department for 4 years and was actively on multiple boards within my department. I transitioned to float pool in 2012 and then after completion of my NP studies, I accepted the job in Perry where I have remained since 2014. Most recently, I completed a post graduate study in mental health which dual certifies me as a family medicine and psychiatry nurse practitioner.

6. Why do you wish to serve on the hospital Board of Directors?

Serving on the hospital board of directors would allow me an oppurtunity to contribute to my community as an integral role focused on improving both the access and overall healthcare of Taylor County. My desire to serve, solid healthcare background, and ability to exercise indepenent judgement would serve as a catalyst to help close the gap between hospital boards, providers, employees, and patients.

7. Please state why your selection as a DMH Board Member would benefit the hospital:

In addition to my solid clinical and educational background, I possess a unique ability to understand and value perspectives of the medical staff and patients. I understand the importance of accountability, responsibility, confidentiality, and integrity and would serve as a strong advocate for DMH.

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail: Yes **No**

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

The board members are ultimately responsible for the hospitals long term success on the ability to meet the healthcare needs of the people it serves. It is imperative that the board, CEO, and all medical staff have a strong, trustful relationsip based on mutual needs and expectations which supports the hospitals mission, vision, and values. The boards performs as a leader as opposed to an implementor or manager while still holding the CEO accountable through clear and measurable outcomes. In order for the hospital to do the most good for the most people, it must have managers who manage and a board who governs.

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

No, I do not foresee an issue for attendance and participation in these events.

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

DMH plays a vital role in the healthcare of our community. Ever changing requirements and lack of resources can be detrimental to a facility and I think this is a current issue. Boards must not be complacent, they must monitor data and trends closely, and plan for the future. Knowing the needs of the population you serve is the most important factor in my opinion. I think DMH has the support and the potential to be a world class facility and with strong and unbiased board members, this will be the reality. Unfortantely, I think being "status quo" has been a weakness of our current board.

12. Further comments:

Thank you for your consideration to be a dedicated member on the DMH board. With the economical recession, the call for transparancy of healthcare organizations, scrutiny of healthcare cost (and quality), and constant reinbursement changes, boards today must have strong members to focus their attention to the most critical issues confronting their organization and I am confident that I could be an asset to the organization.

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

Access is the single most important issue facing rural healthcare. Financial, structural, and personal barriers can limit access to health care. According to the needs assessment of Taylor County, there is a higher average of people in poverty, the education level is lower than the state average, there is a shortage of healthcare providers and services, and there are more chronic healthcare problems which justifies the importance of the hospital being accessible while providing quality healthcare to patients.

"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

Doctors' Memorial Hospital
333 North Byron Butler Parkway
Perry, Fl 32347
850-584-0800

Application for Board of Directors

1. Are you 18 years old or older? (Yes) No
2. Are you a resident of Taylor County (Yes) No
3. Are you willing to spend up to eight hour per month for meetings and workshops? (Yes) No
4. Are you willing to attend all Board Meetings (emergencies excluded)? (Yes) No
5. Are you willing to attend one weekend retreat per year? (Yes) No

M. Cruce LPN
Applicant Signature

Marcus Cruce
Print Name

Please return to Administration or the Taylor County Administrative Complex by 5:00 p.m. May 26, 2020. No applications will be accepted after that time.

received
05/26/2020
MC

Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: Marcus Cruce

Address: 5466 Turner Rd. Perry, FL 32348

Phone; Home: (850) 843-4765 Work: (850) 838-4000 Fax: _____

Email: cruce.marcus@gmail.com

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: Big Bend Technical Coll

Address: 3233 S Byron Butler Pkwy, Perry, FL 32348

Post-Secondary Education:

Name: N/A

Address: _____

Technical Training:

Name: Big Bend Technical College

Address: 3233 S Byron Butler Pkwy, Perry, FL 32348

Certificates of License Please List:

LPN, BLS, IV certification

College Courses or Graduate:

Name: North Florida College

Address: 325 NW Turner Davis Dr. Madison, FL 32340

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County? (Yes) No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

Yes (No)

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

Yes (No)

If Yes explain: _____

4. Have you or any family members worked at DMH in the last five years?

Yes (No)

5. Please list Board/Business/Volunteer/Work Experience:

work experience: perry connections, 2015-2016, Taylor Correctional Institution (LPN) 2019-Present
Other: Workforce education (Careersource) Lab intern at DMH 2018-2019

6. Why do you wish to serve on the hospital Board of Directors?

I believe the experience will be beneficial to my medical career, and I want invest time and effort into helping improve our local hospital.

7. Please state why your selection as a DMH Board Member would benefit the hospital:

I can offer a unique perspective as a young adult working in healthcare.

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail: Yes ~~No~~

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

A board member should be impartial, respectful, and open to the opinions and ideas of others.

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

No, I do not.

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

I have not formed any opinions, positive or negative, regarding the management or the institution of DMH.

12. Further comments:

I am a nurse, and I am furthering my education in the medical field, with the intent of becoming a medical practitioner, and investing in the future of Doctor's Memorial Hospital.

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

The struggle to maintain high quality health care staff.

"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

Doctors' Memorial Hospital 333 North Byron Butler Parkway Perry, Fl 32347 850-584-0800

Application for Board of Directors

1. Are you 18 years old or older? **Yes** No

2. Are you a resident of Taylor County **Yes** No

3. Are you willing to spend up to eight hour per month for meetings and workshops? **Yes** No

4. Are you willing to attend all Board Meetings (emergencies excluded)?

Yes No

5. Are you willing to attend one weekend retreat per year?

Yes No

Walter D. Rowell Applicant Signature

Walter D. Rowell Print Name

Please return to Administration or the Taylor County Administrative Complex by 5:00 p.m. May 26, 2020. No applications will be accepted after that time.

received 05/19/2020

Name:

Walter D. Rowell

Address:_12530 Morris Steen Road Greenville Florida (Shady Grove) 3233_

Phone; Home:8505844516 Work:8505842310

Fax:_____

Email:wdrowell@fairpoint.net

Education:

High School Graduate: Name: Taylor County High.

Address:

Post-Secondary Education:

Name: North Florida Community College

Address: Madison Florida_____

Technical Training:

Name:

Communications Specialist: United State Army Fort Gordon Ga.

Vibration analysis

Inferred analysis

Root Cause Failure analysis

Certificates of License Please List:

_____

College Courses or Graduate:

Name:_____

Address:_____

1. Are you a resident of Taylor County? **Yes** No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity? Yes **No**

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc? Yes **No** If Yes explain:_____

4. Have you or any family members worked at DMH in the last five years? Yes **No**

5. Please list Board/Business/Volunteer/Work Experience:

Taylor County Soil and Water district Supervisor

RC&D Board Member

County Commissioner

North Central Florida Reginal Planning Counsel

Reginal Land fill Management

6. Why do you wish to serve on the hospital Board of Directors?

The challenge of keeping a Hospital operating in small Counties is difficult. I was involved in the funding and construction of this Hospital. I would like to contribute to the health of this Facility.

7. Please state why your selection as a DMH Board Member would benefit the hospital:

My experience in convincing the public of the need for this hospital and selling the concept of financing with the local option sales tax is where I begin. Selling our community for economic development and manageable growth depend on it. My experience working with State and Federal funding agencies could be an asset to the hospital.

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail: Yes **No**

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

My view regarding the role of a hospital board member is to listen to all the issues of the health care industry in a effort to provide the best health care affordable to the residents of Taylor County and near by areas.

It would be in the interest of all to listen to the health care community. How ever one must make data based decisions if the Small Community Hospitals like ours is to survive

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

NO

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

No preconceived opinions

12. Further comments:

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

Without a doubt **Sustainability**

Making sure the value of a small community hospital remains in the forefront of the local, State and Federal funding sources.

Doctors' Memorial Hospital
333 North Byron Butler Parkway
Perry, Fl 32347
850-584-0800

Application for Board of Directors

1. Are you 18 years old or older? Yes No
2. Are you a resident of Taylor County Yes No
3. Are you willing to spend up to eight hour per month for meetings and workshops? Yes No
4. Are you willing to attend all Board Meetings (emergencies excluded)? Yes No
5. Are you willing to attend one weekend retreat per year? Yes No

Applicant Signature

Print Name

Please return to Administration or the Taylor County Administrative Complex by 5:00 p.m. May 26, 2020. No applications will be accepted after that time.

received
05/21/2020
MC

Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: Rienzi P. (Pat) Barbaree

Address: 1501 E Green St

Phone; Home:850.584.8354 Cell 850.843.1245 :

Email: luv2bebop@yahoo.com

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate:Name: Stewart County High School (1966)
Lumpkin, Georgia

Junior College Graduate: Associates Degree in Ag Equipment Technology (1968)

Name: Abraham Baldwin Agricultural College Tifton, Georgia

College Courses or Graduate: Graduated with Bachelor of Science Forest Resources Degree (1978)

Name: University of Georgia
Athens, Georgia

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County? Yes No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

Yes No

---

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

Yes No

4. Have you or any family members worked at DMH in the last five years?

Yes No

5. Please list Board/Business/Volunteer/Work Experience:

Board:
- Chairman First United Methodist Church Administrative Council(Past)
- Love INC(Past)
- Florida Forest Festival(Current)

Volunteer:
- Boy Scout Troup 600 Committee(Past)
- Kitchen Manager for First United Methodist Church(Current)
- Finance Committee Chair First United Methodist Church(Current)

Work: From 1978 to 2016
- Procter Gamble: Various positions with increasing responsibility in the Florida Lands and Timber Group. Highest position Wood Supply Manager.
- Buckeye Florida Limited Partnership:
  Wood Procurement Manager North Region
  Foley Site Purchasing Manager

  Georgia Pacific: Foley Site Purchasing Manager

6. Why do you wish to serve on the hospital Board of Directors?

I view this as an opportunity to give back to my community in an area that is extremely important to our County. During the past three years serving on the current DMH Board has given me the in depth knowledge of our hospital's operation and the role it plays in health care for our county. I believe that this knowledge will be very valuable in serving another three year term if the County should select me for a position.

7. Please state why your selection as a DMH Board Member would benefit the hospital:
My career experiences have provided the skills that can benefit the functioning of the board. I am analytical, organized, process oriented, possess computer skills for the MS Office suite, and work well in a team setting. I have the time to devote above and beyond that stated in this application. As mentioned above I have gained three year of direct knowledge on the needs and operation of the hospital. This gives me a basis to be functional from day one of this board term.

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail: Yes No

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

A board member is an active participant in directing the affairs of the hospital, ensuring the financial wellbeing of the organization and strategic direction of the organization. Functioning as a team member with the CEO is a major connection in working on the board. Board members need to understand staff and employees needs but should not subvert the responsibilities of the line supervision of the hospital. Setting policy is a very important part of the job.

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

No issues meeting this requirement that are within my control.

ll. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

Having used the facility on several occasions, I feel that the physical plant is ample to meet most medical needs of the community. With the addition of the air ambulance service even more advanced medical services are available in a short period of time in a real emergency. There are improvement opportunities that we as the current board are and have been working to implement. Emergency Room physician staff improvements is one area. Emergency Medical Services is a second area that is draining cash from the business that is under discussion with the County. This is not a integral part of the hospital mission and should be separated from the hospital.

12. Further comments:

13. In your Opinion, what is the single most important issue facing rural healthcare in Floida.

Economics of operating in a financially responsible manner. Lack of financial support for County, State and Federal levels. Overhead out strips the ability to generate adequate income for operations and capital needs for an older building.

