

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JUNE 7, 2021
6:00 P.M.

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

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

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

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

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

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

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

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF DRAFT MISDEMEANOR PROBATION SERVICES CONTRACT, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR AND GARY KNOWLES, CLERK OF COURT.
6. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSAL PACKAGE/NOTICE TO ADVERTISE TO CONTRACT TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT
7. THE BOARD TO CONSIDER APPROVAL OF CHANGES TO JOB DESCRIPTION FOR SUPERINTENDENT OF ENVIRONMENTAL SERVICES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

BIDS/PUBLIC HEARINGS:

8. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), TO BE HELD AT THE IRON HORSE MUD RANCH SITE.
9. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE REGARDING THE COMMERCIAL LEASING OF GOLF CARTS IN THE KEATON BEACH AREA.

HOSPITAL ITEMS:

10. THE BOARD TO DISCUSS DOCTORS' MEMORIAL HOSPITAL (DMH) BOARD APPOINTMENTS.

GENERAL BUSINESS:

11. THE BOARD TO DISCUSS SPEED LIMIT CHANGE AND REQUEST FOR FOUR WAY STOP SIGN ON 7TH AVE EAST, AS AGENDAED BY COMMISSIONER FEAGLE.

12. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR DISC GOLF COURSE AT THE TAYLOR COUNTY SPORTS COMPLEX, AS AGENDAED BY COMMISSIONER ENGLISH.

COUNTY STAFF ITEMS:

13. THE BOARD TO CONSIDER APPROVAL OF LOCAL AGENCY PROGRAM (LAP) SUPPLEMENTAL AGREEMENT NO. 1 TO CONSTRUCT A SIDEWALK ALONG OLD DIXIE HWY AND CONSIDER ADOPTION OF RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
14. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR FUNDING FOR THE PROPOSED WIDENING/RESURFACING OF GAS PLANT ROAD UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY OUTREACH PROGRAM (SCOP), AS AGENDAED BY THE COUNTY ENGINEER.
15. THE BOARD TO CONSIDER APPROVAL OF FIRE STATION 2 CONSTRUCTION BID PACKAGE/NOTICE TO ADVERTISE, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.

COUNTY ATTORNEY ITEMS:

16. THE COUNTY ATTORNEY TO DISCUSS DRAFT RESOLUTION RENAMING COUNTY ROAD 14 IN HONOR OF LEROY TEDDER.

COUNTY ADMINISTRATOR ITEMS:

17. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
18. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
19. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

7 - 7

FOR YOUR INFORMATION:

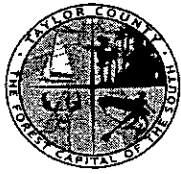
- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

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

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item**

SUBJECT/TITLE: The Board to Consider Approval of Draft Misdemeanor Probation Services Contract



MEETING DATE REQUESTED: June 7, 2021

Statement of Issue: To renew Misdemeanor Probation Services Contract with East Coast Court Services, LLC

Recommended Action: Approve Contract

Fiscal Impact: Fees Collected

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A contractual agreement has been in place with East Coast Court Services since November 2015. The terms of the previous contract were for 5 years with automatic renewal of 5 year terms. In August 2020 the County Attorney prepared an amended contract that closely mirrored the current contracts with Hamilton and Madison Counties.

The County Administrator, County Attorney, East Coast Court Services, County Judge and Clerk of Courts have all provided input for the attached draft contract. The recommendation is to approve the amended contract for a 3 year term with an automatic 3 year renewal.

Options: Approve/Not approve

Attachments: Original contract
Draft Contract
Letter from Conrad Bishop, County Attorney

CONTRACT FOR MISDEMEANANT OFFENDER SUPERVISION SERVICES

This agreement is entered into this 4th day of November, 2015, for a term of five (5) years by and between the Board of County Commissioners/County Judge of Taylor County, Florida (the "COUNTY"), a political subdivision of the State of Florida, on behalf of the Chief Judge of the Third Judicial Circuit (the "CHIEF") and East Coast Court Services, LLC ("CONTRACTOR").

WHEREAS, certain misdemeanor defendants are sentenced to terms of probation by the Taylor County Court within the Third Judicial Circuit (the "COURT"); and

WHEREAS, Section 948.03 Florida Statute, states that supervision, rehabilitation and probation services may be provided by a court-approved private entity; and

WHEREAS, the "COURT" seeks a private entity to provide certain probation services for the efficient administration of justice within this circuit; and

WHEREAS, "CONTRACTOR" had provided proof of competence to provide probation services to the "COURT" and the "COURT" needs probation services; and

WHEREAS, the County Judge of the "COURT" request that "CONTRACTOR" implement certain probation supervision procedures; and

WHEREAS, the Florida law requires the County to have between itself and misdemeanor probation providers a contract.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for other valuable consideration received by the parties, the "COUNTY" and "CONTRACTOR" agree as follows:

I. TERM AND RENEWAL, The term of the Contract shall begin on 11/05/2015 and shall remain in effect for a period of five (5) years thereafter until the Court terminates such services by Administrative Order. Following the aforesaid five year period, this Contract, including all previous modifications thereto, will automatically renew for an additional five year period, and for each successive years, unless sooner terminated by Court Order.

II. CANCELLATION. This Contract may be canceled for just cause by either party with the advice and consent of the Court. The Court however retains full authority to terminate said services when the Court determines it to be necessary. However, the County, after advising "CONTRACTOR" in writing of deficiencies must allow "CONTRACTOR" ninety (90) days to bring the program into compliance. If compliance is attained, the normal contract period will continue unimpaired. Future non-compliance will be handled as outlined above. If there is continued non-compliance after ninety (90) days, the Contract can be canceled after thirty (30) days written notice.

III. SCOPE OF CONTRACT. "CONTRACTOR" agrees to provide the following services to court ordered probationers under his supervision consistent with standards and criteria of the Florida Department of Corrections:

A. Prepare a written plan of need which is to be addressed during the period of supervision on each probationer and maintain it in the counselor's case file. Also, identify any self-improvement

needs not addressed by the court order and assist the probationer in treatment, referral and follow-up.

B. Provide Job placement referral services for probationers as needed.

C. Conduct personal office visits for counseling with each probationer. Where appropriate, make no less than one personal contact per month with the probationer by a supervising counselor to evaluate conformity with the court order, and provide an opportunity for counseling.

D. Maintain regular contacts with agencies that provide self-improvement resources necessary to enforce the condition of supervision. Verify completion of self-improvement programs by the probationer.

E. Maintain close follow-up and enforce all ordered conditions of probation which require participation in a designed program by making the initial follow-up referrals and enforce special conditions of probation including:

1. Restitution
2. Fines and Court Costs
3. Evaluation and Treatment Programs
4. Community Service Hours
5. Cost of Supervision
6. Procurement of License
7. Full-time education, employment, and job search requirements.

F. Prepare a report on violation and modification of probation as appropriate.

G. Pursuant to fees set by Florida Statute 948.09, collect no less than the court ordered minimum monthly cost of supervision fee from each probationer and maintain documentation of all these payments.

H. Waive indigent's fees and cost when directed by the presiding Judge, at his discretion, to do so.

I. Maintain a separate file on each probationer as a part of a uniform file system. Record date chronologically of each contact made.

J. Require all staff to be qualified as required by law and the applicable Florida Statutes.

K. Maintain a local office in the city of Perry and be staffed Monday through Friday, 9 AM to 5 PM. The office must have computers, internet access, email, and fax.

L. The Contractor must be able to provide to the Probationer a list of providers who provide drug patches, synthetic cannabis patches, alcohol monitors, and GPS monitoring.

M. Attend all county arraignment, pretrial, and violation of probation hearings and bring a computer (whether tablet, notebook or laptop) to the hearings and be able to consult their files and probationers' payment histories via computer.

N. Provide its cellphone number to the County Judge.

O. Prepare and submit to the sentencing Judge Affidavits of Violation of Probation and Warrants for Arrest for Violation of Probation within one day of Probationer's arrest for a new law offense

and in addition, at a minimum, the contractor shall provide the Chief Judge of the Third Judicial Circuit as well as the Taylor County Judge and the County Administrator a monthly report of financial deposits by the end of the business day on the third Thursday of the following month and a quarterly statistical report by the last day of the month immediately following the last month of the reporting quarter. Monthly reports must reconcile with the quarterly report.

P. Maintain a current list of acceptable service providers for probation related services.

Q. Prepare quarterly reports as required by Florida Statutes and submit same to the Chief Judge County Judge, and the County Administrator.

R. No employee, officer, agent, or owner of Contractor may serve as a bail bondsman in Taylor County, or as an employee, officer, agent, or owner of a business that writes bail bonds in Taylor County.

S. No employee, officer, agent, or owner of Contractor may practice law in misdemeanor or traffic court in Taylor County, or as an employee, officer, agent, or owner of a law firm that practices law in misdemeanor or traffic court in Taylor County.

IV. RECORDS. Representatives of the County Judge, Court Administrator or the Clerk of the Court or their duly authorized representatives shall have access for purposes of examinations, to any books, documents, papers, and records of "CONTRACTOR" as they may relate to this contract. In addition to fiscal records, the probationer's file will include the following:

A. Court Order relating to supervision

B. Intake and Supervision Report

C. Monthly report when appropriate

D. Monthly receipts for COS payments

E. Records of restitution and court ordered monetary requirements

F. Report of treatment programs or other special conditions of the court

G. Reports of Violation

H. Reports of Termination

I. Date of each contact in field or office

Retain and maintain records of probationer's supervision and cost transactions involved in collection of restitution and court ordered monetary requirements for a period of not less than three (3) years from the ending date of the probation.

V. REPORTS. At a minimum, "CONTRACTOR" shall provide to the Chief Judge of the Third Judicial Circuit, as well as the County Judge and County Administrator, a monthly report of financial deposits by end of the business day on the third Thursday of the following month and a Quarterly statistical report by the last day of the month immediately following the last month of the reporting quarter. Monthly reports must reconcile with the quarterly report.

VI. NOTICE. Pursuant to this Agreement, notice shall be given in writing by U.S. Mail, certified return receipt request, addressed as follows:

East Coast Court Services
17 High Drive
Crawfordville FL 32327

The Taylor County Board of County
Commissioners
P.O. Box 620
Perry, FL 32348

VII. AUDIT. Each year the "CONTRACTOR" shall provide an audit of the misdemeanor accounts.

VIII. INDEMNITY. The "CONTRACTOR" shall indemnify, defend and hold harmless the County from all claims, suits, judgment and or damages including court costs and attorney fees arising out of intentional acts, negligence or omissions by the "CONTRACTOR". In addition, the "CONTRACTOR" shall obtain and maintain a general liability policy with a benefit of at least \$1,000,000 naming the County as a certificate holder and as additional insured. Each year on October 1 the Contractor shall show proof of said policy.

IX. ENTIRE AGREEMENT. This written agreement contains the sole and entire agreement between the "COUNTY" and "CONTRACTOR", and supersedes any and all other agreements between them.

X. WAIVER OR MODIFICATION. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto except as stated herein.

XI. CONTRACT GOVERNED BY FLORIDA LAW. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the state of Florida.

XII. SEVERABILITY. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

XIII. During the performance of this Agreement, "CONTRACTOR" herein assures the "COUNTY" that "CONTRACTOR" is in compliance with Title VII of the 1964 Civil Rights Act as amended and the Florida Human Rights Act of 1977 in that "CONTRACTOR" does not, on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against his employees or applicants for employment. "CONTRACTOR" understands and agrees that this Agreement is conditioned upon the veracity of this statement of Assurance. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

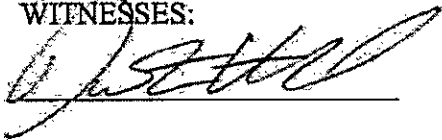
XIV. This Contract shall not be construed to be an exclusive contract to provide probation services to Taylor County Court and both the County Commission and "CONTRACTOR" fully recognize the authority of the Court to designate any public or private entity to provide for such services and the Court's authority to terminate such entities from providing such services.

XV. It is understood by the parties that "CONTRACTOR" shall provide all funding for said services and that the County shall not be obligated to fund any portion thereof.

XVI. "CONTRACTOR" shall not practice criminal law in Taylor County Traffic or Misdemeanor Court. "CONTRACTOR" shall not write bail bonds in Taylor County.

IN WITNESS WHEREOF, the "COUNTY" has executed and signed this agreement through the Board of County Commissioners and duly attested by its Clerk and "CONTRACTOR" has signed and executed this agreement, as set forth below.

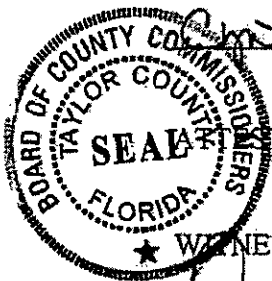
WITNESSES:

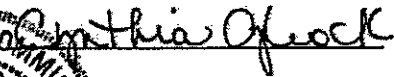


TAYLOR COUNTY



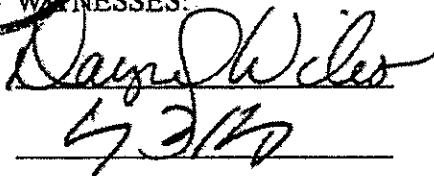

Patricia Patterson
Chairperson



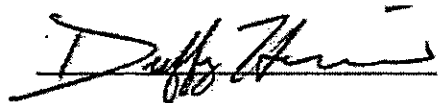


WITNESSES: 
ANNIE MAE MURPHY

WITNESSES:

CONTRACTOR



I concur with the terms and conditions of this agreement.


Bill Blue, County Judge

CONTRACT FOR MISDEMEANOR PROBATION SERVICES

THIS CONTRACT is entered into by and between the COUNTY (as defined below) and the CONTRACTOR (as defined below) and in consideration of the mutual covenants and provisions contained herein, and for other valuable consideration the receipt and sufficiency of which is acknowledged the parties agree as follows:

1. **Definitions.** Unless the context clearly requires otherwise, the following terms shall have the following meanings herein:

CHIEF JUDGE shall mean the chief judge of the Third Judicial Circuit in and for the State of Florida.

CLERK shall mean the Clerk of the Circuit Court of the COUNTY.

CONTRACT shall mean this CONTRACT FOR MISDEMEANOR PROBATION SERVICES.

CONTRACTOR shall mean _____, with physical address of _____, mailing address of _____ and phone _____, and whose Federal Tax ID No. is _____. The CONTRACTOR is not a law firm nor in the business of issuing bail bonds.

COUNTY shall mean Taylor County, a political subdivision of the State of Florida with physical and mailing address of 201 E. Green Street, Perry, Florida 32347, and phone (850) 838-3500.