Doctors' Memorial Hospital
333 North Byron Butler Parkway
Perry, Fl 32347
850-584-0800

Application for Board of Directors

1. Are you 18 years old or older? (Yes) No
2. Are you a resident of Taylor County (Yes) No
3. Are you willing to spend up to eight hour per month for meetings and workshops? (Yes) No
4. Are you willing to attend all Board Meetings (emergencies excluded)? (Yes) No
5. Are you willing to attend one weekend retreat per year? (Yes) No

J. Travis Coker
Applicant Signature

J. TRAVIS COKER
Print Name

Please return to Administration or the Taylor County Administrative Complex by 5:00 p.m. May 26, 2020. No applications will be accepted after that time.

received
05/26/2020

Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: JON TRAVIS COKER

Address: 208 CYPRESS ROAD

Phone; Home: 850 838 7283 Work: 850 385-4494 Fax: _____

Email: JTCOKER @ GMAIL . COM

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: TAYLOR CO. HS

Address: 900 N Johnson Stripling Rd Perry FL

Post-Secondary Education:

Name: NORTH FLORIDA COLLEGE

Address: MADISON , FL

~~Technical Training:~~

Name: FLORIDA STATE UNIVERSITY

Address: TALLAHASSEE , FL

Certificates of License Please List:

College Courses ~~or Graduate~~:

Name: BS ECONOMICS 1988

Address: FLORIDA STATE UNIVERSITY

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County? (Yes) No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

(Yes) No

I SERVE AS THE DIRECTOR OF OPERATIONS OF NORTH FLORIDA MEDICAL CENTERS. NFMC IS A FEDERALLY QUALIFIED HEALTH CENTER. WE FOCUS ON PRIMARY CARE. WE HAVE 10 LOCATIONS IN 10 COUNTIES.

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

Yes (No)

If Yes explain: _____

4. Have you or any family members worked at DMH in the last five years?

Yes (No)

5. Please list Board/Business/Volunteer/Work Experience:

BOARD MEMBER - NORTH FLORIDA COLLEGE

4 YEARS

6. Why do you wish to serve on the hospital Board of Directors?

BECAUSE OF MY PROFESSIONAL EXPERIENCE AS A STAFFER IN THE FLORIDA HOUSE, & GOV'S OFFICE AND HELPING RUN A FQHC WITH A $17M BUDGET, I HAVE SOMETHING TO OFFER. MOSTLY BECAUSE I CARE ABOUT DMH & WISH TO SEE IT THRIVE.

7. Please state why your selection as a DMH Board Member would benefit the hospital:

AGAIN MY EXPERIENCE WILL BE AN ASSET. I UNDERSTAND HOW TO FIND THE MONEY AND GET THE MONEY IN THE STATE BUDGET. RELATIONSHIPS & EXPERIENCE MATTER.

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail: Yes (No)

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

THE BOARD SHOULD SET POLICY & GOALS. THE CEO SHOULD IMPLENT THE PLAN OF ACTION TO ACHIEVE GOALS. THE CEO DIRECTS THE STAFF.

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

NO, NOT AT ALL.

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

I HAVE NO OPINIONS ON DMH OPERATIONS AT THIS POINT. I DO NOT HAVE INTEL OR INFORMATION TO MAKE JUDGEMENTS.

12. Further comments:

I HAD A DAUGHTER DIE FOUR YEARS AGO. SHE WAS A PATIENT AT DMH ON MULTIPLE OCCURANCES. THEY ALWAYS DID A GREAT JOB. I WAS A PATIENT AT DMH SEVERAL TIMES AND I WAS ALWAYS PLEASED WITH MY CARE. MY WIFE HAS HAD SURGERY AT DMH AND EVERYTHING WENT GREAT. I WANT DMH TO BE CONSIDERED AS A GREAT FACILITY. I WANT PEOPLE TO CHOOSE DMH INSTEAD OF GOING TO TALLAHASSEE FOR CARE WHEN OUR SERVICES ARE APPROPRIATE.

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

UTILIZATION OF ANCILLARY SERVICES OUR RESIDENTS NEED TO KNOW MUCH OF THEIR NEEDS CAN BE MET WITH EXCELLENCE BY OUR HOMETOWN HOSPITAL

"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

J. Travis Coker

208 Cypress Road
Perry, Florida 32348
(850) 838-7283
travis@jtcoker.com

Professional Experience

North Florida Medical Centers, Inc.
2804 Remington Green Circle
Tallahassee, Florida

Director of Operations
February 2018 to present

My primary duties include day to day operations for ten primary care health centers in ten counties. I have oversight of hiring, termination, training and management of administrative staff. I am part of the Executive Team that manages the entire operation of all locations. I attempt to locate new revenue streams and reduction of expenses for efficient operations. Pat of my other duties include government relations and partnerships with other federally qualified health centers.

J. Travis Coker Consulting
208 Cypress Road
Perry, Florida

President and Consultant
June 2014 to present

I have established my own company and provide professional services in several areas of business. I provide technical and professional assistance as well as legislative strategy and lobbying. My services often include navigating regulatory hurdles. I also assist clients with development of policies and procedures to promote efficiency and excellence.

Florida Association of Community Health Centers
2340 Hansen Lane
Tallahassee, Florida

Director of Governmental Affairs
July 2004 to June 2014

My primary duties included legislative affairs and policy development for the association that represents federally qualified health centers. I developed association legislative priorities, policy and position papers, bill analyses, legislative updates and public relations papers. I monitored and reported on bills during legislative session. I was also responsible to coordinate efforts in member services with regard to government regulatory issues.

Governor's Office of Policy and Budget
The Capitol
Tallahassee, Florida

Governmental Analyst III
January 2001 - July 2004

I served in the Public Safety Unit where I managed policy issues for FDLE, Office of Legal Affairs and the Parole Commission. My duties included oversight on public safety legislation and state budget issues related to that field. I was the analyst for all firearm and weapon-related legislation. On September 12, 2001, I became the policy analyst for all issues related to terrorism and security issues for the State of Florida.

The Florida House of Representatives
The Capitol
Tallahassee, Florida

Legislative Analyst
January 2000 – January 2001

I served as Legislative Policy Analyst of the House of Representatives Juvenile Justice Committee. I drafted bill analyses and made recommendations for the committee to develop legislation improving outcomes for juvenile offenders, reduce recidivism and support efficient use of State funds in dealing with juvenile justice issues.

R. Dale Patchett Management
3145 Shamrock North
Tallahassee, Florida 32308

Legislative Consultant
October 1997 – January 2000

In this company, we engaged in direct lobbying efforts to influence legislation and achieve appropriations in the state budget. I drafted bill analyses for various clients as well as monitored bills during the legislative session. This position provided experience in numerous state and local campaigns in a variety of positions.

Florida Public Service Commission
4308 Shumard Oak Boulevard
Tallahassee, Florida

Regulatory Analyst II
June 1994 – October 1997

I served in the Water and Wastewater Division where we had oversight on state-regulated private water utility costs and regulatory issues in thirty-eight counties in Florida. I researched and drafted policy recommendations for the Public Service Commissioners.

Florida Agency for Health Care Administration
2600 Blairstone Road
Tallahassee, Florida

Regulatory Analyst II
March 1993 – June 1994

I served in the Medicaid Unit where we had oversight on Medicaid providers and financial reimbursement issues. The primary focus in my unit was reimbursement for nursing homes.

Anthem Health Systems
2200 Southside Parkway
Jacksonville, Florida

Fiscal Analyst
June 1992 – October 1992

I worked as a fiscal analyst in development of product marketing for insured groups. My focus was identification of specialized groups to market insurance products for the PPO section of Anthem. This included considerable financial analysis of market data, specified groups insurance experience and making recommendations for our marketing department.

Florida Health Care Cost Containment Board
2500 John Knox Road
Tallahassee, Florida

Regulatory Analyst II
May 1990 – June 1992

I served in the Hospital Cost Regulation Unit where we executed oversight on hospital rates and regulatory issues. The primary focus of my unit was regulation of inpatient hospital charges.

Education

The Florida State University Tallahassee, Florida	Bachelor of Science - Economics April 1988
North Florida Junior College Madison, Florida	Associate in Arts April 1985

Other

Trustee of North Florida Community College
Past State Committeeman of the Taylor County Republican Executive Committee
Past Chairman of the Jefferson County Republican Executive Committee
Member of the Florida State University Alumni Association
Life Member of the National Rifle Association
Life Member of the North American Hunting Club

Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: ISADORE (IZZY) ROMMES

Address: 413 GLENRIDGE ROAD, PERRY 32347

Phone; Home: 850 838 5312 Work: N/A Fax: N/A

Email: ROMMESIL@COMCAST.NET

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: NA

Address:

Post-Secondary Education:

Name: FLORIDA STATE UNIVERSITY

Address: TALLAHASSEE, FL.

Technical Training: 20 YEARS IN MILITARY SERVICE RETIRED AS COLONEL IN 2010, MILITARY POLICE.

Name:

Address: USARMY

Certificates of License Please List: ATTORNEY (RETIRED)

College Courses or Graduate:

Name: ATTORNEY, MILITARY (DRAFTED)

Address: FSU;

received 05/26/2015 MD

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County? (Yes) No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

Yes (No)

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

Yes (No)

If Yes explain:

4. Have you or any family members worked at DMH in the last five years?

Yes (No)

5. Please list Board/Business/Volunteer/Work Experience:

Three years as Board Member of DMH
Executive Board Member (3 years)
for Taylor Senior Citizens Center

6. Why do you wish to serve on the hospital Board of Directors?

Be A person who cares about the City, County and DMH, And helps the entire County

7. Please state why your selection as a DMH Board Member would benefit the hospital:

I have a diverse background and have knowledge of the operation of our Hospital, and Senior Citizens Center

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail: Yes (No)

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

Board Members should stay in Touch with Members And Staff And offer Assistance when Asked.

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events? I will attend DMH Board Meetings regularly

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

DMH has an old physical plant but works to maintain equipment and recruit quality

12. Further comments:

DMH suffers a lack of funding, as do all rural hospitals.

DMH has a good base to overcome lack of funding; and given some time DMH will maintain a respected facility.

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

Finding And Retaining good Physicians And Support Staff.

"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

24

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approval to the Traffic Signal Maintenance and Compensation Agreement, Contract # ARV42.
MEETING DATE REQUESTED:	June 1, 2020

Statement of Issue: To approve contract which provides revenue, in exchange for maintenance of certain traffic signals in Taylor County.

Recommended Action: Approve Agreement

Fiscal Impact: $9,247

Budgeted Expense: Revenue budgeted to offset expenditures

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This annual contract provides $9,247 of revenue, in exchange for maintenance of certain traffic signals in Taylor County.

Options:

Attachments: Agreement
Authorizing Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND TAYLOR COUNTY.

Upon a motion of Commissioner _____ and second by Commissioner _____, the following resolution was adopted:

WHEREAS, Taylor County Board of County Commissioners deems it in the public interest to provide for the maintenance and operation of certain traffic signals and flashing beacons along the State Highway System within Taylor County, and to enter into the attached agreement with the State of Florida, Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS:

1. Concurs in the provisions of that certain agreement pertaining to the design, installation, maintenance and operation of traffic signals, flashing beacons, or signal systems along the State Highway System as identified in the approved "request order" as provided under the agreement.
2. Authorizes the Chairperson of the Board to legally acknowledge and approve for this Maintaining Agency lists of signalized intersections and equipment which are contained in any "request orders" from the Department of Transportation as provided for under the agreement.
3. Authorizes the said agreement to be executed by a legally designated officer of the Maintaining Agency.

DULY ADOPTED in regular session this 1st day of June, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY:_____
PAM FEAGLE, CHAIRPERSON
BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
ANNIE MAE MURPHY
CLERK OF COURT

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 6 Phone
(850) 838-3501 Fax

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

INVOICE

201 E. Green St.
Perry, FL 32347
Phone: 850-838-3500 Fax: 850-838-3501

DATE: 5/20/20
INVOICES: 2021-CA-101
FOR: Traffic Signal Maintenance

Bill To:

Florida Department of Transportation
Metric Engineering
Attn: Trey Butler, E.I.
11760 Marco Beach Drive, Suite 1
Jacksonville, FL 32224

Invoice For: Traffic Signal Maintenance and Compensation Agreement for Maintenance Work

Performed During Fiscal Year July 1, 2020 – June 30, 2021 (See Attached Exhibit A for FY 2020-2021)

DESCRIPTION	AMOUNT
Traffic Signal Maintenance and Compensation Agreement Maintenance Work Performed During Fiscal Year July 1, 2020 – June 30, 2021 (See Attached Exhibit A-FY 2019-2020)	**$9,247.00**

I hereby certify that the traffic signals identified in Exhibit A FY 20/21 were maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

LaWanda Pemberton
County Administrator
201 East Green St. Perry, FL 32347
LPemberton@taylorcountygov.com
850-838-3500 Ext. 6

$9,247.00

Make all checks payable to Taylor County Board of County Commissioners If you have any questions concerning the invoice, please contact Brenda Baumgardner, (850)838-3528 road.manager@taylorcountygov.com

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY 2021

Effective Date: from 07/01/2020 to 06/30/2021
TAYLOR COUNTY

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR20/30, (US 19/27) at CR 359A WRIGHT/SLAUGHTER ROAD			$873							$873
SR30 at 180' WEST OF AUCILLA LANDING RD.							$350			$350
SR30 at WEST SIDE OF AUCILLA BRIDGE							$350			$350
SR30 at 1800' EAST OF AUCILLA LANDING RD.							$350			$350
SR30 at 270' EAST OF AUCILLA LANDING RD.							$350			$350
SR55, (US 221) at SR359A WRIGHT ROAD			$873							$873

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY 2021

Effective Date: from 07/01/2020 to 06/30/2021
TAYLOR COUNTY

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR55, (US19) at SR51			$873							$873
SR55, (US19/98/27A) at C-361			$873							$873
SR55, (US221) at CR14			$873							$873
SR55/30, (US19/27/98) at CR30	$3,482									$3,482
								Total Lump Sum Amount*		$9,247.00

* Amount paid shall be the Total Lump Sum *(minus any retainage or forfeiture).*

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A
Compensation for Maintaining Traffic Signals and Devices for FY 2021
Effective Date: from 07/01/2020 to 06/30/2021 **TAYLOR COUNTY**

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $9,247.00

Maintaining Agency Date

District Traffic Operations Engineer Date

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARV42
FINANCIAL PROJECT NO. 41352818805
F.E.I.D. NO. F596000879004
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____ _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Taylor County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Taylor County, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: _____

Brenda Baumgardner

From: Butler, Trey <Trey.Butler@dot.state.fl.us>
Sent: Friday, May 8, 2020 9:59 AM
To: Ted Lakey; Brenda Baumgardner; Brenda Baumgardner
Cc: D2 Signalagreements
Subject: 2020-2021 Traffic Signal Maintenance Agreement
Attachments: Taylor County Exhibit A FY21.pdf; Taylor County Amendment FY21.pdf

All,

Please find your 2020-2021 Traffic Signal Maintenance and Compensation Agreement (TSMCA) Amendment attached. Many of you have already been through this process but for those who are unsure here are a couple notes.

Attached, you will find 2 documents:

- TSMCA Exhibit A: This is a list of all devices in your territory and the reimbursement amount for each device. Please review to make sure any additions to existing signals or new signals are included. If you notice any missing items applicable to the TSMCA, email me with the intersection and device types missing and I will look into getting them added.

- Amendment Cover Page: Cover page is to be signed in the bottom left Maintaining Agency section by the individual authorized in the resolution provided. All other sections are to be left blank to be filled out upon execution.

A Resolution is required with the signed agreement. Your agency's Resolution from previous years may be sufficient for this year if it authorizes the signature of future amendments. If this is not the case, a new Resolution will be required for this year's amendment. If you have any questions about your Resolution let me know and I can have it reviewed by legal if necessary.

If you have any questions regarding your 2020-2021 Amendment feel free to call or email me.

Thank you,

TREY BUTLER, E.I.
ITS/Traffic Engineer Intern
11760 Marco Beach Drive, Suite 1
Jacksonville, FL 32224
Office: (904) 260-1567
Cell: (904) 463-9691
trey.butler@dot.state.fl.us
www.metriceng.com

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider termination of the airport Hay contract with Rusty Dorman.
Meeting Date:	June 1, 2020

Statement of Issue: The board to consider termination of the hay contract with Rusty Dorman at the airport. Mr. Dorman has ask to terminate this contract due to business reasons. We would like to go advertise for a new contractor to hay the airport.

Recommendation: Terminate the Hay Contract and advertise for a new contractor

Fiscal Impact: $ The airport will lose the lease amount until we bid and get another contract in place.

Budgeted Expense: Yes [ ] No [ ] N/A [X]

Submitted By: Ward Ketring – Airport Director

Contact: Ward Ketring

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Rusty Dorman has a contract in place to hay lands at the airport. Due to a change in his business climate, he has ask to be released from this contract. We would like to move forward with advertising for a new hay contractor.

Attachments:

1. Hay contract documents
2.

MALCOLM PAGE District 1 | JIM MOODY District 2 | SEAN MURPOHY 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

THIS CONTRACT, made the 9th day of May, 2019 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and William R. Dorman (Dorman Hay Company) hereinafter called the **CONTRACTOR. WITNESSETH**, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

"THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AT THE PERRY – FOLEY AIRPORT."

Hay is typically harvested in early June or late May, again in early August and again in early October as weather permits. It is the successful Contractor's option to harvest hay either as rolls or square bales.

For information regarding the hay field and Perry-Foley Airport guidelines and regulations including the airport security procedures contact Ward Ketring, Airport Manager at 850-838-3519 or at airport@taylorcountygov.com.

The Contractor is required to fertilize the eighty (80) ± acres at each hay cutting. The successful Contractor is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

The Contractor will provide weed control at rate and times to maintain or improve stand purity. Contractor will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

The bid has been awarded according based on the maximum revenue generated for the County.

Payment for lease will be due by September 30 of each year. The eighty (80) ± acres is being leased at $65.00 per acre for a total annual payment of $5,200.00.

2019 lease payment is due by 9/30/2019
2020 lease payment is due by 9/30/2020.
2021 lease payment is due by 9/30/2021.
2022 lease payment is due by 9/30/2022.
2023 lease payment is due by 9/30/2023.

This agreement will be for a period of five (5) years.

The County reserves the right to cancel this contract with a ninety (90) day notice in the event the hay harvesting area is needed for aviation development purposes and/or the development of a solar farm. The Contractor will be allowed to complete the hay harvesting season during the year the contract is cancelled.

If for some reason the successful Contractor is unable to fertilize and harvest hay for an entire season the annul lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commission.

The successful Contractor may not sub-lease the acreage.

Successful Contractor has 30 days to provide proof of liability insurance according to County Policy.

The successful Contractor may only use the land leased for the harvesting of hay.

Hay must to be removed from the field within 30 days of baling.

2. **THE CONTRACT PRICE.** Successful Contractor shall pay to the County for the performance of this Contract, subject to any additions or deductions provided therein, by Cashier's check payable to the Taylor County Board of County Commissioners.

3. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damages all property associated with or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

4. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, Agents or Employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the Contractor, its subcontractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its Subcontractors, Agents or employees. Neither Contractor nor any of its subcontractors 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 County or any of its Officer, Agents or Employees.

5. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least $1,000,000.00 holding the County harmless for the Contractor's negligence, **and list the County as additionally insured under the Contractor's coverage.**

6. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation law for all of its employees. The Contractor may also provide a Waiver of Worker's Compensation Insurance if so eligible.

7. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, in not attached, as if hereto attached.
(a) Bid Specification and Details

(b) The Contractor's Proposal
(c) This Instrument

In the event that any provision in any of the above component parts, the provision in the component list enumerated above shall govern over any other component part, which follows it numerically except as may be otherwise specifically stated.

8. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: **WARD KETRING- AIRPORT MANAGER, PERRY – FOLEY AIRPORT, 501 INDUSTRIAL PARK DRIVE, PERRY, FLORIDA 32348 TELEPHONE (850)838-3519, or airport@taylorcountygov.com**

9. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be in Taylor County, Florida, and the prevailing party is entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, THE Parties hereto have caused this instrument, as of the 16th. day of April, 2019.

WITNESS:

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY SEAL FLORIDA

ATTEST: Annie Mae Murphy
Annie Mae Murphy
Clerk of Courts

TAYLOR COUNTY
Chairman

WITNESSES:

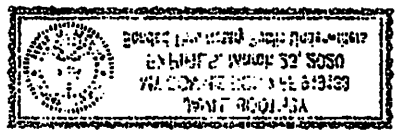
CONTRACTOR
William R Dorman
Signature

STATE OF FLORIDA
COUNTY OF TAYLOR

THIS FOREGOING INSTRUMENT was acknowledged before me this 9th day of May, 2019, By William R. Dorman, who is personally know to me and who did not take an oath.

Jami L. Boothby
NOTARY PUBLIC
My Commission Expires: 3/23/20

JAMI L BOOTHBY
MY COMMISSION # FF 949133
EXPIRES: March 23, 2020
Bonded Thru Notary Public Underwriters



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FOR THE PROPOSED WIDENING/RESURFACING OF HOUCK ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM.
MEETING DATE REQUESTED:	June 1, 2020

Statement of Issue: Section 2 of the Interlocal Agreement between Taylor County and the Florida Department of Transportation for the Houck Road Widening/Resufacing project establishes a completion date of June 30, 2020.

Recommended Action: The Board should accept Supplemental Agreement No. 1 with FDOT for the Widening and Resurfacing of Houck Road. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2019/20 - $881,073 SCRAP Funding remaining
FISCAL YR 2019/20 - $613,086.67 Local Funding

Budgeted Expense: YES (Partial Reimbursment)

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners entered into a Small County Road Assistance Program Agreement with the FDOT for the Widening/Resurfacing of Houck Road from Golf Course to Puckett Road. In accordance with Section 2 of that Interlocal agreement, the current date for completion of the project is established as June 30, 2020. Although the project is currently under constuction and progressing toward completion, it is expected the project will not be finished until September of this year. For this reaason, Staff requested and FDOT is offering to extend that deadline until December 30, 2020.

Beyond the extended timing for project completion, the older original agreement verbiage is also being updated to include current FDOT policies pertaining to invoicing frequency, Conflict of Interest, and Public Records retention. These policies are standard inclusions in the current agreements and do not present a detriment to the project reimbursement. Therefore, Staff recommends that the Board accept the Supplemental Agreement with FDOT and further recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

1) Aprove the proposed Supplemental Agreement No. 1 and adopt a Resolution authorizing its execution by the Chairperson.

2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

Attachments:

Supplemental Agreement No. 1
Authorizing Signature Resolution

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

CONTRACT NO.
G0J93

FPN
435332-1-54-01

Recipient: Taylor County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 2/17/17 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

1) Extend contract completion date from June 30, 2020 to December 30, 2020

2) Update Invoicing frequency from "quarterly" to "at least quarterly"

3) Update Conflict of Interest Language

4) Update Public Records Law Provision of the contract

5) Update Project Activities Schedule

Reason for this Supplemental and supporting engineering and/or cost analysis:

1) Contract Time / Previous Contract Amendments

Contract was originally executed on February 17, 2017 and had a completion date of June 30, 2019, which was exended by Time Extension # 1 from June 30, 2019 to June 30, 2020. This agreement will further extend contract completion date to December 30, 2020, based on the written request of Taylor County, see letter attached as "Exhibit A".