COUNTY COURT shall mean the County Court as created in Art. V, § 6, Fla. Const., in and for Taylor County, Florida.

COUNTY JUDGE shall mean the judge serving as the judge of the COUNTY COURT (not on temporary assignment) with mailing address of Post Office Drawer 914, Perry, Florida 32348.

FISCAL YEAR shall mean the COUNTY'S fiscal year which runs from October 1 through September 30.

PROBATIONER shall mean a defendant found guilty of a misdemeanor in the COUNTY COURT and who is placed on probation by order of the COUNTY COURT.

2. **Representation of Qualification.** CONTRACTOR represents and warrants that: (1) the CONTRACTOR has independently (meaning from sources other than the COUNTY) investigated and is familiar with the volume and nature of the services required under this CONTRACT and the amount of compensation it can expect to receive under this CONTRACT; (2) the CONTRACTOR is experienced in providing the types of services and fulfilling the requirements as set forth in this CONTRACT; (3) the CONTRACTOR is presently, and throughout the duration of this CONTRACT shall continue to be, qualified and capable of providing the services and fulfilling the requirements as set forth in this CONTRACT; (4) CONTRACTOR presently has, and throughout the CONTRACT TERM shall maintain, all professional licenses and other licenses and permits necessary to provide the services and fulfill the requirements as set forth in this CONTRACT; (5) if the CONTRACTOR is a business entity, the CONTRACTOR is the business entity set out in the definition of the term CONTRACTOR; (6) if the

CONTRACTOR is a foreign business entity, the CONTRACTOR is duly registered and authorized to do business in the State of Florida; and, (7) the name, address, contact information, Federal Tax ID number and all other identifying information for the CONTRACTOR set out in the definition of the term CONTRACTOR is correct. It shall be the continuing duty of the CONTRACTOR to immediately notify the COUNTY, and the COUNTY JUDGE should any of the above represented information change in any way during the term of this CONTRACT.

3. **Engagement.** Based on the CONTRACTOR'S representations in paragraph 2 above, the COUNTY hereby engages CONTRACTOR to provide the services as described in this CONTRACT during the CONTRACT TERM.

The Extent of the Services to Be Rendered by the CONTRACTOR
(Section 948.15(3)(a), Florida Statutes)

4. The CONTRACTOR shall provide probation services for PROBATIONERS as provided in Section 948.15, Florida Statutes, as it may be amended from time to time, and in this regard the CONTRACTOR shall:
 - 4.1 Prepare a Written plan of Need (aka. Order of Probation) which is to be addressed during the period of supervision, on each probationer along with a copy of the order of probation signed by the probation supervisor and the probationer is to be maintained in the supervisor's case file.
 - 4.2 Conduct monthly contact either in person or by telephone with each probationer. Make no less than one contact per month with probationer by a supervising officer to evaluate conformity with the Written Plan of Need (aka. Order of Probation).
 - 4.3 Maintain regular contacts with agencies that provide self-improvement resources necessary to enforce the condition of supervision. Verify completion of self-improvement programs by the PROBATIONER.
 - 4.4 Maintain close follow-up and enforce all ordered conditions of probation which require participation in a designed program by making the initial follow-up referrals and enforce special conditions of probation including:
 - 4.4.1 Restitution
 - 4.4.2 Fines and Court Costs
 - 4.4.3 Evaluation and Treatment Programs
 - 4.4.4 Community Service Hours
 - 4.4.5 Cost of Supervision
 - 4.4.6 Procurement of License, if applicable

- 4.4.7 Full-time education, proof of employment, or job search requirements.
- 4.5 Prepare a report on violation of probation as appropriate.
- 4.51 Any new law violations will be reported to the Court within five (5) business days.
- 4.52 Provide a case file audit showing all obligations met along with a petition to the "COURT" for any Probationer requesting Early Termination, monetary and on-monetary.
- 4.6 Prepare a modification of probation as appropriate and it must be petitioned to the "COURT".
- 4.7 Maintain a separate file on each PROBATIONER as a part of a uniform file system. Record date chronologically of each contact made.
- 4.8 Require all staff to be qualified as required by law and the applicable Florida Statutes.
- 4.9 Maintain a local office in Perry, Florida, and be staffed and open from 9:00 am to 5:00 pm, no less than twenty-one (21) hours per week, and always available by email, telephone and fax during normal business hours. Hours of operation will be increased as necessary, depending on case load.
- 4.10 The "CONTRACTOR" must be able to prove a list of providers who provide Drug Patches, Drug Testing, Alcohol Monitors and GPS Monitoring.
- 4.11 Attend all COUNTY COURT arraignment, pretrial, and violation of probation hearings and bring a computer (whether tablet, notebook or laptop) to the hearings and be able to consult their files and PROBATIONER'S payment histories via computer.
- 4.12 Provide its cell phone number to the COUNTY JUDGE.
- 4.13 Maintain a current list of acceptable service providers for probation related services. Provide the Clerk and the Board of County Commissioners with a copy of this list once approved by the designated party, and any updates that may follow during the contract period.

Staffing Levels, Staff Qualifications and Criminal Record Checks of Staff
(Section 948.15(3)(b-d), Florida Statutes)

5. The CONTRACTOR shall maintain adequate staffing levels to provide proper liaison with the COUNTY COURT, perform the initial intake of PROBATIONERS, to properly supervise PROBATIONERS, to appear at all sentencings and court hearings involving PROBATIONERS and otherwise provide the services set out in this CONTRACT and fulfill the requirements hereof.

6. The CONTRACTOR shall have as many face-to-face contacts with each PROBATIONER as reasonably required to provide the services set out in this CONTRACT and fulfill the requirements hereof. Provided that the CONTRACTOR'S initial intake of the PROBATIONER shall be face-to-face where the CONTRACTOR shall clearly explain all of the court ordered terms to the PROBATIONER in a manner that is understandable and provide a copy that is signed by both the CONTRACTOR'S representative and the PROBATIONER and that includes the Court ordered sanctions to the PROBATIONER.
7. To the extent possible, the CONTRACTOR shall assign each offender to an employee who shall maintain and be responsible for the case throughout its term at the initial meeting. The PROBATIONER will be notified in writing within 15 days if there is a change in the assigned employee.
8. All of the services required herein shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
9. All officers or supervisors employed by the CONTRACTOR for this CONTRACT must be knowledgeable and capable of providing the services set out herein in a workmanlike manner. A background check, including FCIC/NCIC check, and verification of relevant employment and claimed education shall be conducted on all newly hired officers and supervisors to determine that the person is of good character and may not have been convicted of any felony or misdemeanor charge nor may they have had adjudication withheld on a felony charge.
10. Pursuant to Section 948.15(3)(b), Florida Statutes, staff qualifications and criminal record checks of staff shall comply with standards established by the American Correctional Association. The results of the background check shall be kept on file and available for examination by the COUNTY.
11. Each employee, officer, supervisor, and director, shall provide a signed affidavit, executed under oath, constituting an official statement with the purview of Section 837.06, Florida Statutes, that the information provided by the person for his or her application and/or background check is true and accurate, that there are no material omissions therein, and that the intentional false execution of the affidavit constitutes a misdemeanor of the second degree. These affidavits shall be maintained by the Contractor and made available to the County upon request.
12. CONTRACTOR must have procedures for obtaining Florida Department of Law Enforcement (FDLE) criminal history checks and arrest affidavits as needed at CONTRACTOR'S expense.
13. The CONTRACTOR shall immediately suspend any employee working under this CONTRACT who is arrested until the conclusion of the sentencing phase or other resolution of the case. The CONTRACTOR shall immediately notify the COUNTY, CLERK and COUNTY JUDGE of any arrest of any individual working within the terms of this CONTRACT. The employee will be terminated in the event the employee is

adjudicated of any criminal charge, notwithstanding the employee has adjudication withheld on a felony charge.

Procedures for Handling the Collection of ALL PROBATIONER Fees and Restitution
(Section 948.15(3)(e), Florida Statutes)

14. The CONTRACTOR shall be compensated for the services it provides pursuant to this CONTRACT by charging and collecting fees from the PROBATIONERS. The CONTRACTOR shall not receive any compensation for the services it provides pursuant to this CONTRACT from the COUNTY or any other source except the fees expressly set out in this CONTRACT.
15. During the term of this CONTRACT, the fees to be charged and collected by the CONTRACTOR shall be the statutory minimum fees provided in Section 948.09, Florida Statutes, as it may be amended from time to time. At the time of the execution of the CONTRACT such statutory minimum fee is \$40.00 per month per PROBATIONER.
16. Upon receipt by the CONTRACTOR, all fees collected by the CONTRACTOR shall be the separate property of the CONTRACTOR and shall not be required to be held in an escrow or trust account.
17. In addition to the above fees, the CONTRACTOR shall collect funds from the PROBATIONERS which the PROBATIONERS must pay pursuant to the orders of the COUNTY COURT including, without limitation, fines, court costs and restitution. At no time shall such funds be deemed the property of the CONTRACTOR. Such funds shall not be commingled with the CONTRACTOR'S funds but rather shall be kept and accounted for by the CONTRACTOR in a separate escrow or trust account. All such funds received by the CONTRACTOR during a particular calendar month shall be paid over to the CLERK, with a written breakdown of how such funds are to be applied, no later than the 15th day of the following calendar month.

**Procedures for Handling Indigent PROBATIONERS Which Ensure
Placement Irrespective of Ability to Pay**
(Section 948.15(3)(f), Florida Statutes)

18. The CONTRACTOR shall waive fees for indigents when directed to do so by order of the COUNTY COURT.
19. The CONTRACTOR may recommend the revocation of a PROBATIONER'S probation where:
 - 19.1 The CONTRACTOR has not been able to achieve compliance with the court ordered terms of the PROBATIONER'S probation and does not reasonably believe that it will be able to achieve such compliance.
 - 19.2 In such circumstances, the CONTRACTOR shall immediately prepare and submit to the COUNTY COURT Affidavits of Violation of Probation and Warrants for Arrest for Violation of Probation.

Records

(Section 948.15(3)(h), Florida Statutes)

20. **Required PROBATIONER Files.** The CONTRACTOR shall maintain a file for each PROBATIONER which shall include, at a minimum as follows:

- 20.1 Court order relating to supervision
- 20.2 Intake and Supervision Report
- 20.3 All monthly and quarterly reports
- 20.4 Monthly receipts for all payments
- 20.5 Records of restitution and court ordered monetary requirements
- 20.6 Reports of treatment programs or other special conditions of the court
- 20.7 Reports of Violation
- 20.8 Reports of Termination
- 20.9 Date of each contact in field or office.

21. **Other Required Records.** In addition to maintaining the individual case files, the CONTRACTOR shall:

- 21.1 Maintain financial records, capable of being inspected and audited of all fines, fees, court costs, restitution, cost of prosecution, public defender fees and supervision fees received, expended, and disbursed by the CONTRACTOR.
- 21.2 Record and maintain statistical data concerning the number and types of cases (VOP, CT, MM) being handled, terminated, and completed; the number of visits; the hours of community service performed by offenders; the number of face-to-face contacts, and such additional information as may be required by the COUNTY to assist in evaluating the effectiveness of the CONTRACTOR'S activities.
- 21.3 All records of the CONTRACTOR must be open to inspection upon the request of the COUNTY, the COUNTY JUDGE, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof.

22. **Public Records.**

- 22.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this CONTRACT and shall provide access to public records in accordance with Section 119.0701, Florida Statutes, and more specifically the CONTRACTOR shall:

22.1.1 Keep and maintain public records required by the COUNTY to perform the CONTRACT.

22.1.2 Upon request from the COUNTY'S custodian of public records, 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.

22.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the CONTRACT and following completion of the CONTRACT if the CONTRACTOR does not transfer the records to the COUNTY.

22.1.4 Upon completion of the CONTRACT, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the CONTRACT. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the CONTRACT, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the CONTRACT, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

22.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Clerk of the Court, with physical address of 108 North Jefferson Street, Perry, Florida 32347 and mailing address of Post Office Box 620, Perry, Florida 32348, phone (850) 838-3506 and email:

22.3 To the extent the records of the CONTRACTOR are deemed the records of the judicial branch, the CONTRACTOR shall comply with the applicable provisions of Part IV of the Rules of Judicial Administration (Fla. R. Jud. Admin. 2.410-2.451).

23. Required Reports. The CONTRACTOR shall:

23.1 Provide monthly and annual reports and other statistical reports as required by the COUNTY, the COUNTY JUDGE, the CLERK, or law. This shall include at a minimum a monthly report of all monies paid to the CONTRACTOR. Such monthly report shall be provided no later than the 15th day of the immediately following month. Such report shall be simultaneously copied to the CHIEF JUDGE if he or she so desires.

- 23.2 Provide the COUNTY, the COUNTY JUDGE, the CLERK and the CHIEF JUDGE with a quarterly report summarizing the number of offenders supervised by the CONTRACTOR, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated. Contractor may seek waiver if required information cannot be provided.
- 23.3 Provide to the COUNTY, the COUNTY JUDGE and the CLERK an annual financial report, and certified by a licensed, independent Certified Public Accountant. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided. The certified financial report shall be provided to the COUNTY within 120 days following the close of the CONTRACTOR'S fiscal year. (?)

Default and Contract Termination Procedures

(Section 948.15(3)(i), Florida Statutes)

24. Term of this Contract & Renewal

- 24.1 The term of the CONTRACT shall begin on _____ and shall remain in effect for a period of three (3) years thereafter. Following the aforesaid three (3) year period, THIS CONTRACT, including all previous modifications thereto, will AUTOMATICALLY renew for an additional three (3) year period, and for each successive year, unless sooner terminated.
- 24.2 At any time after _____, 2021, but not before, this CONTRACT may be unilaterally terminated by either the COUNTY or the CONTRACTOR for any or no reason, upon giving 60 days prior written notice to the other party.

Procedures That Aid Offenders with Job Assistance

(Section 948.15(3)(j), Florida Statutes)

25. The CONTRACTOR shall provide job placement referral services for PROBATIONERS as needed.

Procedures for Accessing Criminal History Records of Probationers

(Section 948.15(3)(k), Florida Statutes)

26. The CONTRACTOR must have procedures for obtaining criminal history checks and arrest affidavits as needed at CONTRACTOR'S expense.