2) Invoice Frequency

Invoice frequency langauge is updated from "quarterly" to "at least quarterly".

3) Conflict of Interest

The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

4) Update Public Records Language

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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 for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the

Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2

386-758-3727

D2prcustodian@ dot.State.FL.us

Florida Department of Transportation

District 2 - Office of General Counsel

1109 South Marion Avenue, MS 2009

Lake City, FL 32025

5) Update project activities schedule

Due to unforseen circumstances, the Agency requires additional time to complete the activities specified in the agreement. Updated project activity schedule is further outlined in "Exhibit A" of this agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Taylor County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: Greg Evans
Title: District Secretary

Legal Review:

_____

Exhibit A

Request for Time Extension

RE: Small County Road Assistance Program
Resurfacing or Reconstruction of CR 362 (Houck Road)
FINID: 435332-1-54-01; Contract G0J93

Small County Road Assistance Program
Resurfacing or Reconstruction of CR 356 (Foley Cut-Off Road)
FINID: 431642-1-58-01; Contract ARM53

Good morning Mrs. Evans,

Under the terms of Section 2, Subsection B of the Interlocal Agreement, Taylor County respectfully requests an extension of the current June 30, 2020, completion date for the above referenced projects. These projects are bc contractually obligated, under construction and progressing toward completion. However, it is expected they will not be completed until September of this year pending no unforeseen complications. Therefore, it is requested that the projects be extended until December 30, 2020, to avoid any additional timing issues or concerns.

As always, the Taylor County Board of County Commissioners wishes to express its gratitude for the Florida Department of Transportation's continued cooperation and for providing the Small County Road Assistance program. If y have any questions regarding this matter, please call me at (850) 838-3500, ext. 104.

Kenneth Dudley, P.E.
County Engineer
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 x104
Fax: 850.838.3501
county.engineer@taylorcountygov.com

RESOLUTION NO._____

Houck Road Widening/Resurfacing Project
Supplemental Agreement No. 1 - Signature Authorization

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Houck Road Widening/Resurfacing Project Supplemental Agreement No. 1, and

WHEREAS, Supplemental Agreement No. 1 will extend the current project completion deadline until December 30, 2020, and

WHEREAS, Supplemental Agreement No. 1 will update the funding agreement verbiage to include current FDOT policies pertaining to invoicing frequency, Conflict of Interest, and Public Records retention, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Houck Road Supplemental Agreement No. 1.

PASSED in regular session this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PAM FEAGLE, Chairperson

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FOR THE PROPOSED WIDENING/RESURFACING OF FOLEY CUT-OFF ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM.
MEETING DATE REQUESTED:	June 1, 2020

Statement of Issue: Section 2 of the Interlocal Agreement between Taylor County and the Florida Department of Transportation for the Foley Cut-Off Road Widening/Resufacing project establishes a completion date of June 30, 2020.

Recommended Action: The Board should accept Supplemental Agreement No. 1 with FDOT for the Widening and Resurfacing of Foley Cut-Off Road. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2019/20 - $710,489.70 SCRAP Funding remaining
FISCAL YR 2019/20 - $433,646.00 Local Funding

Budgeted Expense: YES (Partial Reimbursment)

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners entered into a Small County Road Assistance Program Agreement with the FDOT for the Widening/Resurfacing of Foley Cut-Off Road from Foley Road (CR 30) to US HWY 27. In accordance with Section 2 of that Interlocal agreement, the current date for completion of the project is established as June 30, 2020. Although the project is currently under constuction and progressing toward completion, it is expected the project will not be finished until September of this year. For this reaason, Staff requested and FDOT is offering to extend that deadline until December 30, 2020.

Beyond the extended timing for project completion, the older original agreement verbiage is also being updated to include current FDOT policies pertaining to invoicing frequency, Conflict of Interest, and Public Records retention. These policies are standard inclusions in the current agreements and do not present a detriment to the project reimbursement. Therefore, Staff recommends that the Board accept the Supplemental Agreement with FDOT and further recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

1) Aprove the proposed Supplemental Agreement No. 1 and adopt a Resolution authorizing its execution by the Chairperson.

2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

Attachments:

Supplemental Agreement No. 1
Authorizing Signature Resolution

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

CONTRACT NO.
ARM53

FPN
431642-1-58-01

Recipient: Taylor County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 10-2-2014 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

1) Extend contract completion date from June 30, 2020 to December 30, 2020

2) Update Invoicing frequency from "quarterly" to "at least quarterly"

3) Update Conflict of Interest Language

4) Update Public Records Law Provision of the contract

5) Update Project Activities Schedule

Reason for this Supplemental and supporting engineering and/or cost analysis:

1) Contract Time / Previous Contract Amendments

Contract was originally executed on October 2, 2014 and had a completion date of December 31, 2016, which was exended by Time Extension # 1 from December 31, 2016 to June 30, 2018 and by Time Extension # 2 from June 30, 2018 to June 30, 2019 and by Time Extention # 3 from June 30, 2019 to June 30, 2020. This agreement will further extend contract completion date to December 30, 2020, based on the written request of Taylor County, see letter attached as "Exhibit A".

2) Invoice Frequency

Invoice frequency langauge is updated from "quarterly" to "at least quarterly".

3) Conflict of Interest

The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control

Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

4) Update Public Records Language

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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 for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the

Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2

386-758-3727

D2prcustodian@ dot.State.FL.us

Florida Department of Transportation

District 2 - Office of General Counsel

1109 South Marion Avenue, MS 2009

Lake City, FL 32025

5) Update project activities schedule

Due to unforseen circumstances, the Agency requires additional time to complete the activities specified in the agreement. Updated project activity schedule is further outlined in "Exhibit A" of this agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Taylor County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: Greg Evans
Title: District Secretary

Legal Review:

_____

Exhibit A

Request for Time Extension

RE: Small County Road Assistance Program
Resurfacing or Reconstruction of CR 362 (Houck Road)
FINID: 435332-1-54-01; Contract G0J93

Small County Road Assistance Program
Resurfacing or Reconstruction of CR 356 (Foley Cut-Off Road)
FINID: 431642-1-58-01; Contract ARM53

Good morning Mrs. Evans,

Under the terms of Section 2, Subsection B of the Interlocal Agreement, Taylor County respectfully requests an extension of the current June 30, 2020, completion date for the above referenced projects. These projects are bc contractually obligated, under construction and progressing toward completion. However, it is expected they will not be completed until September of this year pending no unforeseen complications. Therefore, it is requested that the projects be extended until December 30, 2020, to avoid any additional timing issues or concerns.

As always, the Taylor County Board of County Commissioners wishes to express its gratitude for the Florida Department of Transportation's continued cooperation and for providing the Small County Road Assistance program. If y have any questions regarding this matter, please call me at (850) 838-3500, ext. 104.

Kenneth Dudley, P.E.
County Engineer
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 x104
Fax: 850.838.3501
county.engineer@taylorcountygov.com

RESOLUTION NO._____

Foley Cut-Off Road Widening/Resurfacing Project
Supplemental Agreement No. 1 - Signature Authorization

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Foley Cut-Off Road Widening/Resurfacing Project Supplemental Agreement No. 1, and

WHEREAS, Supplemental Agreement No. 1 will extend the current project completion deadline until December 30, 2020, and

WHEREAS, Supplemental Agreement No. 1 will update the funding agreement verbiage to include current FDOT policies pertaining to invoicing frequency, Conflict of Interest, and Public Records retention, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Foley Cut-Off Road Supplemental Agreement No. 1.

PASSED in regular session this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PAM FEAGLE, Chairperson

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

Sec. 42-889. - Rights-of-way.

(a) *Purpose.* The purpose of this section is to ensure a safe and efficient traffic circulation system in the county by establishing right-of-way widths for future transportation facilities and by prohibiting encroachment of structures into existing rights-of-way.

(b) *Permit.* Except as provided in subsection (g) of this section, no person shall construct or maintain any structure or facility, including utilities, or make any other use of a public road or future road right-of-way unless and until a permit has been issued by the board of county commissioners approving and authorizing such construction, maintenance or use. All applications for the use of public rights-of-way must describe the space to be used and the length of time of such use. Permits may be granted for a period of time not exceeding six months, but may be renewed from time to time for periods not to exceed six months if the encroachment does not unreasonably restrict the public use of the right-of-way and the encroachment is necessary to accomplish the objective for which it is requested in a reasonable manner.

(c) *Minimum right-of-way requirements.*

(1) No person shall willfully obstruct any portion of the right-of-way for a new roadway which is identified in the future traffic circulation map of the county comprehensive plan and is public ownership, as is under public ownership or is under option to purchase as a public road right-of-way, or is subject to eminent domain proceedings which have already been initiated. No person shall construct any structure or facility, including utilities, or make any other use of the right-of-way for a new roadway which is identified on the future traffic circulation map of the county comprehensive plan.

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(2) The following minimum right-of-way widths for new roadways are established:

RIGHT-OF-WAY
BY FACILITY TYPE AND AREA TYPE

	Urban (feet)	Transitional (feet)	Rural (feet)
Local and collector	60	60	60
Four-lane undivided arterial	96	96	125
Four-lane divided arterial	112	112	200

Six-lane divided arterial	112	112	245
Four-lane freeway	N/A	300	300
Six-lane freeway	N/A	350	350

(d) *Presumption.* Any person who obstructs a public road or future road right-of-way which is identified in the future land correlation map of the county comprehensive plan and is public ownership, as is under public ownership or is under option to purchase as a public road right-of-way, as is subject to eminent domain proceedings which have already been initiated shall be presumed to have done so willfully if the obstruction is allowed to remain on the right-of-way for a period of 24 hours after such person has been notified to remove the obstruction by the board of county commissioners or its authorized representative.

(e) *No parking areas.*

(1) *Authority.* The county administrator/coordinator, acting on behalf of the board of county commissioners, may regulate parking on rights-of-way and such regulations may include the time and place of parking. No person shall park on any portion of the right-of-way of any public road in the county after the board of county commissioners has prohibited the parking thereon in the manner provided in this section.

(2) *Public roads with speed limit of 35 miles per hour or less.* The parking of vehicles on that portion of the right-of-way of public roads not used as a traffic lane and on which the speed limit is 35 miles per hour or less shall be authorized and permitted unless the county administrator/coordinator, after considering factors such as the condition and width of the right-of-way, volume of traffic, safety of traveling and parking vehicles and frequency of parking, determines that parking should be prohibited on such right-of-way of a public road and causes signs to be erected on such portion of the right-of-way where parking is prohibited stating "No Parking Between Signs" or "No Parking."

(3) *Public roads with speed limit of over 35 miles per hour.* The parking of vehicles on any portion of the right-of-way of public roads on which the speed limit is in excess of 35 miles per hour shall be prohibited unless the county administrator/coordinator, after considering factors such as the condition and width of the right-of-way, volume of traffic, safety of traveling and parking vehicles and frequency of parking, determines

that parking may be permitted and causes signs to be erected in such portion of the right-of-way where parking is permitted stating "Parking Permitted Between Signs" or "Parking Permitted."

(4) *Long-term parking.* No person shall site a vehicle or recreational vehicle on a county right-of-way in excess of 24-hours unless and until a permit has been issued by the board of county commissioners, or their designee, authorizing such use. The following criteria shall be utilized for consideration of approval for such use:

a. Whether the property abutting the request site is owned by the applicant.

b. Whether the abutting property exhibits an existing nonconformity due to flood induced erosion that prohibits onsite parking.

c. Whether such use will negatively impact safe traffic circulation.

d. Whether clear zones adjacent to travel lanes will be maintained.

(5) *Issuance of permit.* Any permit issued by the county pursuant to subsection (e)(4) of this section 42-889 shall define the following:

a. Duration of the permit, if any.

b. Easily identifiable physical description (no legal description necessary) of the geographical bounds to which the permit applies.

c. Vehicle(s) or recreational vehicle(s) for which the permit applies.

(6) Any person or entity wishing to appeal the county administrator's decision regarding permitting may appeal to the board of county commissioners. Appeals shall be made by filing a notice of appeal with the planning department within 30 days of the county administrator's decision. The board of county commissioners may, on its own initiative, at any time, review, amend, or revoke, any permit issued pursuant to subsection (e)(4) of this section 42-889.

(7) *Temporary suspension of permit during evacuations.* Any permit issued pursuant to subsection (e)(4) of this section 42-889 shall be deemed temporarily suspended during any period in which any rule, regulation, statute, executive order, or other governmental directive is in effect causing voluntary or mandatory evacuations of an area in which such a permit is issued for, and shall not under any circumstance be used to interfere with governmental operations during such voluntary or mandatory evacuations.

(f) *Roadside stands prohibited.* It shall be unlawful for any person to operate or cause to be operated any roadside stand within or on any portion of the right-of-way of any public road.

(g) *Exceptions.* The following shall be exceptions from the requirements of subsection (b) of this section:

(1) Improvement of a public road by a property owner of such public road adjacent to his

property with landscaping, shrubbery or grass which is not inconsistent with the use of the public road for road purposes;

(2) The parking of motor vehicles on that portion of the public road not used as traffic lanes if not otherwise prohibited in subsection (e) of this section;

(3) Use of the public road for road and traffic purposes other than such purposes involving vehicles of such weight or of such characteristics (for example, metal tires or treads) as may, in the opinion of the county engineer, damage the road surface;

(4) The replacement or maintenance of existing utility facilities, such as telephone poles.

(h) *Nonpermitted structures or facilities.* Any structure or facility, including utilities, constructed or maintained on public roads in violation of this section, shall be removed from such right-of-way and such right-of-way shall be restored to the condition which existed immediately prior to the construction or maintenance of such structure or facility at the expense of the person constructing, maintaining or owning such structure or facility. If such structure or facility has not been removed and the right-of-way restored as required by this section within ten days of demand by the board of county commissioners to do so, then such structure or facility may be removed by the board of county commissioners at the expense of the person constructing, maintaining or owning such structure or facility. If such person does not pay to the board of county commissioners the cost of removing such structure and facility and restoring the right-of-way as required by this section within ten days of demand, such cost shall be and constitute a lien against all property owned by such person in the county to be foreclosed in the manner provided by law.

(LDC § 6.01.04; Ord. No. 2013-02, §§ 1—4, 4-16-2013)

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Chapter 10 - AMUSEMENTS AND ENTERTAINMENTS

Footnotes:
--- (1) ---
Cross reference— *Businesses, ch. 18.*
State Law reference— *Authority of board of county commissioners to exercise all powers and privileges not specifically prohibited by law, F.S. § 125.01(1)(w).*

ARTICLE I. - IN GENERAL

Sec. 10-1. - Amusement rides or attractions.

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Amusement attraction means any building or structure around, over or through which persons may move or walk, without the aid of any moving device integral to the building or structure, which building or structure provides amusement, pleasure, thrills or excitement. This term does not include enterprises principally devoted to the exhibition of products of agriculture, industry, education, science, religion or the arts.

Amusement ride means any mechanical device which carries or conveys passengers around, over or along a fixed or restricted route or course or within a defined area for the purpose of giving its passengers amusement, pleasure, thrills or excitement.

(b) No person, firm, partnership, unincorporated association, company or corporation may operate an amusement attraction or ride in the county unless at the time of such operation there is in existence:

(1) An insurance policy in an amount of not less than $1,000,000 per occurrence insuring the owner or operator against liability for injury to persons arising out of the use of the amusement ride or amusement attraction; or

(2) A bond in a like amount; however, the aggregate liability of the surety under such bond shall not exceed the face amount thereof.

(c) The insurance policy or bond shall be procured from one or more insurers or sureties licensed to transact business in the state or approved as surplus lines insurers.

(d)

Anyone seeking to operate an amusement attraction or ride in the county shall apply for a permit from the county building permit office. The permit shall not be issued until the county has been satisfied that the amusement ride or amusement attraction has met the requirements of subsections (b) and (c) of this section relating to liability coverage. Each application for a permit shall cost the sum of $25.00 and shall be payable at the time the application is submitted to the county.

(e) The following amusement rides and amusement attractions are exempted from the provisions of this section:

(1) Nonmechanized playground equipment, including, but not limited to, swings, seesaws, stationary spring-mounted animal features, rider-propelled merry-go-rounds, climbers, slides, trampolines, swinging gates and physical fitness devices, except when an admission fee is charged for use of such equipment or an admission fee is charged to areas where such equipment is located;

(2) An amusement ride or amusement attraction which is owned and operated by a nonprofit religious, educational or charitable institution or association or by a fair; however, if such ride or attraction is located within a building, the ride or attraction is exempt only if the building is subject to inspection by the state fire marshal or by the City of Perry or the county under its building, fire, electrical and related public safety ordinances; and

(3) Any amusement ride or amusement attraction which operates at a fair, exposition or show regulated under the provisions of F.S. ch. 616.

(Ord. No. 84-2, art. IV, 6-5-1984)

State Law reference— Amusement ride safety, F.S. § 616.242.

Secs. 10-2—10-40. - Reserved.

ARTICLE II. - MUD-BOGGING EVENTS

Footnotes:
--- (2) ---
Editor's note— *Ord. No. 2004-4, §§ 1—29, adopted April 5, 2004, amended former Art. II, Divs. 1—3, in its entirety to read as herein set out. Former Art. II pertained to similar subject matter and derived from Ord. No. 2001-12, §§ 1—29, adopted Oct. 16, 2001.*

DIVISION 1. - GENERALLY

Sec. 10-41. - Definitions.

Automobile parking space, when required by this article, means any space permanently maintained for the duration of the outdoor event with not less than 144 square feet of usable area, and not less than eight feet wide at any place, on or contiguous to the land on which the outdoor event is conducted, so located and arranged as to permit the parking of, and be readily accessible under its own power to, a passenger automobile of average size.

Event means any mud-bogging where participants are paid or admission is charged that is an event, and/or where 25 trucks or 50 people are present.

(Ord. No. 2004-4, § 1, 4-5-2004)

Sec. 10-42. - Penalties.

The penalty for violation of the requirements for this article is $1,000.00 dollars for the first offense, and $5,000.00 for each offense thereafter. Said violation is a civil infraction.

(Ord. No. 2004-4, § 29, 4-5-2004)

Secs. 10-43—10-60. - Reserved.

DIVISION 2. - LICENSE

Sec. 10-61. - Required; time for filing application.

(a) Every person conducting, managing or carrying on an event shall first procure a permit and pay a permit and license fee in the amount set forth in section 10-63.

(b) An application for a license for an event shall be filed not less than 60 days prior to the beginning of such event, or not less than five days after the effective date of the ordinance from which this article derives.

(Ord. No. 2004-4, §§ 3, 4, 4-5-2004)

Sec. 10-62. - Issued only by the board of county commissioners.

Except as otherwise provided in this article, a license required by this article shall not be issued except upon the order of the board of county commissioners after the board has approved a mud-bogging permit for the event as specified in this article.

(Ord. No. 2004-4, § 2, 4-5-2004)

Sec. 10-63. - Application—Contents required.

An application for a license for a mud-bogging event shall include:

(1) The applicant's full name and the physical address where any notice or other correspondence may be sent by certified mail, return receipt requested, (a post office box may not be given) along with a current picture identification of the applicant which will be photocopied.

(2) The owner, exact location, legal description, area and shape of the premises on which it is planned to conduct the event.

(3) The owner, exact location, legal description, area and shape of all lands to be used for parking or other uses incidental to the event. All portions of the activity, including parking, shall be located a minimum of 660 feet from the nearest property line, unless a waiver signed by the adjoining property owner (s) is submitted with application for license.

(4) The date or dates and the hours during which the outdoor event is to be conducted, and during which the premises will be under the control of the applicant.

(5) An estimate of the minimum and maximum numbers of customers, spectators, participants and other persons expected to attend the event for each day it is conducted.

(6) A statement whether security will be provided by a private security operator or whether arrangements have been made for security to be provided by off-duty county deputy sheriffs through the sheriff's office. If private security is being used, a sworn statement from the private security operator is needed. Such sworn statement shall set forth the name and address of the private security operator and certify that all guards to be used are licensed and bonded and do not have a felony record or a criminal history of any violence. If off-duty deputy sheriff's are being used, then a statement from the sheriff's office is needed which states that the sheriff has approved this off-duty work.

(7) A statement as to what medical/ambulance services will be provided.

(8)

Such other information pertinent to the outdoor event as the board of county commissioners or any other county officer finds necessary and requires in order to determine whether or not the license should be granted and, if granted, the conditions of such license. Such information must be provided to the applicant within 30 days of his or her application.

(9) A consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

(10) A license fee of $250.00.

(Ord. No. 2004-4, § 5, 4-5-2004)

Sec. 10-64. - Same—Accompanying documents.

At the time of filing an application for a license for an outdoor event, the applicant, at the same time, shall also file:

(1) Four copies of a map drawn to scale of at least one inch to 400 hundred feet, showing:

a. The location of the property concerned;

b. The location of all highways, roads, lots and parcels of land within 660 feet of the exterior boundaries of the proposed use;

c. The location of the parking area and all other areas to be used for other uses incidental to the event;

d. All interior access ways;

e. Access to the property;

f. The location of all toilet, medical, drinking and other facilities;

(2) A certified list, as shown on the latest available assessment roll of the county of the names and addresses of all persons to whom all property is assessed within 660 feet of the exterior boundaries of the proposed use;

(3) A document showing that the applicant is the owner of the premises, or an agreement in writing signed by the owner permitting such use of the premises and the filing of the application;

(4) An agreement signed by the applicant and by the owner of the subject premises that they will reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held; and

(5) A standard hold harmless and indemnification form completed and executed by the applicant and the owner of the subject premises stating that they will each indemnify and the county and the sheriff, as well as the board of county commissioners, all county employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event.

(Ord. No. 2004-4, § 6, 4-5-2004)

Sec. 10-65. - Public hearings.

(a) *Required.* Upon receipt of an application for a license to conduct an event, the board of county commissioners shall determine whether or not more 1,000 persons will attend the event. In making such determination, the board may consider but is not bound by the number stated in the application. If the board finds that not more than 1,000 persons will attend the event and also makes the findings required in section 10-66, then the board may, without holding a public hearing, grant the license. Such license shall not permit more than one thousand (1,000) to attend. Otherwise, the commission shall set the application for hearing. The applicant will pay all advertising cost for public hearings.

(b) *Notice of public hearing.* The clerk of the court of the county shall serve notice, by certified mail return receipt requested, of the time and place of a hearing required by section 10-66, and not less than (5) days before such hearing serve notice of the time and place of hearing upon all persons whose names and addresses appear upon the latest available assessment roll of the county as owning property within 660 feet of the exterior boundaries of the proposed use.

(Ord. No. 2004-4, §§ 7, 8, 4-5-2004)

Sec. 10-66. - Grant or denial conditions.