Other Terms

27. **Other Services.** This CONTRACT does not prohibit the CONTRACTOR from providing to the PROBATIONER other services such as alcohol monitoring. In providing such services, the CONTRACTOR shall inform the PROBATIONER that it is not required to

purchase such services from the CONTRACTOR and shall give the PROBATIONER a list of other local providers with applicable prices who likewise provide such services. The CONTRACTOR shall not represent to the PROBATIONER that it is to the PROBATIONER'S advantage to purchase such services from the CONTRACTOR. Any fees or costs charged to a PROBATIONER for such services shall not be accounted for in this CONTRACT.

28. ADA & Language Interpreters. The CONTRACTOR shall have, either on staff or on an on-call basis, interpreters and equipment and/or facilities to assist the PROBATIONERS in understanding and meeting the terms of probation pursuant to provisions of the Americans with Disabilities Act (ADA). The CONTRACTOR shall have, either on staff or on an on-call basis, interpreters fluent in foreign languages to assist the PROBATIONERS in understanding and meeting the terms of their probation. CONTRACTOR shall make their best effort to employ at least one staff member who is fluent in Spanish.

29. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes. CONTRACTOR further represents that no person having any such interest shall be employed for said performance. It shall be the continuing duty of the CONTRACTOR to immediately notify the COUNTY, and the COUNTY JUDGE should it discover any conflict of interest. Without limiting the foregoing, the following shall be deemed to be a prohibited conflict of interest:

29.1 An employee, officer, agent, or owner of the CONTRACTOR serving as a bail bondsman in the COUNTY.

29.2 The CONTRACTOR or any employee, officer, agent, or owner of the CONTRACTOR serving as an employee, officer, agent, or owner of a business that serves as a bail bondsman in the COUNTY.

29.3 An employee, officer, agent, or owner of the CONTRACTOR representing any defendant on any criminal or traffic matter in the COUNTY COURT.

29.4 The CONTRACTOR or any employee, officer, agent, or owner of the CONTRACTOR serving as an employee, officer, agent, or owner of a law firm which represents defendants on criminal or traffic matters in the COUNTY COURT.

30. Indemnity and Insurance.

30.1 The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY from all claims, suits, judgment and or damages including court costs and attorney fees arising out of the alleged or proven intentional acts, negligence or omissions of the CONTRACTOR.

30.2 In addition, the CONTRACTOR shall, at its sole expense, obtain and maintain a general liability insurance policy with a minimum policy limits of \$1,000,000.00.

30.3 Such insurance policy shall be endorsed with the following specific language:

30.3.1 The COUNTY is named as additional insured on such policy.

30.3.2 The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

30.3.3 This policy shall not be canceled or materially changed without first giving 30 days' prior written notice to the COUNTY.

30.4 The following documentation concerning the insurance policy shall be submitted to the COUNTY within 30 days after the effective date of this CONTRACT:

30.4.1 Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above.

30.4.2 Signed copies of the insurance policy and specified endorsements for each policy.

30.4.3 Upon the COUNTY'S written request, certified copies of insurance policies. Said policy copies shall be submitted within 30 days of the COUNTY'S request.

30.5 The CONTRACTOR'S indemnity and other obligations, set out in this CONTRACT, shall not be limited by the foregoing insurance requirements.

30.6 If CONTRACTOR, for any reason, fails to maintain insurance coverage which is required pursuant to this CONTRACT, the same shall be deemed a material breach of CONTRACT.

31. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the CONTRACT, at the discretion of COUNTY.

32. Compliance with Laws. In carrying out the terms of this CONTRACT, CONTRACTOR, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations of the federal, state, or local government.

33. Venue and Jurisdiction of Litigation. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT shall be the State of

Florida, Circuit Court or County Court in and for Taylor County, Florida. If the exclusive jurisdiction of any such litigation is in the Federal Courts, then the exclusive venue and jurisdiction shall be in the United States District Court for the Northern District of Florida, Tallahassee Division.

34. Limitation on Remedy. Notwithstanding anything else herein to the contrary, both parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to this CONTRACT. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall not be interpreted to mean that, absent this provision, either party would be entitled to recover any such damages.
35. No Third-Party Beneficiaries. No provision of this CONTRACT will be deemed for the benefit of the PROBATIONS, the public generally nor for any persons or entities other than the COUNTY and the CONTRACTOR. Thus, there shall be no third-party beneficiary of this CONTRACT.
36. Terms Not to Be Construed Against Either Party. The terms of this CONTRACT are the product of negotiation and therefore shall not be construed against either party as the drafter.
37. Time is of the Essence. Time is of the essence in this CONTRACT.
38. Governing Law. This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
39. Entire Agreement. The parties have not entered into this CONTRACT in reliance upon any fact or representation not expressly provided herein. This CONTRACT shall supersede all previous agreements, oral or written, between the COUNTY and the CONTRACTOR and contains the whole and entire agreement between the parties.
40. Amendment, Revocation or Abandonment. This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by both the COUNTY and the CONTRACTOR. Pursuant to Section 948.15 Florida Statutes, such written agreement shall not be effective unless and until approved, in writing, by the COUNTY JUDGE.
41. Assignment. Neither party may assign its rights or responsibilities under this CONTRACT without the prior written consent of the other party. Pursuant to Section 948.15, Florida Statutes, such written agreement shall not be effective unless and until approved, in writing, by the COUNTY JUDGE.
42. No Waiver of Rights under CONTRACT. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this CONTRACT shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of

any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

43. No Waiver of Sovereign Immunity. Notwithstanding anything else herein to the contract, nothing herein shall be construed to waive or to otherwise affect any party's sovereign immunity and/or the protections given such party under Section 768.28, Florida Statutes.
44. Gifts. CONTRACTOR shall not pay any part of the compensation it receives under this CONTRACT, directly or indirectly, to any officer or employee of the COUNTY or the State of Florida as wages, compensation, or gifts in exchange for acting as CONTRACTOR in connection with any work contemplated or performed in connection with this CONTRACT.
45. Non-Discrimination. CONTRACTOR will not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps or marital status with respect to any operations and activities hereunder.
46. Notice. Any notice required to be given relating to this CONTRACT shall be given as follows:
- 46.1 If to the COUNTY, such notice shall be given in writing to the COUNTY, the COUNTY JUDGE and the CLERK at the address set out in definitions section of this CONTRACT.
- 46.2 If to the CONTRACTOR, such notice shall be given in writing to the CONTRACTOR at the address set out in definitions section of this CONTRACT.
- 46.3 All such notices shall be effective on the date received by the addressee or the addressee's office.
47. Miscellaneous. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday. Headings used in this CONTRACT are provided for convenience only and shall not be used to construe meaning or intent.
48. Approval of this CONTRACT by the COUNTY JUDGE. The COUNTY JUDGE has approved this CONTRACT only because such approval is required by Section 948.15, Florida Statutes. Notwithstanding anything else herein to the contrary, such approval does not make the COUNTY JUDGE a party to this CONTRACT nor liable thereunder.

(The remainder of this page was intentionally left blank.)

APPROVED and ENTERED INTO by the COUNTY this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

GARY KNOWLES, Clerk

APPROVED and ENTERED INTO by the CONTRACTOR this ____ day of _____,
2021.

BY: _____

APPROVED by the COUNTY JUDGE this ____ day of _____, 2021.

BILL BLUE
County Judge
Taylor County, Florida

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

August 31, 2020

Hon. Bill Blue
County Judge
Post Office Drawer 914
Perry, Florida 32348

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

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

Re: Contract for Misdemeanor Probation Services

Dear Judge Blue, Annie Mae and LaWanda,

It is my understanding that the current Contract for Misdemeanor Probation Services is about to expire.

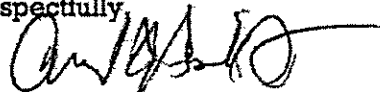
With that in mind, please find enclosed a draft Contract that I have prepared. (NOTE: I used Hamilton County's and Madison County's current Contracts). Of course, this is a "DRAFT".

I enclose copies of the following Chapters of Florida Statutes which are recited in this Contract, particularly; Chapter 948.15 (Florida Statutes); Chapter 837.06 (Florida Statutes); Rules of Judicial Administration (Fla. R. Jud. Admin. 2.410 - 2.451). Note: I did not attach Chapter 119 or Chapter 112 Part 111. See also Chapter 768.28 attached.

If you have a question, please let me know as I welcome additions, deletions and/or corrections.

Thank you very much and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosures

The Florida Senate

2018 Florida Statutes

<u>Title XLVII</u> CRIMINAL PROCEDURE AND CORRECTIONS	<u>Chapter 948</u> PROBATION AND COMMUNITY CONTROL <u>Entire Chapter</u>	<u>SECTION 15</u> Misdemeanor probation services.
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948.15 Misdemeanor probation services. —

(1) A defendant found guilty of a misdemeanor who is placed on probation shall be under supervision not to exceed 6 months unless otherwise specified by the court. Probation supervision services for a defendant found guilty of a misdemeanor for possession of a controlled substance or drug paraphernalia under chapter 893 may be provided by a licensed substance abuse education and intervention program, which may provide substance abuse education and intervention as well as any other terms and conditions of probation. In relation to any offense other than a felony in which the use of alcohol is a significant factor, the period of probation may be up to 1 year.

(2) A private entity or public entity, including a licensed substance abuse education and intervention program, under the supervision of the board of county commissioners or the court may provide probation services and licensed substance abuse education and treatment intervention programs for offenders sentenced by the county court.

(3) Any private entity, including a licensed substance abuse education and intervention program, providing services for the supervision of misdemeanor probationers must contract with the county in which the services are to be rendered. In a county having a population of fewer than 70,000, the county court judge, or the administrative judge of the county court in a county that has more than one county court judge, must approve the contract. Terms of the contract must state, but are not limited to:

- (a) The extent of the services to be rendered by the entity providing supervision or rehabilitation.
- (b) Staff qualifications and criminal record checks of staff.
- (c) Staffing levels.
- (d) The number of face-to-face contacts with the offender.
- (e) Procedures for handling the collection of all offender fees and restitution.
- (f) Procedures for handling indigent offenders which ensure placement irrespective of ability to pay.
- (g) Circumstances under which revocation of an offender's probation may be recommended.
- (h) Reporting and recordkeeping requirements.
- (i) Default and contract termination procedures.
- (j) Procedures that aid offenders with job assistance.
- (k) Procedures for accessing criminal history records of probationers.

In addition, the entity shall supply the chief judge's office with a quarterly report summarizing the number of offenders supervised by the private entity, payment of the required contribution under supervision or rehabilitation, and the number of offenders for whom supervision or rehabilitation will be terminated. All records of the entity must be open to inspection upon the request of the county, the court, the Auditor General, the Office of Program Policy Analysis and Government Accountability, or agents thereof.

(4) A private entity that provides court-ordered services to offenders and that charges a fee for such services must register with the board of county commissioners in the county in which the services are offered. The entity shall provide the following information for each program it operates:

- (a) The length of time the program has been operating in the county.
- (b) A list of the staff and a summary of their qualifications.
- (c) A summary of the types of services that are offered under the program.

(d) The fees the entity charges for court-ordered services and its procedures, if any, for handling indigent offenders.

(5) The private entity, including a licensed substance abuse education and intervention program, providing misdemeanor supervision services must also comply with all other applicable provisions of law.

History.—s. 10, ch. 91-280; s. 11, ch. 93-61; s. 42, ch. 95-283; s. 134, ch. 2001-266; s. 19, ch. 2005-28; s. 1, ch. 2012-106; s. 14, ch. 2017-115.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission – Consent Agenda Item

SUBJECT/TITLE:

Approve the Request for Proposal (RFP) package to contract Taylor County River Entrance Light System Maintenance Services and its advertisement

Meeting Date:

June 7, 2021

Statement of Issue: Approve the RFP package to contract Taylor County River Entrance Light System Maintenance Services. These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a total cost to perform maintenance and basic parts replacement as maintenance procedure to all four (4) navigational light systems. Approve the immediate advertisement of the RFP process.

Recommendation: Approve Request for Proposal package and its advertisement.

Fiscal Impact: \$ 20,000 **Budgeted Expense:** Yes ☐ No ☐ N/A ☐

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: After Taylor County river lights entrance platforms repairs were performed, some users have complained about the operability of the light systems. Maintenance for the light systems of the 4 rivers entrances had been performed in in the las years but the contract expired March 2021 and a new contract for these services must be issued. The RFP package for the contract for the Taylor County River Entrance Light Systems Maintenance in 4 rivers was prepared according to the BOCC regulations and it needs to be approved as well as its public advertisement. The sole proposal was withdrawn, so it needs to be re-advertised

Options: 1. Approve the RFP package to contract Taylor County River Entrance Light System Maintenance Services and its immediate advertisement.

2. Deny approval

Attachments: 1. RFP package, attachments, contract model, and advertisement.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Taylor County Board of County Commissioners is soliciting proposals for **TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES.**

Qualified firms or individuals desiring to provide the requested services must **submit their proposal package** in an envelope or similar package marked **"Sealed Proposal for 'TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES' 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 Friday, June 18, 2021. All proposals MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened, and respondents announced at **9:05 AM June 22, 2021** local time, or as soon thereafter as practical, at 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 proposal, to cancel or withdraw this RFP at any time waive any irregularities in the process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the proposed costs. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid/proposal 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/proposed costs. **No faxed proposal will be accepted.**

For additional information and RFP package contact

Victor Blanco
Taylor County and University of Florida Extension Agent
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
victorblancomar@ufl.edu

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. Request for Proposal documents shall be obtained from Victor Blanco, Extension Agent, Taylor County Extension Office, 203 Forest Park Drive, Perry, FL 32348 Telephone (850) 838-3508 or victorblancomar@ufl.edu. Documents may also be obtained from www.taylorcountygov.com.
2. Hand deliveries and mailed proposals **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, Friday, June 18, 2021.**
3. Proposals **MUST** be in a sealed envelope plainly marked on the outside: **Sealed Proposal for Taylor County River Entrance Light System Maintenance Services.**
4. **All proposals MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Proposals 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 proposal 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 proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Proposals shall be opened and respondents will be announced on **June 22, 2021 at 9:05 AM** or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32348.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all proposals, to cancel or withdraw this RFP at any time waive any irregularities in the process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the proposed costs. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid/proposal 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/proposed costs, 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, Workmen's Compensation Insurance (including Long Shoreman's), 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 contract, 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/contract award, is hereby advised that the bid/contract 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.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**

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

Victor Blanco

County Extension Agent

203 Forest Park Drive

Perry, FL 32348

(850)838-3508

victorblancomar@ufl.edu

GPS Coordinates: Mouth of Rivers for Taylor County FL River Entrance Light Project:

<u>Spring Warrior Creek Light Platform</u> N 29° 54.552 / W 83° 41.252	<u>Fenholloway River Light Platform</u> N 29° 58.596 / W 83° 47.278
<u>Aucilla River Light Platform</u> N 30° 04.846 / W 83° 59.546	<u>Econfina River Light Platform</u> N 30° 02.117 / W 83° 55.799

BIDDER INFORMATION

1. Proposal: The proposal shall include:
 - The list of previous work/experience and/or references letters of similar works as this bid.
 - The amount the bidder will charge to maintain light system operations and basic parts replacement of navigational light system at the platforms entrance of 4 rivers in Taylor County Florida.

These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. **The bidder's proposal will provide a cost breakdown for each navigational light system, as well as a total cost to perform maintenance and basic parts replacement as maintenance procedure to all four (4) navigational light systems.**

2. Proposal 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 parts of this Contract in connection with the following

"TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES"

The navigational light systems and river entrance platforms can be inspected weekdays by appointment by contacting Victor Blanco at 850-838-3508 or at victorblancomar@ufl.edu. Inspection costs and logistics are borne by the contractor.

The successful bidder is required to meet the following **General Requirements for ALL 4 lighting systems**:

- 1) Navigational light systems shall be maintained on a quarterly basis; basic repairs/parts replacement must be performed as necessary.

The successful bidder is required to meet the following **Specific Requirements, listed by each River Navigational Light system**:

Required Work:

1. Regular maintenance includes bulb light operation testing, bulb replacement, wire checkup, cleaning of all light system, including solar panels, battery charge testing, securing and cleaning battery connections and all other maintenance actions required for the proper operation of the light system. Light bulbs, batteries, wiring, and all other light system components described in **Attachement A** are contractors' responsibility, Attachment A is the outlined diagram, lantern with stanchion and battery box, light system specifications, and river entrance marker structure blueprint that are installed at the Taylor County coastline. To specify, the navigational light system is supported by a platform structure and deck, based on attached drawings.
2. Basic repairs or parts replacement as part of maintenance procedures of the current light system, including light, battery, solar panel or any other component of the system, following the specifications (**Attachment A**) included in this document.
3. Repairs costs of navigational lights system in case of severe storm damage at the platforms will be quoted and approved separately.
4. Reports must be sent quarterly listing and describing inspection, maintenance and/or repairs actions by each river entrance and all supporting documents and pictures. Report must be submitted with the county invoice for contractor invoice payment.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

PROJECT IDENTIFICATION: TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES

THIS PROPOSAL IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

PROPOSAL FORM

1. The undersigned BIDDER proposes and agrees, if this proposal is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to maintain navigational light systems at the entrance of four (4) rivers in Taylor County Florida and to perform and furnish all work as specified or indicated in the Contract Documents for the proposed costs and within the RFP 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 present proposals and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. BIDDER/PROPOSER 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 proposal, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the RFP Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and/or is 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 proposal 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 proposal 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. The term of this contract will be for **three (3) years**, from **July 6, 2021** to **July 6, 2024**, based on quarterly inspections.

4. BIDDER agrees to the following Scope of Work schedule:

July 6, 2021 to July 6, 2024 – Bidder perform maintenance and basic repair actions of navigational light systems at the Fenholloway, Econfinia, Aucilla and Spring Warrior Creek River sites on a quarterly basis. Maintenance and repairs to navigational light systems will be performed on all four (4) platforms as needed.

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 liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.
6. Communications concerning this RFP shall be addressed to:

Victor Blanco
University of Florida / Taylor County Marine and Natural Resources Agent
203 Forest Park Dr.
Perry, FL 32348-6340
Phone: 850-838-3508 or victorblancomar@ufl.edu

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.

PROPOSAL FORM (continued)

SUBMITTED on _____, 20____

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNESHIP:

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: _____

PROPOSAL 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 (including Long Shoreman's) **(No exemptions will be accepted. Need to provide proof of coverage)**
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

CHECKLIST MUST BE INCLUDED WITH THE PROPOSAL PACKET.

**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"
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 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: _____

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:

Taylor County River Entrance Light Systems Maintenance Services

Taylor County River Entrance Light Systems Maintenance Services Contract: The intent of this contract is to secure all labor and equipment required to maintain and/or basic repairs of navigational light systems at the entrance of four (4) rivers in Taylor County Florida. These entrances are the Fenholloway River, the Econfina River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a cost breakdown for each navigational light platform, as well as a total cost to perform maintenance and/or repair to all four (4) navigational light systems.

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

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

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

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

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

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

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

DONE AND EXECUTED this _____ day of _____, 20____

WITNESS: _____

STATE OF _____

COUNTY OF _____

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 _____, 20____.

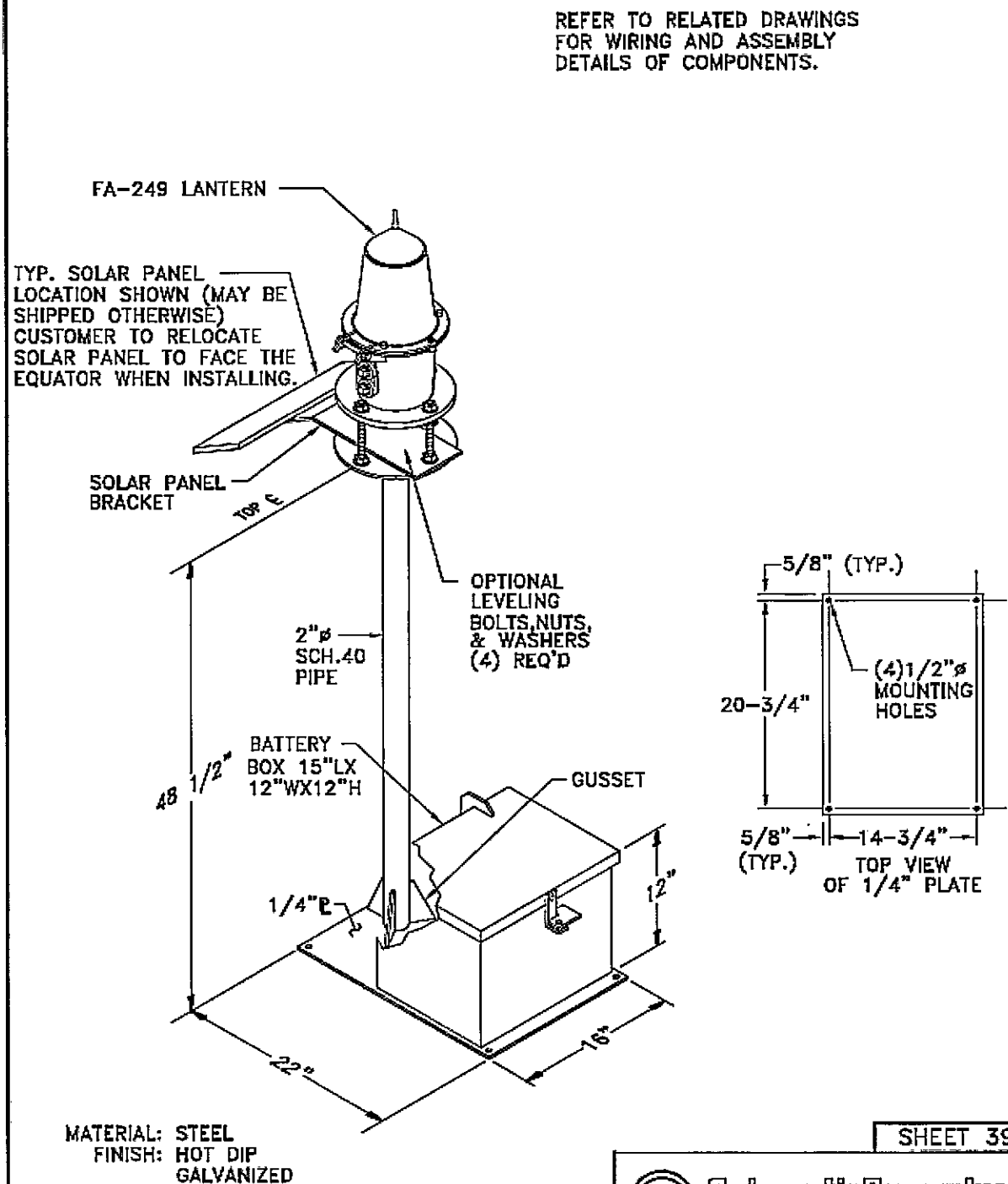
NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this _____ day of _____, 20____

By _____.

Attachment A: Outlined diagram, lantern with stanchion and battery box, light system specifications, and river entrance marker structure blueprint that are installed at the Taylor County coastline.



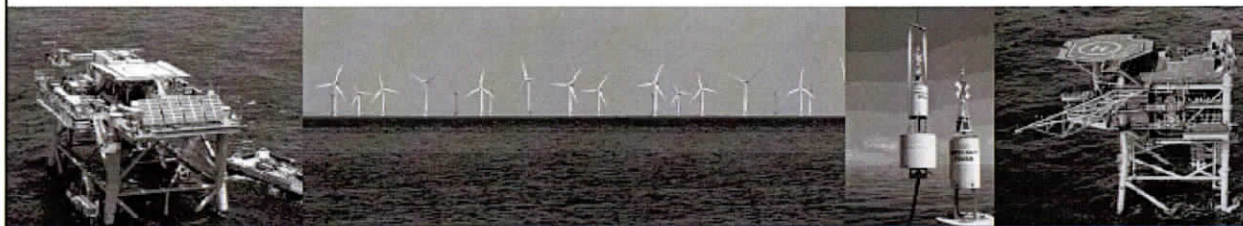
SHEET 39



Automatic Power Inc
213 Hutchesson Street, Houston, Texas

OUTLINE DIAGRAM,
LANTERN WITH STANCHION
AND BATTERY BOX

DRAWN BY J.G.	ORIGINATOR K.D.	DRAWING No. S-6169-C
DATE 11/17/93	CHECKED	
API SF 14.3	APPROVED	



CLASS C SINGLE LIFT ASSEMBLY

The Pharos Marine Automatic Power Class "C" single lift assembly Aids to Navigation package is a rugged compact unit designed for applications requiring a single lantern unit without a fog signal. It meets or exceeds U.S. Coast Guard requirements for Class "C" Aids to Navigation as specified in 33CFR sub-part 67. This aluminum self contained unit contains a solar power system with battery and battery box. The solar array can be positioned in the field to assure it faces due south.

Features

- FA-249LED lantern with 155 mm clear, red, green, yellow, or blue acrylic lens
- 15+1 special programmable position (AM-8 LED Flasher/Controller Unit)
- 255+1 special programmable position (AM-6 LED Flasher/Controller Unit)
- Extremely high flux LEDs mounted on a STABRITE LED array system, driven by specially designed electronics
- LED array available in 1X6, 1X4, 1X8, 3X4 configurations
- Life expectancy in excess of 60,000 hours
- Optional Uniflash®-series GPS wireless synchronizing system, terminal strips, etc.
- Software programmable: photocell, low voltage disconnect, special flash rhythm, specialized current settings and solar charge control voltage setting



- Ability to accommodate an external photocell
- Optional remote monitoring
- High-efficiency TracSwitcher current controls; 82% of the battery current reaches the LED array on flash; 6 mA idle current between flashes
- Optional 365 day timer (AM-6)

**CORPORATE HEADQUARTERS
& MANUFACTURING OPERATIONS**
Houston, TX
Phone: +1-713-228-5208
Fax: +1-713-228-3717
sales@automaticpower.com

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Rene "Boogie" LeBlanc
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Fax: +1-985-223-8710
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Mark Schweiger
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Fax: +44-20-8577 4170
sales@pharosmarine.com

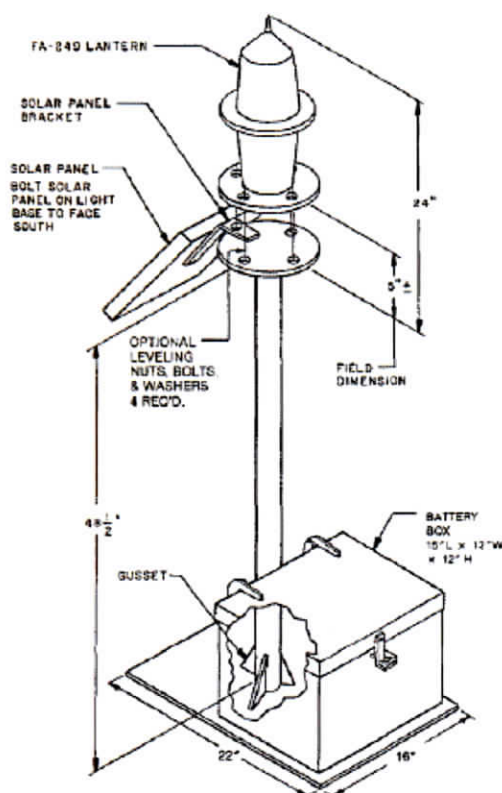
SIMS SYSTEMS LTD
Great Yarmouth, UK
Phone: +44-1493 659271
Fax: +44-1493 601882
uksales@simms-systems.com

www.automaticpower.com

SPECIFICATIONS

Height:	1,841.5 mm (72 1/2")
Weight:	
Galvanized Steel:	69 kg (153 lbs.)
Aluminum:	54 kg (120 lbs.)
Solar Array:	Site Determined
Battery:	30 Day Capacity for Lantern
Power Consumption:	Maximum Average Power of 5.5W
Visibility:	1-3 NM
Vertical Divergence:	Varies by Configuration
Monitor and Control:	Optional
Synchronization:	Uniflash®-Series GPS Synchronizing (Optional)
Lantern Housing:	Molded Lexan® Lens Ring and Base
Operating Temperature:	-20°C to +55°C
Ingress Rating:	IP-56
Certificates:	Lantern FM Approved
	NI/I/2/DC/T6 Ta = 55°C/T5 Ta = 70°C/T4A Ta = 85°C
	NI/I/2/IIC/T6 Ta = 55°C/T5 Ta = 70°C/T4 Ta = 85°C

*Specifications subject to change without notice.