A license required by this article shall be granted or denied by the board of county commissioners. A license shall not be granted unless the board of county commissioners also finds that the proposed event will not in any way substantially jeopardize, adversely affect, endanger or otherwise constitute a menace to the public health, safety or general welfare, or be materially detrimental to the property of other persons located in the vicinity of such use. The board of county commissioners may find that a location is unsuitable even if in the proper zone.

(Ord. No. 2004-4, § 9, 4-5-2004)

Sec. 10-67. - Number of participants; dates and hours; conditions.

(a) A license for an event shall state the maximum number of participants permitted. In deciding this maximum, the board of county commissioners may be guided by, but is not bound by the estimate stated in the application for a license.

(b) A license for an event shall state the dates and hours during which the event may be conducted. Unless otherwise approved by the board, the hours will be limited to between 7:00 a.m. and 7:00 p.m.

(c) In granting a license, the board of county commissioners may attach such conditions as it finds necessary to accomplish the purpose of this ordinance, including, but not limited to:

(1) Provisions for cleaning up the premises after the termination of the outdoor event;

(2) Advertising permitted, including advertising by radio, television or loudspeaker;

(3) Assuring that the number attending does not exceed the number permitted by the license;

(4) Such other conditions as the board finds necessary for reasons of health, sanitation, supply of food, supply of water, or promotion of the general welfare.

(d) Such conditions shall appear on the license.

(Ord. No. 2004-4, §§ 10—12, 4-5-2004)

Sec. 10-68. - Modification, suspension or revocation.

After a hearing, the board of county commissioners may revoke, suspend or modify a license for an event for any just reason, including but not limited to any non-compliance with any ordinance, state law, or county or state rule.

(Ord. No. 2004-4, § 13, 4-5-2004)

Secs. 10-69—10-90. - Reserved.

DIVISION 3. - REQUIREMENTS OF LICENSEE

Sec. 10-91. - Limitations.

(a) *Dates and hours.* The licensee shall operate the event only on those days and during the hours specified on the license.

(b) *Admission and number of participants.* The licensee shall not admit any person to an event if such admission would result in a greater number of persons present than permitted by the license.

(Ord. No. 2004-4, § 15, 16, 4-5-2004)

Sec. 10-92. - Advertising.

A person shall not advertise or announce by any means or medium, including but not limited to pamphlets, handbills, newspapers, radio and television, the holding of an event prior to the granting of a license permitting such event. The licensee or other person shall not print, distribute, broadcast or use any such advertising or announcement, or any other advertising of the event, which has not first been approved by the board of county commissioners.

(Ord. No. 2004-4, § 17, 4-5-2004)

Sec. 10-93. - Access ways.

The licensee shall provide all exterior and interior access ways that the sheriff, the fire chief and the county engineer find necessary for the use of participants at the event, all exterior and interior access ways shall be clearly delineated by means of curbs or buffers on the ground. A person shall not occupy any such access way except for the purpose of access or to cross the same.

(Ord. No. 2004-4, § 18, 4-5-2004)

Sec. 10-94. - Parking.

Every premises on which an event is conducted shall have on such premises or contiguous thereto automobile parking spaces equal to one-fifth of the number of persons which the license permits to attend the said event unless the county engineer finds that a smaller number is sufficient, in which case the parking area shall be graded, marked and separated by a physical barrier from the area where the patrons will watch the performance. At all times between (1) hour before the beginning of the outdoor event and (1) hour after its termination, the licensee shall provide parking attendants at all entrances, exits and within the parking lots.

(Ord. No. 2004-4, § 19, 4-5-2004)

Sec. 10-95. - Communication system.

The licensee shall install and at all times during which the event is in progress maintain an emergency communications system which the sheriff, the county forester and the fire chief find adequate for fire and police protection.

(Ord. No. 2004-4, § 20, 4-5-2004)

Sec. 10-96. - Fire protection.

The licensee shall provide all fire protection and fire safety measures as the county forester and the county fire chief find necessary to protect those attending the event.

(Ord. No. 2004-4, § 21, 4-5-2004)

Sec. 10-97. - Security guards.

The licensee shall provide one licensed and bonded security guard supplied by a private security operator or one off-duty county deputy sheriff hired through the sheriff's office for each 200 persons which the license permits to attend, whether actually present or not, shall be constantly in attendance during the entire time the event is in progress, and shall devote his or her entire time and attention to keeping order, and observing and enforcing all applicable statutes and ordinances, including the provisions of this article. No private security guard may be a convicted felon or have a criminal record that includes a crime of violence.

(Ord. No. 2004-4, § 22, 4-5-2004)

Sec. 10-98. - Drinking water.

(a) The licensee shall provide drinking water that is safe and meets the requirements of Florida Statutes, Florida Accessibility Code and Florida Administrative Code, and meets the following standards:

(1) One water supply for over 50 through 100 persons;

(2) Two water supply for more than 100 but less than 500 persons;

(3) One additional water supply for each additional 500 persons or fraction thereof.

(b) If the county health officer finds that lesser or different facilities are sufficient instead of the above, the licensee shall provide such facilities.

(Ord. No. 2004-4, § 23, 4-5-2004)

Sec. 10-99. - Sanitary facilities.

(a) Sanitary facilities shall be provided as required by the county health officer.

(b) The licensee shall be responsible for all commercial waste and shall be responsible for paying for the pick up of all waste generated.

(Ord. No. 2004-4, § 24, 4-5-2004)

Sec. 10-100. - Alcohol or drugs.

A person shall not enter, be or remain on any part of the premises on which an event is conducted while in the possession of, consuming, using or under the influence of any alcoholic beverage or drugs. The license shall not permit any such person to enter or remain upon the licensed premises.

(Ord. No. 2004-4, § 25, 4-5-2004)

31

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF BID DOCUMENTS AND REQUEST TO ADVERTISE FOR THE LEASING OF 296 +/- ACRES IN TAYLOR COUNTY FOR THE HARVESTING OF SAW PALMETTO BERRIES.
MEETING DATE REQUESTED:	JUNE 1, 2020

Statement of Issue: TO SOLICIT BIDS FOR THE LEASING OF COUNTY PROPERTY FOR THE HARVESTING OF SAW PALMETTO BERRIES.

Recommended Action: APPROVE

Fiscal Impact: UNKNOWN AT THIS TIME

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD HAS EXPRESSED AN INTEREST IN LEASING OF COUNTY PROPERTY LOCATED NEAR HAMPTON SPRINGS PARK FOR THE HARVESTING OF SAW PALMETTO BERRIES. STAFF HAS PREPARED BID DOCUMENTS FOR THE LEASE OF PROPERTY FOR UPCOMING PALMETTO BERRY HARVEST. THE BIDS WILL BE BASED ON A PERCENTAGE PRICE OF HARVESTED BERRIES.

Options: APPROVE/NOT APPROVE/REVISE

Attachments: BID DOCUMENTS AND ADVERTISEMENT

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

NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA. BIDS WILL BE FOR A PERCENTAGE OF THE GROSS SALE OF HARVESTED BERRIES.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked **"Sealed bids for 'THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA'** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on July 3, 2020**. All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at 6;00 pm local time, or as soon thereafter as practical, on July 6, 2020 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **No faxed bids will be accepted.**

For additional information and a bid package contact
LaWanda Pemberton
201 E. Green Street
Perry, FL 32348
(850)838-3500
lpemberton@taylorcountygov.com
Bid packages may also be obtained from www.taylorcountygov.com

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

GENERAL BID INFORMATION

1. Bid documents shall be obtained from LaWanda Pemberton, County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 6 or lpemberton@taylorcountygov.com. Documents may also be obtained from www.taylorcountygov.com.

2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, July 3, 2020.**

3. Bids **MUST** be in a sealed envelope plainly marked on the outside: "for **THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA."**

4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**

5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**

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

7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).

8. Bids shall be received and respondents announced on July 6, 2020 at 6:00 p.m. or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.

9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.

10. It is the responsibility of the responders to fully understand and follow all contract expectations.

11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing $1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or 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 highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.

12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

13. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

14. For additional information, contact

LaWanda Pemberton, County Administrator
201 E. Green Street
Perry, FL 32347
850-838-3500 ext. 6

BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the percentage the bidder will pay per pound of Saw Palmetto Berries harvested.

The bidder must lease all 296 ± acres. The acreage will not be divided into parcels.

2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

for **THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.**

Saw Palmetto Berries are typically harvested during the late summer or early Fall. The berries will persist on the plant for several weeks.

The property can be inspected weekdays by appointment by contacting LaWanda Pemberton at 850-838-3500 ext. 6 or lpemberton@taylorcountygov.com. Maps can be provided upon request.

Bid will be awarded according to maximum revenue generated for the County.

The method of compensation will be on a per pound basis. Scale tickets or a mutually agreed upon tracking ticket will be used to monitor, track loads and ensure correct payment.

Payment for the crop year will be due by November 30, 2020.

This agreement will be for a period of one (1) year.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

The successful bidder may only use the land leased for the harvesting of saw palmetto berries.

The successful bidder will be responsible for safe operation of their equipment and the activities of any employee involved in the grounds preparation, grounds maintenance and the harvesting of Saw Palmetto Berry operations.

The successful bidder will be responsible for the property security related to the preparation and maintenance and the harvest of Saw Palmetto Berries and their employees which have access to the property.

The successful bidder understands that equipment operation and movement will be coordinated with management.

The successful bidder understands that:

- The property will be left in the original condition during and after operations pertaining to this contract.
- All adjoining and interior roads will be kept in good conditions at all times.
- There will be no damage to trees of other resources.
- Wildlife is abundant in these areas and will not be harmed.
- No activities other than specified work are to be performed on this property.
- No debris will be left on site.
- Must provide at a minimum one person fluent in English on-site every day of harvest.
- The County is not responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Board of County Commissioners.

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

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

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

PROJECT IDENTIFICATION: **THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.**

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 296 ± acres for the harvesting of Saw Palmetto Berries. Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

   (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing 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, performance and furnishing of the Work.

   (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

   (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

(f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees to the following Scope of Work schedule:

   The harvest of palmetto berries may commence after the signing of the contract and will end on October 31, 2020.

   Payment for harvest will be due by November 30, 2020.

   Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.

6. Communications concerning this Bid shall be addressed to:

   LaWanda Pemberton, County Administrator
   201 E. Green Street
   Perry, FL 32347
   (850) 838-3500 ext. 6
   lpemberton@taylorcountygov.com

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

8. **BIDDER AGREES TO LEASE. 296 ± ACRES FOR THE HARVEST OF SAW PALMETTO BERRIES FOR THE PERCENTAGE _____ OF THE GROSS SALE.** (This **MUST** be filled out by Bidder.)

SUBMITTED on _____,20____

IF BIDDER IS:

AN INDIVIDUAL:

By_____(seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.:_____

A PARTNERSHIP:

By:_____(seal)
Firm Name

General Partner:_____

Business Address:_____

Telephone No.:_____
A CORPORATION:

By:_____(seal)

State of Incorporation:_____

By:_____(seal)
Name of Person Authorized to Sign

(Corporate Seal)_____
Title

Attest:_____As Secretary

Business Address:_____

Telephone No.:_____

Date of Qualification To Do Business Is:_____

BID CHECKLIST

Check Items Included:

_____ 1. Required proposal/bid information referenced above.

_____ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.

3. Declaration Page from Workmen's Compensation Insurance OR a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement.

_____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED).**

Checklist must be included with the bid.