ORIENT ALL BOLTS WITH NUTS
TOWARD INSIDE OF STRUCTURE

USCG NAVAL-AID MARKER
18" DIAMOND ALUMINUM SIGNAGE
(0 125 GA 6067-6T OR 5052-H38)
W/ FOOT INDEX 11860 WND BEAMS
SHEET 6 OF 9

TYPICAL 3 PLACES

RIVER IDENTIFICATION SIGNAGE
SEE DETAILS

30 FT CLASS #2-
MARINE TREATED
PINE PILING
TYP 4 PLACES

FLOATING TURBIDITY
BARRIER LOCATED
COMPLETELY
AROUND PERIMETER
OF WORK AREA AS
NEEDED

FDOT INDEX 103
TYPE II OR III

TIDAL RANGE

2X6 RUNNERS
EQUALLY SPACED
TYP 3 PLACES

3X8 BRACING
W/ 2 - 5/8" THRU
BOLT, NUT & FLAT
WASHERS

DOUBLE ROW
4" SOLAS TAPE
AT ALL PILINGS
6" BELOW BRACING

REAR VIEW

TWO ADDITIONAL
2XB ACCESS MEMBERS
REAR OF STRUCTURE ONLY
FIELD ADJUST FOR FIT

ROUND BLACK CONE
PILE CAP TYP 4 PLACES

- LIGHTING EQUIPMENT PLATFORM
(EQUIPMENT NOT IN CONTRACT)

— USCG NAVAL-AID
MARKER

ANGLE R SIDE AND
REAR SIGN 45 DEG.

ISOMETRIC VIEW
SCALE 1" = 2"

— 3X8 BRACING ON SIDES
W/ 3/4" THRU BOLT
& SINGLE-CURVE SPIKE
GRID, NUT & FLAT WASHERS

ELEVATION
SCALE: 1" = 4'

DATE	SECTION	KENNETH A. DUDLEY	TAYLOR COUNTY ENGINEERING DIVISION  BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL 32347 PH (904) 838-3500 FAX: (904) 838-3501 E-MAIL: county_engineering@taylorcountyfla.gov	DESIGNED BY K-40	PROJECT NAME RIVER ENTRANCE MARKERS	PROJECT NO. 2001-009-ENG
				CHECKED BY K-40	TYPED FILE	SHEET NO. 3
			PROJECT NO. 2001-009-ENG	SECTION VIEWS		
			PROJECT NO. 2001-009-ENG	TYPED FILE		
			PROJECT NO. 2001-009-ENG	SHEET NO. 3		
			PROJECT NO. 2001-009-ENG	TYPED FILE		
			PROJECT NO. 2001-009-ENG	SHEET NO. 3		
			PROJECT NO. 2001-009-ENG	TYPED FILE		
			PROJECT NO. 2001-009-ENG	SHEET NO. 3		
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			PROJECT NO. 2001-009-ENG	TYPED FILE		
			PROJECT NO. 2001-009-ENG	SHEET NO. 3		
			PROJECT NO. 2001-009-ENG	TYPED FILE		

CONTRACT FORM

This contract made this _____ day of _____ between, Taylor County, Florida, hereinafter called the **COUNTY**, and _____, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. SCOPE OF WORK – See Attachment B – Scope of Services –

2. THE CONTRACT PRICE. The County shall pay to the Contractor for the performance of this contract the sum as specified in the agreed upon bid for said work not to exceed \$ _____ annually /
\$ _____ quarterly.

3. DURATION OF CONTRACT. The contract shall take effect upon final execution and terminate (3) years from that date or July 6, 2024, whichever comes first.

4. ASSIGNMENTS. This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. TERMINATION OF THIS CONTRACT. The County reserves the right to terminate or suspend the contract 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.

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 the 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 the County shall have full power or authority, without violating the contract, to take 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, and 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 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. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. 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 (including Long Shoreman's) 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 of all of its employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Worker's Compensation exemptions will be accepted upon providing a current

certificate, Articles of Incorporation, and a signed Taylor County Worker's Compensation Hold Harmless Agreement.

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 documentations that pertain to this project during the project period and for a three (3) year period thereafter.

13. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any questions regarding this project: Victor Blanco, University of Florida / Taylor County Marine and Natural Resources Agent. 203 Forest Park Dr., Perry, FL. 32348-6340. Phone: 850-838-3508 or victorblancomar@ufl.edu.

14. **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 _____.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
LaWanda Pemberton, County Administrator

ATTEST:

GARY KNOWLES, Clerk

Witness:

By: _____
Contractor

STATE OF FLORIDA COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this ____ day of _____,
_____ who is personally known to me and who did/did not take an oath.

NOTARY PUBLIC
My Commission Expires: _____

Attachment B

SCOPE OF WORK

I. SUMMARY

1. The work shall consist of inspecting, testing and maintaining Taylor County's four (4) river entrance lights. These lights are located at the mouths of the Aucilla (Gamble Point), Econfinia and Fenholloway Rivers, as well as at the mouth of Spring Warrior Creek. The lights system will be inspected and maintained each quarter during the contract period. The contact period will be three years from the start date of the contract.

II. GENERAL

1. All work is to be done in accordance with current state and federal regulations (Florida Fish and Wildlife Conservation Commission, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and United State Coast Guard).
2. Inspect and maintain the four river entrance lights on a quarterly basis.
3. Be available on an "on call" basis to perform basic maintenance to river entrance lights as needed.
4. If major functional or structural repairs to river entrance lights are deemed necessary, a **written report must be generated**. The responsible authority will determine the course of action suitable to address the needed repairs.
5. Submit written quarterly reports to the Taylor County Board of Commissioners (LaWanda Pemberton, County Administrator) as part of the payment process. This brief report will detail the performance and condition of each of the river entrance lights including replacement parts used, as well as the condition of the wooden structures. All parts replaced will be returned to shore for proper disposal (including batteries).

III. JOB SITE CONDITIONS

1. The river entrance lights are located either at the edge of salt marsh or in the water. Access to a boat will be necessary to perform the required duties. Contractor shall be responsible for transportation to and from lights.

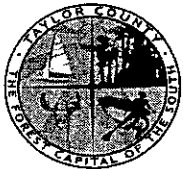
MATERIAL SPECIFICATIONS

All materials must be installed and repaired in strict accordance with the manufacturer's specifications.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE BOARD TO CONSIDER APPROVAL OF CHANGES TO
JOB DESCRIPTION FOR SUPERINTENDENT OF
ENVIRONMENTAL SERVICES**

MEETING DATE REQUESTED:

JUNE 7, 2021

Statement of Issue:

**THE JOB DESCRIPTION FOR THE ENVIRONMENTAL
SERVICES SUPERINTENDENT WILL INCLUDE MOSQUITO
CONTROL RESPONSIBILITIES DUE TO RECENT
PERSONNEL CHANGES.**

Recommended Action: APPROVE

Fiscal Impact: NONE

Budgeted Expense: N/A

**Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR
Contact: 838-3500 X 6**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: THE PREVIOUS MOSQUITO CONTROL PROGRAM
COORDINATOR RETIRED RECENTLY, LEAVING A VACANCY IN THAT
DEPARTMENT. THE CURRENT ENVIRONMENTAL SERVICES SUPERINTENDENT
HAS ASSUMED THE JOB RESPONSIBILITIES OF MOSQUITO CONTROL
COORDINATOR.**

**DUE TO THIS VACANCY THE DEPARTMENT HAS BEEN REORGANIZED AND
ANIMAL CONTROL DUTIES WILL BE ASSUMED BY THE ANIMAL CONTROL
COORDINATOR.**

Options: APPROVE/NOT APPROVE

**Attachments: DRAFT JOB DESCRIPTION
ORGANIZATIONAL CHART**

Taylor County Board of County Commissioners

JOB TITLE: Superintendent Environmental Services

Non-exempt as of	Dec 1, 2016	UNION (Y/N):	No
Pay Grade 230	\$14.24 - \$17.44 per hour	WC CODE	8810
LOCATION:	Environmental Services	DEPT:	Environmental Services
PREPARED BY:	Human Resources	DATE:	04/19/16
APPROVED BY:	BCC	Edited:	

THIS POSITION DOES NOT TAKE TANGIBLE EMPLOYMENT ACTIONS.

THIS POSITION IS CONSIDERED "ESSENTIAL" DURING DECLARED STATES OF EMERGENCY AND WILL DIRECT EMERGENCY SUPPORT FUNCTIONS.

SUMMARY:

Work is performed under the general supervision of the Environmental Services Director as a salaried administrative employee. Employee is expected to function independently and make technical administrative decisions based on Board Policy and Procedures. Performance is evaluated by review of work in progress and observation of results upon completion of tasks. Coordinates all administrative activities in departments by performing the following duties personally or through subordinate employees.

ESSENTIAL/SPECIFIC DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Establishes uniform correspondence procedures and style practices.
- Formulates procedures for systematic retention, protection, retrieval, transfer, and disposal of records.
- Prepares activities reports for guidance of management.
- Oversee scheduling of all work for 9 sites that are open 7 days per week.
- Prepares payroll for all departments.
- Acts as technical support for Grants.
- Supervises and coordinates the activities of subordinate employees including determining work procedures and schedules; issuing instructions and assigning duties; reviewing work; recommending personnel actions; conducting performance reviews; and conducting departmental training and orientation.
- Observes and enforces strict adherence to safety regulations and safe work practices, particularly in the handling of hazardous chemicals, hazardous waste and the operation of vehicles.
- Investigates complaints and violations; ensures action is taken to comply with laws and ordinances.
- Supervises and participates in mosquito control spraying.
- Prepares and administers budget, ensures operations are maintained within established budget, and directs the allocation of resources to accomplish objectives.
- Performs short and long range education program planning.
- Performs various research, develops and completes all related reports.
- Attends meetings and workshops relating to departmental responsibilities.
- Acts as Interim Director during the absence of the Department Director.

Taylor County Board of County Commissioners

JOB TITLE: Superintendent

Environmental Services

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE:

Graduation from an accredited college or university with an Associates' degree is preferred; however a minimum of two (2) years relevant experience or combination of training and experience is sufficient.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, employee is required to talk and to hear.
- Required to stand, walk, sit, reach, stoop, kneel and frequently use hands and fingers.
- Must be able to lift and/or move up to 25 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

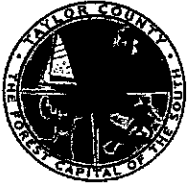
DRAFT



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider an application for Mud Bog Special Events at the Iron Horse Mud Bog site for October 14th – 17th with attendance expected to be greater than 1,000.

MEETING DATE REQUESTED:

June 7, 2021

Statement of Issue: Mud Bog Special Events for more than 1,000 attendees.

Recommendation: Consider for approval.

Fiscal Impact: Potential increase in tourist related purchases

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: A Mud Bog Special Event application was submitted to the planning department on 5/6/2021 to hold a Mud Bog Special Event at the Iron Horse Mud Bog site located at 8999 S US 19. The application states that the expected attendance will be greater than 1,000, which, requires a public hearing pursuant to Section 10-65 of the Code of Ordinances. The checklist included was last completed on Friday, 5/28/2021. Notice was advertised in the local paper on Friday, May 21st. Notice was also individually mailed to all parties within 660 feet of the event activities, based on the owners listed on the application.

Options:

1. Approve the application.
2. Deny the application.

Attachments:


1. Copy of application
2. Supporting documents
3. Checklist

MUD BOG CHECKLIST

EVENT NAME: IRON HORSE MUD RANCH

1.	APPLICANTS NAME	Y
2.	OWNERS NAME	Y
3.	PHYSICAL LOCATION	Y
4.	LEGAL DESCRIPTION	Y
5.	WAIVER FROM ADJOINING PROPERTY OWNERS *Sandra Laura Lee missing	N*
6.	DATE & HOURS OF EVENT	Y
7.	MAXIMUM ATTENDANCE *states cannot be determined	Y*
8.	SECURITY STATEMENT *private security	Y*
9.	AMBULANCE STATEMENT	Y
10.	MAP OF PROPERTY	Y
11.	PROPERTY WITHIN 660 FEET OF EVENT	Y
12.	LOCATION OF PARKING	Y
13.	LIST OF OWNERS WITHIN 660 FEET	Y
14.	ENTRY CONSENT STATEMENT	Y
15.	HOLD HARMLES STATEMENT	Y
16.	ADJOINING PROPERTY OWNER STATEMENT	Y
17.	WASTE HAULER STATEMENT	Y
18.	INSURANCE STATEMENT	Y
19.	SANITARY FACILITY PROVIDER STATEMENT	Y
20.	FIRE PROTECTION STATEMENT (signed by Fire Chief)	Y

COMPLETED BY:



William D. (Danny) Griner

DATE:

5-28-21

JAMIE ENGLISH District 1	JIM MOODY District 2	MICHAEL NEWMAN District 3	PAM FEAGLE District 4	THOMAS DEMPS District 5
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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
P. O. Box 620, Perry, FL 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

CONRAD C. BISHOP, JR. County Attorney
P.O. Box 167, Perry, FL 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

APPLICATION FOR SPECIAL EVENT PERMIT

FEE: \$250.00

PERMIT TYPE: MUD BOG

DATE: 5/6/2021

APPLICANT NAME: 3 Ponds, LLC DBA Iron Horse Mud Ranch

MAILING ADDRESS: 8999 US 19 South, Perry, FL 32348

PROPERTY OWNER: Big Ponds, LLC

PROPERTY ADDRESS: 8999 US 19 South, Perry, FL 32348

PHONE#: 319-283-4943

8744-200
PARCEL #: 8743-000

PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- | | |
|----------------------------|--------------------------|
| 1. <u>Big Ponds, LLC</u> | 2. <u>Andyland, LLC</u> |
| 3. <u>Sandra Laura Lee</u> | 4. <u>Jack Fernandez</u> |
| 5. <u>Martin Ellison</u> | 6. _____ |
| 7. _____ | 8. _____ |

EVENT DATE(S): START: October 14, 2021 END: October 17, 2021

HOURS OF OPERATION: START: 7:00 a.m. END: 7:00 p.m.

EXPECTED ATTENDANCE: 1000+ MAXIMUM ATTENDANCE: No way to determine

SECURITY PROVIDER: SHERIFFS OFFICE * PRIVATE SECURITY *
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: F.W. Murray & Son's Sanitation, LLC 850-672-0103

SOLID WASTE CONTRACTOR: Waste Pro 352-463-6200

LEG 0320.00 ACRES
- W1/2 OF SECTION
OR 665-908-912-926 -
SUBJ TO & TOGETHER
WITH ESMTS IN - OR
233-683 & 665-880 &
665-897 -

LEG 0200.00 ACRES
N 1/2 OF SE 1/4 & SW
1/4 OF SE 1/4 - & E1/2
OF NE 1/4 - OR 665-908-912
SUBJ TO & TOGETHER
WITH ESMTS -

To whom it may concern,

Due to the event space being moved in 700 feet from the below listed adjoining property owners, a waiver from them is no longer required.

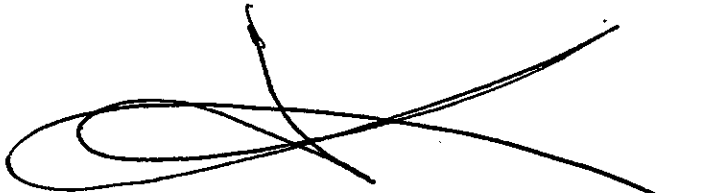
Gregory and Annette Tita

David Kirkpatrick

Felix Kozel

Athanasiosa and Eva Gionis

If you have any questions, please feel free to contact me.



KARL LARSOY
319 283 4943

PREPARED BY AND RETURN TO:
OSCAR M. HOWARD, III
ATTORNEY AT LAW, P.A.
P.O. DRAWER 22
PERRY, FL. 32348

Fernandez

Waiver

Good 10 years

Expires

2028

LICENSE AGREEMENT

THIS LICENSE made and entered into this 3rd day of October, 2018, by and between
BIG PONDS, LLC, a Florida Limited Liability Company (LICENSOR) and JACINTO J. FERNANDEZ
GRANDCHILDREN'S IRREVOCABLE TRUST (LICENSEE), collectively referred to as the "Parties".

IN CONSIDERATION of the mutual terms, conditions, promises and covenants hereinafter set
forth, the Parties agree as follows:

1. DESCRIPTION OF PREMISES:

LICENSOR hereby grants to LICENSEE the right to travel across property listed in Exhibit "A".
LICENSEE agrees to use only existing roads to access LICENSEE'S property.

2. TERM:

This License Agreement is effective on the date of proper execution by both Parties. This License Agreement will be recorded in the public records of Taylor County, Florida and will run with the property until, and shall expire, when an agreed-upon Ingress/Egress Easement for the benefit of the JACINTO J. FERNANDEZ GRANDCHILDREN'S IRREVOCABLE TRUST has been recorded in the public records of Taylor County, Florida. This License Agreement may be terminated as indicated TERMINATION section below.

3. COMPENSATION:

The Parties acknowledge that the LICENSOR has received good, valuable, and sufficient consideration from LICENSEE for the privileges granted herein.

4. NON-REVOCABLE WAIVER

~~LICENSEE agrees to execute a non-revocable Special Event Mud Bog Waiver for a period of 10 years.~~
~~LICENSEE also agrees to limit the guests and invitees during event weekends to relatives within the~~
~~2nd degree of consanguinity.~~

SPECIAL EVENT WAIVER

DATE: October 3, 2018

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

The Jacinto J. Fernandez Grandchildren's
Irrevocable Trust

By: Vincent Fernandez, Trustee
Print Name

[Signature]
Signature

ELLISON Family

SPECIAL EVENT WAIVER

DATE: 3/6/19

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Deanna Hartcock
Print Name

Deanna Hartcock
Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER

DATE: _____

I give my consent to have a Special Event (Mud Boggs) within 660 feet of my property.

Print Name

Signature

ATTENTION GARY WELLS

SPECIAL EVENT WAIVER
DATE: 3/9/2011
Event must be a mini of 450 feet. (Four hundred fifty feet) away from my property.
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.
Andrew KOTSAFTIS
Print Name
Andy Landy / C
Signature

SPECIAL EVENT WAIVER
DATE: _____
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER
DATE: _____
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

SPECIAL EVENT WAIVER
DATE: _____
I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

Print Name

Signature

606 9280093



GUARDIANS LLC

SECURITY SERVICES, TRAINING & INVESTIGATIONS
LICENSE NUMBERS B1400294 / DS150019 / A1600002

To: Taylor County Florida Board of County Commissioners

201 E Green St, Perry Florida

From: Tracy Dowdy Manager Guardians LLC

22065 109th Drive Obrien Fl 32071

Subject: Iron Horse Mud Ranch

Greetings Commissioner's, this letter is to inform you that Guardians LLC will be providing Security Services for Iron Horse Mud Ranch. Located at 8999 US 19 Perry Florida 32348 on March 4-7 2021 and on October 14-17 2021 in accordance with Taylor County Ordinances.

Thank You,

Tracy Dowdy

01/15/2021

Per argumentum VERITAS

22065 109th Drive Obrien, Florida 32071

386-266-3769

Event Services Agreement

This Event Services Agreement ("Agreement") is made and entered into as of and between ProTransport-1, LLC, a California limited liability company d/b/a PT-1 Holdings, LLC, PRN Ambulance, LLC, Century Ambulance Service, Inc. ATS Ambulance, LLC (collectively "AMBULANCE SERVICE") and Iron Horse Mud Ranch ("Event Sponsor") for medical transport, pre-transport and transport medical care for Iron Horse Mud Ranch ("Stand-by Event") to be provided at the locations and times listed below.

2 year
agreement
21-23

WHEREAS, Event Sponsor desires to have AMBULANCE SERVICE provide stand-by medical services at the following event(s) (hereinafter referred to as the "Event" or Stand-by Event").

Event Name: Iron Horse Mud Ranch
Location: 8999 US Highway 19 S
Perry, FL 32348
Date(s): 3/4/2021-3/7/2021, 10/14/2021-10/17/2021
2022 Dates TBD

WHEREAS, AMBULANCE SERVICE is licensed to provide ambulance and medical services, and is able and willing to provide stand-by emergency medical services for Event Sponsor at the events identified above under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

DUTIES OF AMBULANCE SERVICE

1. **Services.** AMBULANCE SERVICE shall furnish medical services and ambulance transportation and transport related medical care for the participants in the event, in accordance with applicable federal, state and local rules and regulations, and as agreed to by the parties. AMBULANCE SERVICE shall perform the work described herein and shall furnish all labor, equipment and materials required to perform the services contemplated under this Agreement.
2. **Scope.** This Agreement is applicable to the provision of ambulance coverage at the Event(s), as defined in this Agreement.
3. **Assigned Resources.** For event day services, the standard assignment of personnel for the event shall include:

a. One ALS Ambulance

Additional personnel, ambulances or equipment with their related costs may be assigned to an Event, and charged to the Event Sponsor, depending upon need and by mutual agreement of the parties.

DUTIES OF EVENT SPONSOR

4. **Designate Point of Contact Person.** Event Sponsor will designate a "Point of Contact Person" who will have a radio or other means to contact AMBULANCE SERVICE in the event of an emergency, or to request Performance Services.
5. **Duties of Point of Contact.** The Point of Contact will take all 911 calls and contact AMBULANCE SERVICE to dispatch AMBULANCE SERVICE crew to scene. It is the Point of Contact's responsibility to contact AMBULANCE SERVICE with all locations.
6. **Contact with 911 System.** It is the responsibility of the Event Sponsor to notify the local 911 dispatch system of the event and to give them the contact information of the event's 'Point of Contact.' It is the duty of the Event Sponsor to follow the procedures of the 911 system and to coordinate with them.

7. **EMS Medical Plan.** Event Sponsor will file the EMS Medical Plan or other county or city required documents, if applicable, for event and will send a copy of the approved plan to scheduling@centuryamb.com.
8. **Independent Contractor.** AMBULANCE SERVICE acknowledges that it is, and shall at all times be, an independent contractor with respect to meeting AMBULANCE SERVICE responsibilities under this Agreement. Nothing in this Agreement is intended nor shall be construed to create a partnership, employer-employee or joint venture relationship between the parties. Neither party shall have nor exercise any control or direction over the methods by which the other shall perform the services required under this Agreement.

COMPLIANCE AND LIABILITY

9. **Compliance.** The parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations applicable to each. The parties agree to cooperate with each other as necessary and appropriate to further the purpose and intent of this Agreement.
10. **Mutual Indemnification.** With respect to the Stand-by Event, the Parties agree to defend, indemnify, and hold one another, their directors, trustees, officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to, and to the extent such liability, loss, expense, attorney's fees, or claim for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying party.
11. **Definition of Liability of Parties.** AMBULANCE SERVICE will be liable for all damages ensuing from patient care delivered by its employees up to and including transportation of injured parties in its care. Event Sponsor is liable for any and all damages stemming from the organization of the event up to and including the coordination of patient care.
12. **Confidential Information.** During the term of this Agreement, both parties will have access to and become acquainted with confidential information of the other party, including that relating to plans, operational and business practices and procedures, business techniques/methods, strategic plans, operations and related matters. All such materials are the property of the disclosing party and all such materials shall be considered proprietary. Neither party shall disclose, without the other party's written consent, to any person or entity, directly or indirectly, either during the term of this Agreement or any time thereafter, any such data of the other party except in the course of furtherance of this Agreement.
13. **Dispute Resolution.** In the event a dispute arises between the parties arising out of, or related to, the validity, interpretation, enforcement or performance of this Agreement, the matter shall be submitted to binding arbitration in accordance with the Commercial Rules of Judicial Arbitration and Mediation Services, Inc. (JAMS). The decision of the arbitrator shall be binding and fully enforceable in any court having jurisdiction over the parties. The arbitrator shall not have the authority to award punitive or exemplary damages but shall have the authority to award attorneys' fees and costs to the prevailing party. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default, or otherwise.
14. **Entire Agreement.** This Agreement supersedes any and all other agreements, oral or written, between the parties and constitutes the entire agreement with respect to the subject matter hereof.
15. **Severability.** In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.
16. **Notices.** All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified, registered or other traceable mail, postage prepaid, or (c) national overnight delivery service to the address specified by such party set forth below.

If notice is given to AMBULANCE SERVICE, it shall be at the following address:

Matthew Johnson
General Manager
Century Ambulance Service, Inc
2110 Herschel St
Jacksonville, FL 32204

If notice is given to Event Sponsor it shall be at the following address:

Iron Horse Mud Ranch
Todd Larson
Kari Larson
karilarson24@gmail.com
8999 US Highway 19 S
Perry FL 32348

17. Notifications. Each party shall notify the other in writing within seventy-two (72) hours after the occurrence of any one or more of the following events if related to services provided under this Agreement:

- a. Either party is served with a legal complaint, or named as a defendant or otherwise becomes the subject of any suit, action or other legal proceeding arising out of provision of service under this Agreement;
- b. Either party ceases to be a corporation validly existing, in good standing and authorized to do business, or
- c. Any act or event occurring that has a material adverse effect on either party's ability to carry out the terms and conditions of this Agreement.

18. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement to the extent and for such periods of time as such delay or failure to perform results directly or indirectly from any act of God, action of any governmental authority, war, terrorism, riot, revolution, explosion, sabotage, nuclear incident, natural disaster, inclement weather, lightning, earthquake, fire, flood, storm, sinkhole, epidemic, pandemic, vandalism, strike or other work interruption or any similar or dissimilar cause beyond the reasonable control of either Party. Should such a Force Majeure event occur, both Parties shall make all reasonable and good faith efforts to perform their obligations in as timely a manner as possible under the circumstances.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21. Fees, Billing and Payment. The Stand-by Event provided under this Agreement will be billed for and be due one week prior to the events listed herein. For the convenience of the parties the amounts and due dates are listed in Attachment A. A finance charge of 1.5% per month (18% APR) may be assessed on outstanding balances..

The Event Sponsor is responsible only for the cost of stand-by medical services at the Event and do not have financial responsibility for the costs of medical transport, except as required by law or if the Event Sponsor elects to accept financial responsibility. AMBULANCE SERVICE shall bill patient, patient's insurance carrier, health plan, or State, federal, or local agencies in accordance with federal, state, and local laws and regulations for any transport or transport related medical services.

22. Compensation. AMBULANCE SERVICE will be compensated for the services at \$156.00 per hour per ALS unit. Compensation will be for the duration of the event.

23. Cancellation Policy. Less than twenty-four (24) hour notice of cancellation for a standby/event service will result in a "Cancellation Fee" equivalent to three (3) hours of "standby time."

24. Termination with Cause. In the event that either party defaults in the performance of any duties or obligations hereunder, and the default or breach has not been cured within thirty (30) calendar days of the

per ALS unit. Compensation will be for the duration of the event.

23. Cancellation Policy: Less than twenty-four (24) hour notice of cancellation for a standby/event service will result in a "Cancellation Fee" equivalent to three (3) hours of "standby time."

24. Termination with Cause. In the event that either party defaults in the performance of any duties or obligations hereunder, and the default or breach has not been cured within thirty (30) calendar days of the non-defaulting party's giving of written notice of default, specifying the nature of the alleged default or breach and the desired remedy, the non-defaulting party may give notice of termination and the Agreement shall be terminated.

25. Assignment, Rights and Obligations. The rights and obligations of each party under this Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign any of its rights and obligations under this Agreement without obtaining the prior written consent of the other party, which shall not be unreasonably withheld. In the event of any permitted assignment or subcontracting, the assignor or contractor shall remain fully liable hereunder as if such assignment or subcontract did not occur. Any merger, acquisition, consolidation, or the reorganization of either party and/or their respective affiliates shall not constitute an assignment of the Agreement.

26. Confidentiality of Agreement. Neither party shall disclose any of the terms of this Agreement to any third party, except as required by law, without the prior written consent of the other party.

27. Protected Health Information ("PHI"). Both parties agree to keep confidential all individually identifiable protected health information as prescribed under federal law and to not disclose such information to any third party, except where permitted or required by law.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the day and year written below through the signatures of their respective duly-authorized officers who attest to their right to bind their respective parties to this agreement.