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 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

   named 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" incudes 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 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)€, 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 in the 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, and agents who are in the 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, shareholders, employees, members, and agents who are in the management of an 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 on 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: _____

① 6016-500 Sec. 7, T5S-R7E 90.29 ac
Lat. 30.067803
Lon. -83.66136

② 6014-500 Sec. 6, T5S-R7E 57.82 ac
Lat. 30.070041
Lon. -83.658904

③ 5990-500 Sec. 5, T5S-7E 39.72 ac
Lat. 30.070553
Lon. -83.652489

④ 6019-500 Sec. 8, T5S-R7E 60.04 ac
Lat. 30.065405
Lon. -83.653719

⑤ 5993-000 Sec. 6, T5S-R7E 38.34 ac
Lat. 30.081714
Lon. -83.661413

⑥ 5993-100 Sec. 6, T5S-R7E 37.30 ac
Lat. 30.08175
Lon. -83.656593

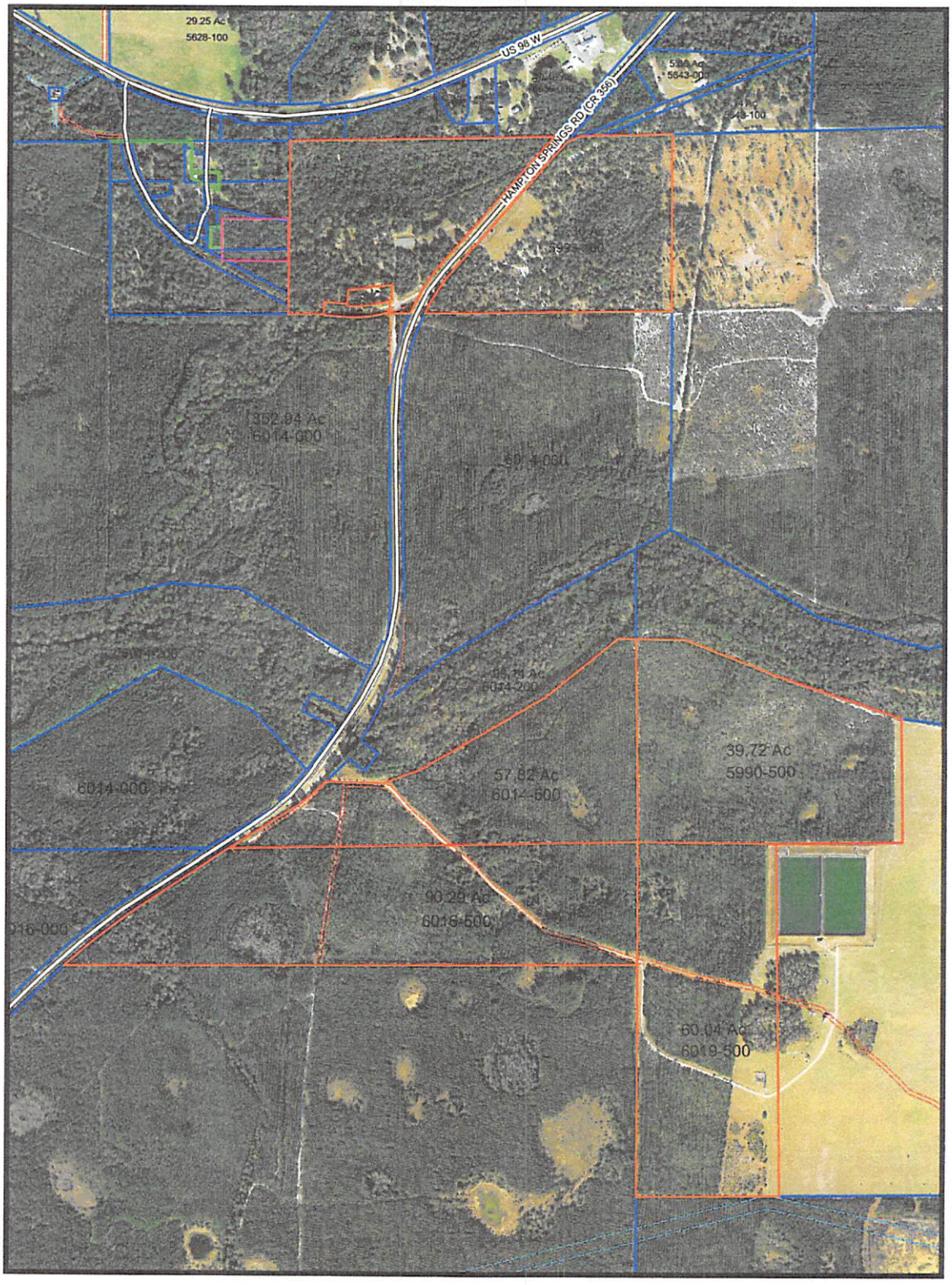
⑦ 5995-000 Sec. 6, T5S-R7E 1.45 ac
Lat. 30.079976
Long. -83.662136

Bruce A. Ratliff
Taylor County Property Appraiser
For Assessment Purposes Only

Feet

0 700 1,400 2,800

NOTE: This product has been compiled from the most accurate source data from Taylor County. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Taylor County and the Taylor County Property Appraiser assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF EXTENSION OF LEASE AGREEMENT WITH CLARK PROPERTIES OF TAYLOR COUNTY, LLC.
	JUNE 1, 2020

Statement of Issue: TO ALLOW A THREE MONTH EXTENSION TO LEASE AGREEMENT.

Recommended Action: APPROVE EXTENSION OF LEASE AGREEMENT

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE LEASE WITH CLARK PROPERTIES WILL BE EXPIRING IN JUNE OF 2020. THE COUNTY ADMINISTRATOR AND COUNTY ATTORNEY MET WITH MEMBERS OF THE CLARK PROPERTIES GROUP IN FEBRUARY OF 2019 AND DISCUSSED THE TERMS OF THE LEASE. DURING THIS MEETING THE FAMILY REPRESENTATIVE INDICATED THAT THE FAMILY WOULD NOT BE INTERESTED IN RENEWING THE LEASE DUE TO LIABILITY ISSUES; HOWEVER, THE COUNTY ADMINISTRATOR HAS REACHED OUT TO THE FAMILY TO REQUEST A POSSIBLE EXTENSION OF THE LEASE.

DUE TO THE TERMS OF THE LEASE THE COUNTY HAS MAINTAINED THE ROAD THROUGH THE PROPERTY TO FACILITATE PUBLIC ACCESS.

Options: APPROVE THREE MONTH EXTENSION OF LEASE
DO NOT CONSIDER EXTENSION

Attachments: EXTENSION OF AGREEMENT

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

May 20, 2020

VIA E-MAIL AND REGULAR MAIL

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

Re: Clark Properties/Yates Creek Extension

Dear LaWanda:

Pursuant to your request, please find enclosed a "DRAFT" of the Agreement of Extension with Clark.

Please review and let me know if this is what you wanted.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

Cc: Hon. Annie Mae Murphy (via e-mail)

EXTENSION OF AGREEMENT

THIS is a three (3) month extension of Agreement between **CLARK PROPERTIES OF TAYLOR COUNTY, LLC, a Florida Limited Liability Company,** (hereinafter referred to as 'Clark') and **TAYLOR COUNTY, FLORIDA, a Florida political subdivision,** (hereinafter referred to as the 'County').

1. Clark and the County entered into the attached Agreement; a copy being marked Exhibit "A".

2. Clark and the County by this extension have agreed to extend the said Agreement for a period of three (3) months from June 10, 2020 to September 10, 2020.

3. This Agreement may be extended for an additional three (3) months from September 10, 2020 by writing a letter requesting same.

4. All provisions of the attached Agreement (Exhibit "A") shall remain in full force and effect for the said three (3) month extension.

Signed, sealed and delivered
in the presence of:

CLARK PROPERTIES, a Florida General Partnership

_____
Witness
Print Name:_____

_____(SEAL)
By: PAUL L. WORLEY, JR.
As: Managing Member

_____
Witness
Print Name:_____

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020, by **PAUL L. WORLEY, JR., as Managing Member of CLARK PROPERTIES, a Florida Limited Liability Company,** who personally appeared before me at the time of notarization.

NOTARY:

(SEAL)

_____
[ ] personally known to me
[ ] produced _____
As identification

Signed, sealed and delivered
in the presence of:

TAYLOR COUNTY, FLORIDA
a Florida political subdivision

_____
Witness
Print Name:_____

_____(SEAL)
By:_____
As: Chairperson

_____
Witness
Print Name:_____

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020, by _____, **as Chairperson of TAYLOR COUNTY, FLORIDA, a Florida political subdivision,** who personally appeared before me at the time of notarization.

NOTARY:

(SEAL)

_____
[ ] personally known to me
[ ] produced _____
As identification

Original to Chuck 07/13/10

AGREEMENT

THIS AGREEMENT entered into the 10th day of June, 2010, by and between **CLARK PROPERTIES OF TAYLOR COUNTY, LLC, a Florida Limited Liability Company**, with its address being 111 Lindsey Island Road, Perry, Florida 32348, (hereinafter referred to as 'Clark') and **TAYLOR COUNTY, FLORIDA, a Florida political subdivision**, with its address being 201 E. Green Street, Perry, Florida 32347 (hereinafter referred to as the 'County').

RECITALS

WHEREAS, Clark is seized of an estate in fee simple of a parcel of land set forth and described in Exhibit A attached to and made a part of this Agreement, and

WHEREAS, a road runs through, across and over the land described in Exhibit A which is referred to as Yates Creek Road (hereinafter referred to as the 'Road') with the road being more specifically set forth and described in Exhibit B attached to and made a part of this Agreement, and

WHEREAS, the parties have engaged in conversations concerning whether the road may be considered, in part, subject to public use, and

WHEREAS, the County does not waive its right of sovereign immunity, the provisions of Chapter 768.28 or any claims which it may have to the road, and boat ramp, and

WHEREAS, it is not the intent of the parties to this Agreement to consider, nor determine, the full and free right and liberty of the public to use the road except as provided in this Agreement, and

WHEREAS, the parties desire to enter into this agreement for the purpose of the County and the public to use the road and the boat ramp at Yates Creek.

NOW THEREFORE, in consideration of the mutual covenants, provisions and premises set forth herein and other valuable consideration the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. The recitals hereinabove set forth are true, correct and incorporated by reference in this Agreement.

2. The County, together with its employees, agents and invitees, which includes the public, shall be entitled to full and complete right of access, ingress and egress, in, over, across, through and upon the Road and boat ramp and through the land described in Exhibit A.

3. The County shall retain the services of a licensed Florida surveyor for the purpose of providing a description of the road and boat ramp, which upon completion said description shall be attached to this Agreement as Exhibit B.

ORIGINAL EXHIBIT A

3. (A). The County shall pay to Clark the sum of $1.00 per year.

4. The parties shall not construct any building or structure upon the Road without the written consent of the other; provided however, that the County may make improvements to the Road and boat ramp, construct signage, fencing and other improvements incident to its right of use of the Road and the boat ramp. Clark shall also remove the poles that have been put on the property.

5. Clark shall not be obligated to maintain or improve the Road and boat ramp or ensure that it is passable during the term of this Agreement. The County is granted the right to maintain and improve the Road and boat ramp at its own cost and expense. The County shall provide Clark with written notice prior to the commencement of any activities related to the maintenance and improvements of the Road and boat ramp. The County shall use every reasonable effort to prevent damage to the lands described in Exhibit A. Any damage resulting from or attributable to County's maintenance or improvement of the Road and boat ramp shall be repaired within a reasonable period of time at the County's expense.

6. The County shall indemnify and hold Clark harmless from any and all loss, damage, costs, claims, suits, liabilities or expenses, including reasonable attorney's fees and costs including any appeals, by virtue of any default or breach of the County of any of its obligations to maintain and improve the Road and boat ramp or by virtue of any injury or death of persons or damage to property caused by any negligent or wrongful act or omission of the County.