Matthew Johnson/ Century Ambulance Service, Inc Kari Larson/ Iron Horse Mud Ranch

By: _____
Print Name: Matthew Johnson

By: 
Print Name: KARI LARSON

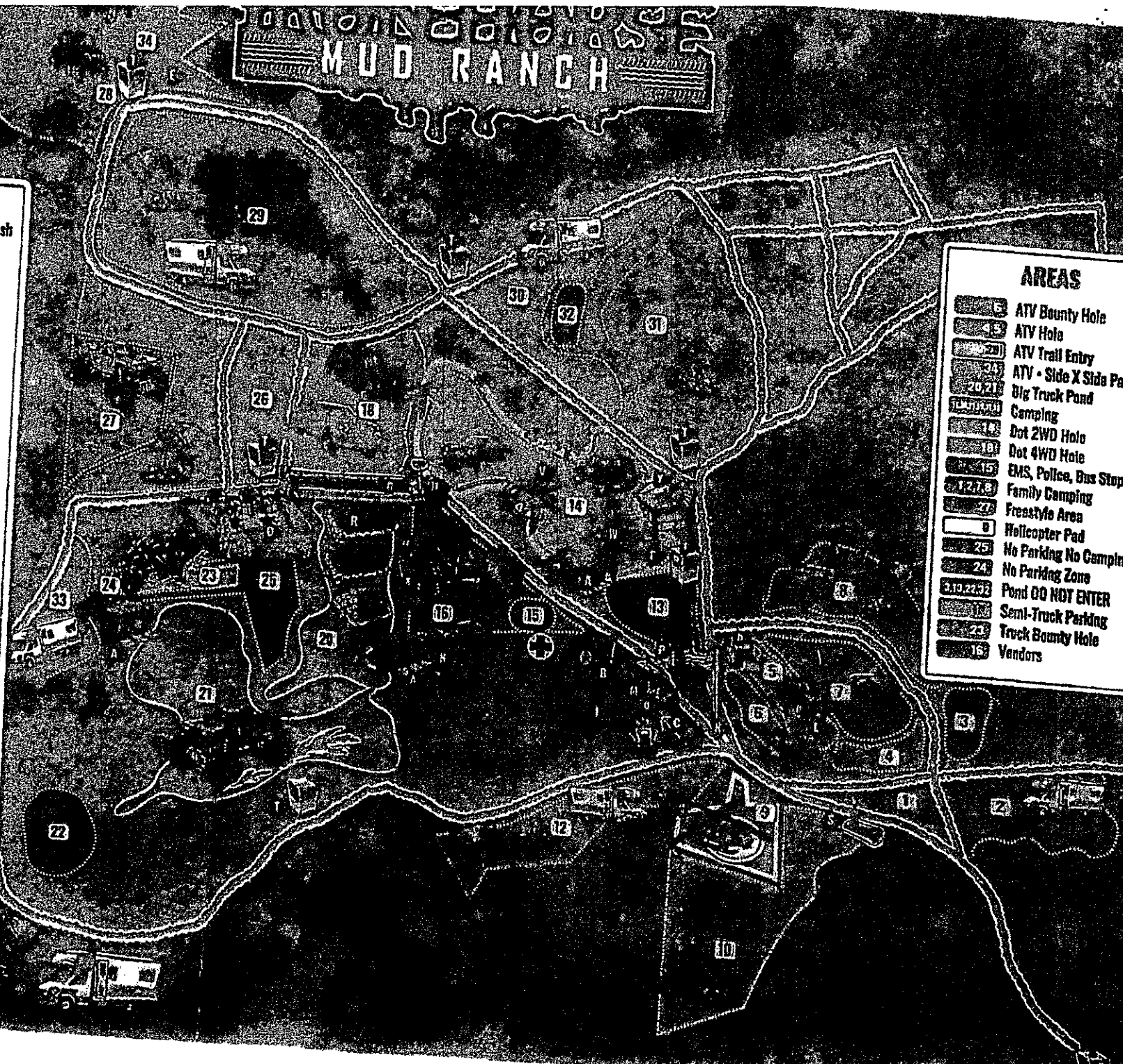
MUD RANCH

ATTRACTIONS

- 3x Shower Stations/truck Wash
- Air Water Station
- Iron Horse Merchandise
- Atv Wash Station
- Back ATV Area
- Beach
- Bridge
- Bus Stop
- Compound Area(OR Limits)
- Death Ball
- Flag Pole
- Front ATV Area
- Fuel Station
- Henry's Hideaway
- Horsepower Village
- Kids Village
- Media Center/atm
- Obstacle Course
- Rv Dump Station
- Security Booths
- Security Command Center
- Small Truck Pit
- Star
- Stage - Tug Pad
- TIM Hut

AREAS

- ATV Bounty Hole
- ATV Hole
- ATV Trail Entry
- ATV - Side X Side Pad
- Dig Truck Pond
- Camping
- Dot 2WD Hole
- Dot 4WD Hole
- EMS, Police, Bus Stop
- Family Camping
- Freestyle Area
- Helicopter Pad
- No Parking No Campin
- No Parking Zone
- Pond DO NOT ENTER
- Semi-Truck Parking
- Truck Bounty Hole
- Vendors



ENTRY CONSENT AGREEMENT

MUD BOG SPECIAL EVENT

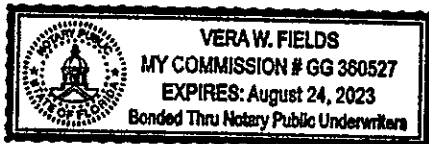
1. I hereby consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the board of county commissioners, county manager, county engineer, county forester or county fire chief or state fire marshal, sheriff, county health officer and any other county officer or state officer in the performance of his or her duties.

KARI CARSON
Print Name

[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARI CARSON, personally known to me () produced identification () 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 6th day of May, 2021.



Vera W. Fields

NOTARY PUBLIC

My Commission Expires:

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to indemnify, hold harmless and defend 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.
2. I hereby agree 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.

KARI LARSON
Print Name

[Signature]
Signature

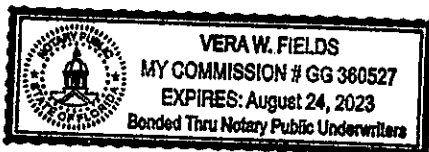
I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, KARI LARSON, personally known to me () produced identification () to be the individual described in and who executed the foregoing, and acknowledged before me that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

Witness my hand and official seal this 6th day of May, 2021.

Vera W. Fields

NOTARY PUBLIC

My Commission Expires:



ADJOINING PROPERTY OWNER AGREEMENT

MUD BOG SPECIAL EVENT

1. I hereby agree to 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

KARI LARSON
Print Name

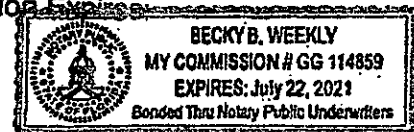
[Signature]
Signature

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Kari Larson, personally known to me (✓) produced identification () 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 11th day of May, 2018.

Becky B. Weekly
NOTARY PUBLIC

My Commission Expires



Service Agreement

☒ TEMPORARY
☐ PERMANENT

A. CUSTOMER SITE INFORMATION

Site Name: Iron Horse Mud Ranch	Effective Date: 1/13/2021	Account #:
Service Address: 8999 US Hwy S.	Service Area: Taylor county	Salesperson: Joel Thomson
City/State: Perry, FL	Zip Code: 32348	Contact Name: Harry Lee
Email: karlanson24@gmail.com	Telephone: 319-283-4943	Fac:
		Mobile:

B. BILLING INFORMATION

Billing Name: Todd's Specialized Rigging	P.O. Request: Y / N
Billing Address: 8999 US Hwy 19S	Billing Cycle:
City/State: Perry, FL	Zip Code: 32348
Contact Name: Karl Larson	Customer Payment:
Email: karlanson24@gmail.com	Telephone: 319-283-4943
	Fac:
	Mobile:

C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq	Compact Y/N	Locks	Wt/lbs	Gates	Rate	Schedule
4	ro	rawl	20 or 30	on call						<input type="checkbox"/> Month <input type="checkbox"/> Hour <input type="checkbox"/> Day
										<input type="checkbox"/> Month <input type="checkbox"/> Hour <input type="checkbox"/> Day

OLD SCHEDULE OF SERVICE

										<input type="checkbox"/> Month <input type="checkbox"/> Hour <input type="checkbox"/> Day
										<input type="checkbox"/> Month <input type="checkbox"/> Hour <input type="checkbox"/> Day

D. ADDITIONAL FEES

Locker:	Relocation: \$400.00
Extra Package:	
Roll Off container will have a per pull charge and a minimum of 1 ton disposal charge.	

"LOCATION STAMP HERE"

Other Instructions: \$285 delivery fee;
\$100 monthly rent
Special Service: \$250 per pull, \$70 per ton disposal
a 2 ton minimum

For two events:
Event number one: March 4-7
Event number two: October 14-17

THE UNDERSIGNED INDIVIDUAL, SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

Customer Signature: _____ Date: Jan. 13, 2021
 Print Name: _____
 Waste Pro Representative: _____
 Print Name: _____
 WPI Manager Initials: _____

TERMS & CONDITIONS ON THE REVERSE

Iron Horse Mud Ranch 2021.pdf

1 of 2

not return to the equipment on the scheduled collection day. Customer shall pay it up by Company an additional fee for any vehicle modification caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, substructure, cutting, resulting from Company's provision of service vehicles. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

LOADING RESTRICTIONS. Customer must adhere to recommended safety procedures when loading containers. This includes, but is not limited to weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Service will not be rendered until these requirements are met.

2. A. TERM (Permanent). The initial term ("Term") of this Agreement is sixty (60) months from the Effective Date set forth above ("Initial Term"). This Agreement shall auto-renew for an additional term of sixty (60) months hereinafter ("Renewed Term") unless either party gives to the other party written notice (See Section 11) of termination at least ninety (90) days prior to the termination of the then existing term.

3. SERVICES GUARANTEE. If the Company fails to perform the services described herein for business days or in excess of service times stated herein, the Customer shall receive a credit for the amount of the service times stated herein.

4. CHARGES, PAYMENTS, ADJUSTMENTS. Upon receipt of the invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, or as adjusted over the term of the contract or notice term. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. The Company may charge a fuel recovery fee/charge to the extent the significant equipment used by the Company in furthering its fleet of commercial motor vehicles. The fuel recovery fee/charge shall be based on the cost of fuel at the time of the equipment use. The amount of the fee shall be based on the changes in the cost of diesel fuel since the last time a monthly fuel recovery fee/charge was assessed. The Company may also charge an environmental recovery fee for which a portion of the cost the Company pays to comply with federal, state and local

7. LIQUIDATED DAMAGES. In the event Customer terminates the Agreement prior to the expiration of any term for any reason other than a default by Company, Customer shall pay the Company 10% of the current monthly rate multiplied by the amount of months remaining on the term, plus any attorney fees which the Company should incur to enforce this Agreement. In the event of a breach of this Agreement by Company, the Customer will be entitled to reasonable attorney fees plus any applicable attorney costs they may incur. Customer acknowledges that the actual damage to the Company in the event of a breach is difficult to fix or prove, and the foregoing liquidated damage amount is reasonable and commensurate with the anticipated loss to the Company resulting from such breach and is an agreed upon fee and is not intended as a penalty. Company shall not be liable under any circumstance for any special, incidental or consequential damages arising out of or in connection with performance of the Agreement. Customer shall pay liquidated damages of \$100.00 for every Customer waste ton that is found at the disposal facility.

8. INDEMNITY. The Company agrees to indemnify, defend and hold Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injury (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Pro provided that the Company's standard condition obligations will not apply to non-hazardous, non-flammable, non-toxic waste materials.

Customer agrees to indemnify, defend and hold the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injury (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by a negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of the Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to furnish any other service to the extent similar to those provided hereunder. Customer agrees to attempt to make any other service to the extent similar to those provided hereunder. Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it. Additionally, if Customer decides to reject, Company has the right of first refusal.

10. CLAIMS AND ARBITRATION. Customer and Company agree that upon the resolution of any dispute or controversy between the parties that in any way arises out of



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2021

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

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

PRODUCER	CONTACT NAME: Leslie Anderson	FAX (A/C, No):
Swann Insurance Agency Inc	PHONE (A/C, No, Ext): 850-584-5800	
105 1/2 N. Jefferson St	E-MAIL: swanninsurance@fairpoint.net	
Perry, FL 32347	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Kinsale Insurance Company	
	INSURER B: Kinsale Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR: (IND, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		0100099979-1	10/31/2020	10/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					
	AUTOMOBILE LIABILITY					
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB		0100130527-0	10/31/2020	10/31/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	EXCESS LIAB					
	DED	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$					

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

Event Dates: (March 4-7 2021) and (October 14-17 2021).

CERTIFICATE HOLDER	CANCELLATION
Taylor County Board of County Commissioners 201 E Green St Perry, FL 32347	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (A313647)

F.W. Murray & Son's Sanitation, LLC
P.O. Box 1328
Perry, Florida 32348

April 28, 2021

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates: October 14, 2021 - October 17, 2021 and March 3, 2022 – March 6, 2022.

If you have any questions, feel free to contact me directly.

Sincerely,
F.W. Murray
Owner



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522


Fax (850)838-3524

1/16/2021

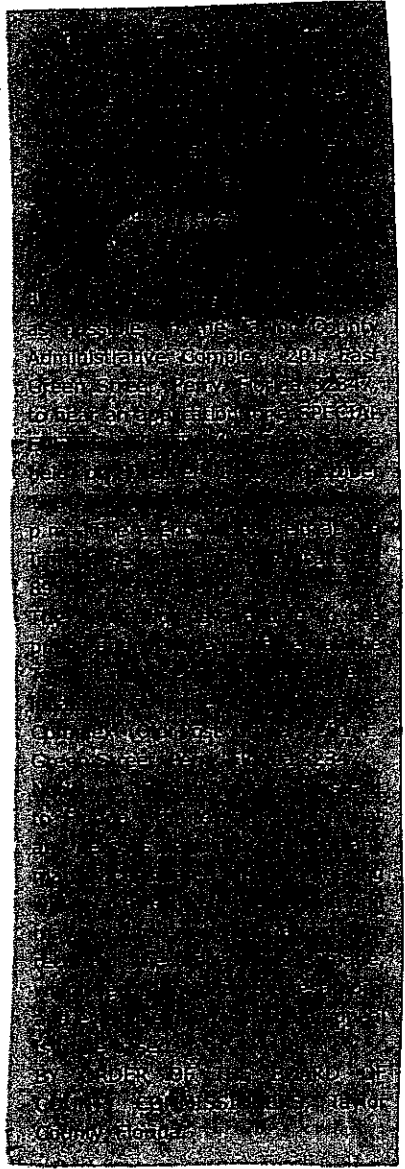
To whom it may concern,

Taylor County Fire Rescue will provide fire coverage for the Iron Horse Mud Bog events beginning March 4th 2021 and October 14th 2021. A dedicated fire watch consisting of two fire fighters and a fire apparatus shall be onsite at the beginning hour of 8:00 AM and conclude at 10:00 PM, conclusion time may be extended as dictated by events of the day.

At all times open to the public there will be Iron Horse staff on site with mobile Class ABC fire extinguishers. On the closing days fire coverage will be provided by the event staff utilizing an established emergency plan that will have event staff utilize the mobile fire extinguishers and call 911 dispatch should a fire occur. Standby fire crews and apparatus may be provided on the closing day as dictated by the events of the day.



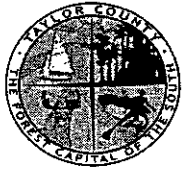
Dan Cassel
Fire Chief



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE BOARD TO CONSIDER APPROVAL REQUEST FOR
DISC GOLF COURSE AT THE TAYLOR COUNTY SPORTS
COMPLEX.**

MEETING DATE REQUESTED:

JUNE 7, 2021

Statement of Issue: TO PROVIDE COURSE FOR DISC GOLF.