7. Clark shall indemnify and hold the County harmless from any and all loss, damage, costs, claims, suits, liabilities or expenses, including reasonable attorney's fees and costs including any appeals, by virtue of any default or breach of Clark of any of its obligations to maintain and improve the Road and boat ramp or by virtue of any injury or death of persons or damage to property caused by any negligent or wrongful act or omission of Clark.

8. The term of this Agreement shall be for a period of ten (10) years commencing upon the date of execution of the Agreement by both parties with an option to renew for an additional ten (10) years. The County and Clark shall work cooperatively to seek funding for the purchase of the property.

9 General Provisions.

9.1 All provisions, conditions, covenants, restrictions, obligations and agreements contained in this Agreement are made for the direct, mutual and reciprocal benefit of each and every part of the Land; and shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.2 If any action, lawsuit or proceeding is instituted by any of the parties arising from or related to, or with this Agreement, the prevailing party in the action, lawsuit or proceeding shall be entitled to recover from the other party all of its costs of the action, lawsuit or

proceeding, including, without limitation, reasonable attorney's fees and costs as determined by a court of competent jurisdiction.

9.3 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of it and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties to this Agreement, oral or written, are superseded and merged in this Agreement.

9.4 This Agreement shall be governed by and construed under the laws of the State of Florida without choice of law rules. The venue for any action, lawsuit or proceeding arising out of or relating to this Agreement shall be in Taylor County, Florida.

9.5 Specifically the County gives up no right to claim a prescriptive easement on the road and the boat ramp.

9.6 No modification, waiver, amendment, discharge, or change to this Agreement shall be valid unless the same is in writing and signed by the parties to this Agreement.

9.7 Unless otherwise specifically provided for in this Agreement, all notices, demands or other communication given shall be in writing and shall be deemed to have been duly given and received (a) on personal delivery; or (b) as of the date sent by facsimile (if sent prior to 5:00 p.m. Eastern Standard Time and if receipt has been acknowledged by the receiving machine); or (c) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above; or (d) on the immediate succeeding business day after deposit with Federal Express or another similar overnight delivery system. Any Party to this Agreement may from time to time, by written notice to the other, designate a different address that shall be substituted for the one above specified.

9.8 All provisions of this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of the parties.

9.9 Either party may terminate this Agreement by giving six (6) months written notice to the other party. Termination shall occur upon receipt as set forth in paragraph 9.7. Upon termination, this Agreement shall become null and void and no longer of any force or effect.

9.10 No act by any party shall be construed to be a waiver of any provision of this Agreement, unless the waiver is in writing and signed by the Party affected. Either Party may specifically waive any breach of this Agreement by the other Party, but that waiver shall not constitute a continuing waiver of similar or other breaches.

9.11 This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

9.12 If any part of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining parts of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

9.13 The County shall have the right of first refusal to purchase the Clark's real property which is described in Exhibit "A" which is attached to this Agreement and made a part hereof. Upon the receipt of a written arms length bonafide offer to purchase the real property described in Exhibit A, Clark shall provide the County with a copy of the written offer and the County shall have sixty (60) days from receipt of the written offer to accept or reject the offer.

9.14 Time is of the essence as to each and every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the date hereinabove first set forth, or as otherwise provided herein.

Signed, sealed and delivered
in the presence of:

Witness
Print Name: Michael S. Smith

Witness
Print Name: Lydia L. Johns

CLARK PROPERTIES OF TAYLOR COUNTY, LLC
a Florida Limited Liability Company

(SEAL)
DEBORAH C. CASEY
Managing Member

(SEAL)
PAUL L. WORLEY, JR.
Managing Member

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this 4th day of September, 2009, by **DEBORAH C. CASEY and PAUL L. WORLEY, JR., AS Managing Members of CLARK PROPERTIES OF TAYLOR COUNTY, LLC, a Florida Limited Liability Company,** who personally appeared before me at the time of notarization.

(SEAL)

LYDIA L. JOHNS
MY COMMISSION # DD 676869
EXPIRES: September 19, 2011
Bonded Thru Notary Public Underwriters

NOTARY:

Lydia L. Johns

[XX] personally known to me
[ ] produced _____
As identification

Signed, sealed and delivered
in the presence of:

Witness
Print Name: Jack R. Brown

Witness
Print Name: Annie Mae Murphy

TAYLOR COUNTY, FLORIDA
a Florida political subdivision

_____(SEAL)
By: Mark Wiggins
As: Chairman

STATE OF FLORIDA,
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this 10th day of June, 2010, by _____, AS _____ of **TAYLOR COUNTY, FLORIDA, a Florida political subdivision**, who personally appeared before me at the time of notarization.

(SEAL)

NOTARY:

Rawanda Demerton

[X] personally known to me
[ ] produced _____
As identification

THE LEGAL DESCRIPTION ON EXHIBIT "A" IS NOT THE LEGAL DESCRIPTION ON THE SURVEY. PLEASE CORRECT AND RETURN TO THE CLERK FOR RECORDING.

7/7/10

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

WHEN AGREEMENT IS FULLY EXECUTED, IT WILL NEED TO BE RECORDED IN THE CLERK'S OFFICE.

WILL ALSO NEED A LEGAL-SIZED COPY OF THE SURVEY TO GO WITH THE DOCUMENTS TO BE RECORDED, AS SAME IS AN EXHIBIT TO THE AGREEMENT.

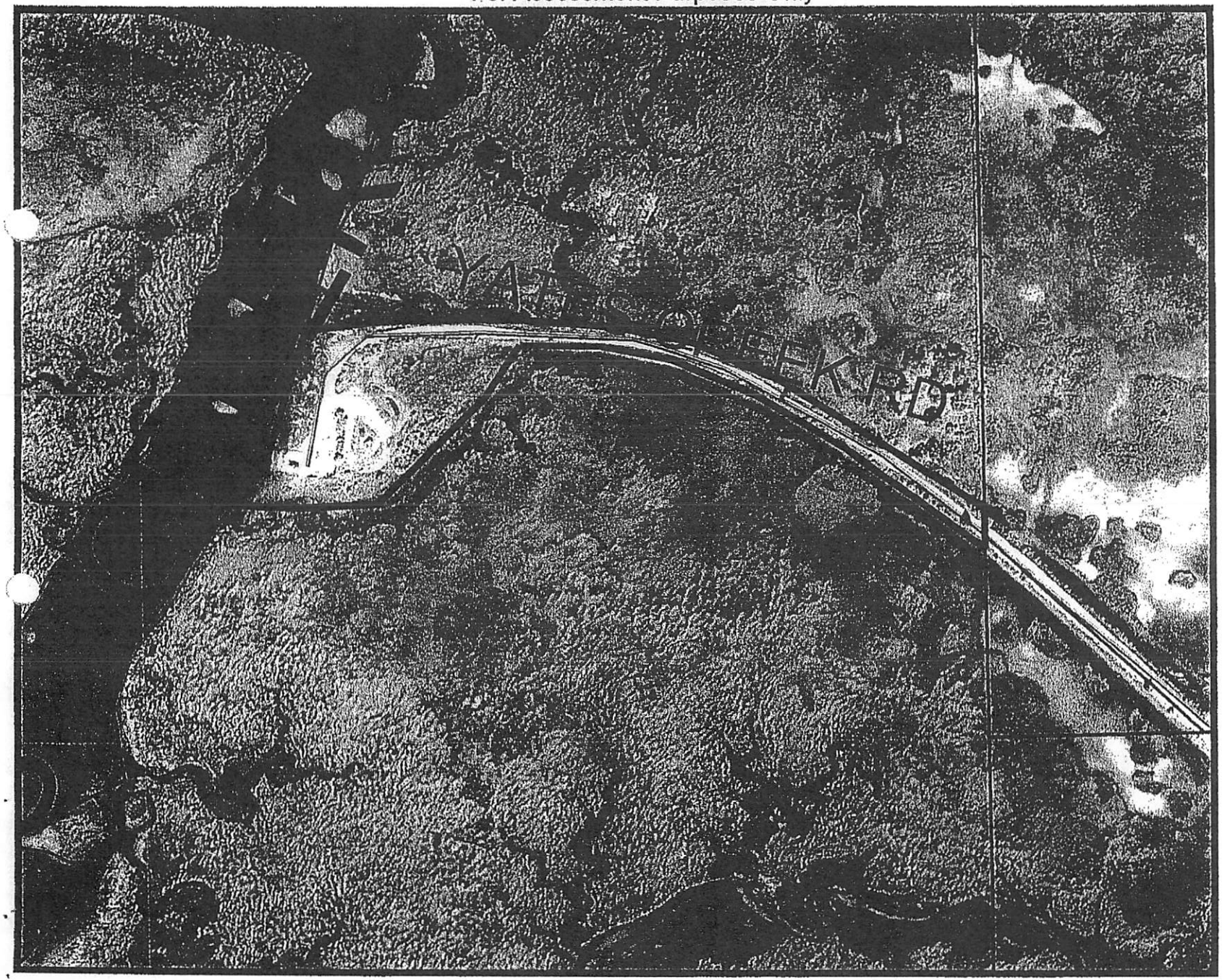
Bruce A. Ratliff

EXHIBIT "B"

Taylor County Property Appraiser

For Assessment Purposes Only

Feet
0 100 200 400



Legend

- OUTLINE

ROADS

TYPE

- STATE ROAD
- PAVED
- GRADED
- PRIVATE
- ALLEY
- BRIDGES
- RAILROAD
- UNIMPROVED
- PARCEL LINES
- Parcel

PLSS LINES

TYPE

- FORTY
- QUARTER
- SECTION
- TWNRNG

NOTE: This product has been compiled from the most accurate source data from Taylor County. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Taylor County and the Taylor County Property Appraiser assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of CLARK PROPERTIES OF TAYLOR COUNTY, LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on August 25, 2009, as shown by the records of this office

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L09000081773.

Authentication Code: 090825094925-900159555619#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Fifth day of August, 2009

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Kurt S. Browning
Secretary of State

Electronic Articles of Organization For Florida Limited Liability Company

L09000081773
FILED 8:00 AM
August 25, 2009
Sec. Of State
shawkes

Article I

The name of the Limited Liability Company is:

CLARK PROPERTIES OF TAYLOR COUNTY, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

111 LINDSEY ISLAND ROAD
PERRY, FL. US 32348

The mailing address of the Limited Liability Company is:

111 LINDSEY ISLAND ROAD
PERRY, FL. US 32348

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

DEBORAH C CASEY
111 LINDSEY ISLAND ROAD
PERRY, FL. 32348

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DEBORAH C. CASEY

L09000081773
FILED 8:00 AM
August 25, 2009
Sec. Of State
shawkes

Article V

The name and address of managing members/managers are:

Title: MGRM
DEBORAH C CASEY
111 LINDSEY ISLAND ROAD
PERRY, FL. 32348 US

Title: MGRM
PAUL L WORLEY JR.
95228 SPRING BLOSSOM LANE
AMELIA ISLAND, FL. 32034 US

Signature of member or an authorized representative of a member

Signature: DEBORAH C. CASEY

ADDITIONS TO THE AGENDA

June 1, 2020

ADD

General Business

30-A. THE BOARD TO DISCUSS EXTENDING GOLF CART RIGHT OF WAY AT KEATON BEACH TO THE ICE MACHINE.

30-B. THE BOARD TO DISCUSS HODGES PARK AND COASTAL PARK MAINTENANCE.

30-C. THE BOARD TO DISCUSS DEAD MAN'S CURVE.