Recommended Action: APPROVE

Fiscal Impact: APPROXIMATELY \$10,000

Budgeted Expense: NO

**Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR, ON
BEHALF OF COMMISSIONER JAMIE ENGLISH, DISTRICT 1**

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: COMMISSIONER ENGLISH PRESENTED TO THE BOARD
THE REQUEST TO PROVIDE FOR A DISC GOLF COURSE DURING THE MAY 25,
2021 BOARD WORKSHOP.**

**STAFF HAS RESEARCHED THE REQUEST AND SUPPORTS THE ADDITION OF THE
COURSE AT THE TAYLOR COUNTY SPORTS COMPLEX.**

**FUNDING IS AVAILABLE IN THE CURRENT BUDGET, AS FUNDING REQUESTED
AND APPROVED FOR THE CONSTRUCTION OF A NEW SOFTBALL FIELD WAS
INADEQUATE. COSTS ARE ESTIMATED AT \$10,000 FOR 18 TEE PADS, BASKETS,
BASKET SLEEVES AND SIGNAGE.**

Options: APPROVE/NOT APPROVE

**Attachments: MATERIALS PROVIDED BY TAYLOR COUNTY DISC GOLF
CLUB**

Taylor County Disc Golf Association

GENERAL:

The Taylor County Disc Golf Club is an association of disc golfers formed to represent their collective disc golf interests. The club represents members from the Bulldog course located in Taylor County in Perry, FL. The current club consists of: Orrin Agner, Kandace Agner, Sergio Villagomez, Jeret Foshee.

PURPOSE:

The Taylor County Disc Golf Association is invested in bringing the love of disc golf, partnered with the health and wellness benefits of the sport, along with the respect for the game and others to the Taylor County community. We believe the benefits of having this sport spread throughout the community could be impactful for hundreds of people of all ages. Our association has already donated thousands of dollars and many hours into the startup of this sport in Taylor county out at the Sports Complex on the course known as "The Bulldog." We have designed the course, paid for and set up baskets, held clinics, tournaments, and fundraisers. But our growth has hit barriers that we can't overcome on our own. We are asking the County to help fund our future endeavors.

PROBLEM:

- Facilities are sub-par
 - o Our course is in a worldwide database that any and all disc golfers use to find courses to play. We have had many visitors from around the state and country come and play "The Bulldog." Because we don't have some of the essentials needed, we get bad reviews which then drives away any future guests we have the opportunity to reach.
 - o Disc golf can be a recreational sport, but it is also a professional sport run by the Professional Disc Golf Association. Like ball golf, the way you get professionals and better players to play your course is through tournaments. The PDGA has certain guidelines and requirements to hold such tournaments and our course currently does not meet most of the requirements. The biggest barriers are the current baskets do not meet PDGA approval and each hole needs a cement tee pad.
 - o When someone unfamiliar with the course layout visits "the Bulldog" there are no signs to show them how the course flows. We have attempted to put numbers where the tee pads should be but because we have no cement tee pads and no signs to show people what basket they are throwing to and direction they should go it is confusing, which causes most people to give up and often not return.

SOLUTION:

We are asking for the County to fund the purchase of A-tier tournament rated baskets, basket sleeves, tee pads, and signage.

BENEFITS:

- Gives the community a sport that anyone and everyone can play.
- Gives kids an opportunity to fill their time with a productive activity.
- Gives opportunity to hold clinics. To teach and grow the sport. There have already been discussions with the school board about allowing the schools to participate in some.
- Gives opportunity to hold tournaments and events that would bring 20-100 players and their families into Taylor County 4-8 times a year.

Taylor County Disc Golf Association

- Gives our club the opportunity to expand and hold weekly events 6-9 months out of the year.
- Increases our course rating which will bring in travelers and visitors across the state and country. The more people that come and play with the improvements done the higher the rating and the more that draws other players. Over time it could draw thousands of visitors every year that would never come through Perry otherwise.
- Gives opportunity to hold fundraisers for a need in the community.
- Gives other organizations an opportunity to support and sponsor their community.
- Gives our community a great disc golf foundation to grow from because we believe the possibilities are limitless.

General

The Taylor County Disc Golf Club is an association of disc golfers formed to represent their collective disc golf interests. The club represents members from the Bulldog course located in Taylor County in Perry, FL.

Purpose

The Club's purpose is to:

Coordinate the members' efforts in matters of:

- *Course development, improvement, and maintenance,*
- *Program and event scheduling and development,*
- *Communication with members, recreational disc golfers, the community, the respective park departments and other clubs.*

Provide club members an organization:

- *To promote disc golf membership and participation locally and regionally,*
- *To voice their opinions and participate in a disc golf organization,*
- *To provide credibility with park departments, potential sponsors, and the PDGA,*
- *To expand disc golf in the area.*

Membership

Creed:

I admit that I am a disc-golf-a-holic. I confess that I am a Bulldog and have an uncontrollable desire to play disc golf. I will be fair, honest, and respect the course, the game, and my fellow disc golfers at all times. I will represent all that is good and fun about disc golf to the best of my abilities.

Membership Types:

Ace Membership

- *Full membership with full responsibilities and voting rights.*
- *Must pay dues and fulfill responsibilities.*
- *Must hold office and/or run a major event each year.*
- *Entitled to full benefits and attendance to board meetings.*

Birdie Membership

- *Full membership with voting rights and limited responsibilities.*
- *Must pay dues and fulfill minimal responsibilities.*
- *Entitled to full benefits and discounts.*

Sandbagger Membership

- *Partial membership with minimal responsibilities and no voting rights.*
- *Must pay dues and fulfill minimal responsibilities.*
- *Entitled to limited benefits and discounts.*

Group Memberships

Special memberships with or without voting status for special groups that want assistance, want input on course planning and/or affiliation with the Club. Dues shall be established based on benefit, participation, and responsibility arrangement.

Benefits:

- *One-year membership in the **Bulldog Club**.*
- *A membership club bag tag with a permanent member number.*
- *Discounts from selected club merchandise and participating businesses.*
- *Charter, Ace, and Birdie members get \$1 entry fees for official, non-sanctioned **Bulldog Club** events.*

Dues Schedule:

Ace	\$15 / year (If you run programs, you deserve a benefit)
Birdie	\$20 / year
Sandbagger	\$10 / year

Responsibilities:

Minimal: (All membership levels)

- *Maintain active club status and dues.*
- *Support the Club, its sponsors, and its members and friends.*
- *Assist with course maintenance and clean-up. (Min. of twice/year)*
- *Give assistance to new players and visitors.*
- *Abide by PDGA rules of courtesy, integrity, and responsibility.*

Limited: (Ace, and Birdie Memberships)

- *All Minimal responsibilities.*
- *Must vote on all official Club issues.*
- *Must vote for Board of Directors each year.*
- *Provide assistance on club projects and events. (min. of 3 / year)*

Full: (Ace Memberships)

- *All "Limited" responsibilities*

- *Entitled to attend Board meetings*
- *Must direct or co-direct an event or program (minimum of 1 / year)*
- *(Only the Board of Directors are allowed to vote at board meetings)*

Suspension of Membership:

A member may be suspended by the Director for any of the following:

- *Repeated unsportsmanlike conduct, such as: cursing, throwing objects in anger (other than discs), excessive displays of anger, overt rudeness, threats or willful physical harm to anyone present.*
- *Willful destruction or harming of park property, plant life, or wildlife.*
- *Cheating: A willful attempt to circumvent the rules.*
- *Activities that are in violation of the law, park regulations, or Club rules.*

The suspension shall continue until the next regularly scheduled club meeting. The suspended member may address the Club. A 2/3 quorum must be present at the meeting and a positive simple majority vote will be required for reinstatement. During a suspension, the suspended party loses all Club privileges and voting rights. There will be NO reimbursement of Club dues. A suspended member that is denied reinstatement may reapply the following year but is subject to the same voting approval requirement at that time.

Operational Procedures

Operating Protocol

The Club shall conduct meeting and business in a parliamentary manner with voting members electing a Board of Directors who then conduct club business based on the input from the club membership.

- *A quorum of 40% or 5 voting club members minimum must be present in order to conduct a vote. A quorum can also be met by the presence of 2/3 of the standing Club officers.*
- *A simple majority is required to pass or deny a resolution.*
- *A 2/3 club majority is required to pass or deny a Referendum, amend the Charter, or to reinstate a suspended member or officer.*

Club Meetings and Elections

- *Quarterly Meetings: The Club shall meet at the park (weather permitting) (Jan, Mar, June, & Oct)*
- *Annual Meetings: The Club shall meet in October for the annual meeting. The annual meeting shall consist of the election of officers, voting for Referendums or Charter changes, membership polls, and events scheduling and planning. (Elected officers shall take office at the first scheduled meeting of the following January.)*
- *Council Meetings: Supplementary quarterly meetings of the Club officials and Charter members to discuss long range goals, appointments, special projects, or emergency situations.*
- *Special Elections: Special Elections may be called requiring a 2/3 quorum at a monthly meeting to replace or add an officer during the year. The Chairman may appoint a temporary officer if needed.*

- *Absentee Voting: Members who are unable to attend a meeting may submit an absentee vote for matters of interest to them by submitting their opinion / vote to the Chairman in writing prior to the meeting. This does not replace the member's duty to attend meetings.*

Referendums

Some Club business may be too important to decide at a monthly meeting and may require a vote of the entire membership at the annual meeting or at a special meeting. These Referendums must be voted on by a 2/3 quorum and be approved by a 2/3 majority.

Administration

General

All official Club operations shall be overseen by a Club officer. It shall be the duty of all elected officers to do their best to serve the Club and to fulfill their responsibilities. Officers are required to attend Club and Board meetings. Only active members may be elected and hold office. An officer may be removed from office by a 2/3 vote by the Club. All Club officers shall be PDGA members. All terms shall be for one year periods.

Officers

CHAIRMAN OF THE BOARD

The Chairman shall preside over meetings and direct overall Club operations. The Chairman shall review applications and volunteer appointments. The Chairman shall be a PDGA member and official. The Chairman shall be Sergeant-at-Arms and administer all judgments related to Club rules. The Chairman may appoint temporary replacements for officials who cannot complete their terms. The Chairman is to be a standing Director elected by the Board of Directors.

VICE-CHAIRMAN OF THE BOARD

The Vice-Chairman shall assist the Chairman and shall be second in charge whenever the Chairman is not available. The Vice-Chairman shall be a PDGA member and official and is to be a standing Director elected by the Board of Directors.

DIRECTOR OF FINANCE

The Finance Director shall manage, account, and disperse all common Club funds. This officer shall provide financial status reports at each monthly meeting and at the annual meeting.

DIRECTOR OF MEMBERSHIP/COMMUNICATION

The Membership Director shall oversee all aspects of membership including but not limited to: collection of dues, maintaining a club database, correspondence with members, and regular projects to help grow the Club. This officer shall oversee and maintain the Club email address. The Club shall pay for all service charges.

DIRECTOR OF PROMOTIONS

The Promotions Director shall be responsible for Club public relations. This includes notifying media of special events and contacts with the respective Parks departments. This officer shall coordinate fund raising efforts with Event Directors for specific events and shall accept applications and appoint leaders and staff for special clinics and promotions.

DIRECTOR OF PROGRAMMING

The Program Director shall oversee all Club disc golf events. This officer shall coordinate scheduling (within the club and with other clubs), organization and leadership of club events including but not limited to: all sanctioned and non-sanctioned tournaments, leagues, weekly doubles, all fund raisers, and all special events. The Programming Director shall accept applications and appoint Event Directors and help recruit volunteers.

DIRECTOR OF FACILITIES

The Facilities Director shall be responsible for course maintenance, course improvements and course development. This officer shall conduct monthly clean-up and maintenance projects covering all courses as well as coordinating work with the respective parks departments. All course modifications must be approved by a referendum vote by the membership.

APPOINTMENTS AND COMMITTEES

All Directors are encouraged to create committees, receive applications and make appointments for special assignments for their respective positions. It is not the intent that the Director does all the work but that the work gets done. This also helps to develop future club leaders and officers. Appointments shall be reviewed by the Chairman of the Board as a check and balance.

All appointments and committees shall be selected from volunteers and members may not be drafted for the position. All appointees and committee members must be members in good standing with the Club.

A person may be elected to more than one directorship. If one of the directorships goes unfilled, the duties of that position are to be divided among the other standing directors.

Each member of the Board and each Charter member will have one vote per person during Board meeting. The Chairman may cast the additional deciding vote in the event of a tie.



Target Quote

PREPARED FOR
Sergio Gomez

PREPARED DATE
1/31/2020
EXP. DATE
1/31/2021

DISCatcher Pro 28 (Stock Color)	18	\$325	\$5,850
Additional Installation Sleeves	18	\$25	\$450
Innova Basic Tee Sign	18	\$50	\$900
DISCatcher Flag Set	18	\$25	\$450
Freight			\$306.00
Sales Tax subject to local taxes			
			Total: \$7,956.00

*freight rates are subject to change due to market fluctuations and fuel prices

Please feel free to give me a call toll free at 800-476-3968 if you have any questions.

Take care,
David Shope
Innova Disc Golf
800-476-3968

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO CONSIDER APPROVAL OF LAP SUPPLEMENTAL AGREEMENT NO. 1 TO CONSTRUCT A SIDEWALK ALONG OLD DIXIE HIGHWAY AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION.

MEETING DATE REQUESTED:

June 7, 2021

Statement of Issue: Board to consider approval of a Local Agency Program Supplemental Agreement No. 1 with the Florida Department of Transportation (FDOT) to provide additional funding to construct a sidewalk along Old Dixie Highway.

Recommended Action: Approve Local Agency Program Supplemental Agreement No. 1 with FDOT to construct a sidewalk along Old Dixie Highway from Plantation Road to Jefferson Street and adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2020/22 - \$422,798.00 Original Construction Funding
FISCAL YR 2020/22 - \$44,276.00 Supplemental Funding

Budgeted Expense: N/A

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board requested and received bids for the FDOT Old Dixie Highway Sidewalk Local Agency Program Project from Southside Park on Plantation Road to Jefferson Street on March 12, 2021. These bids were opened on March 16, 2021, and reviewed by the County Staff, the Consulting Design Engineer (NFPS and Element Engineering) and FDOT District 2 LAP program Staff. Of the three bids received, Curt's Construction, Inc.'s in the amount of \$467,073.66 was determined to be the lowest cost responsive proposal.

The Bid Committee presented its bid review along with the draft contract (included in the approved RFP solicitation package) to FDOT for concurrence and direction with award of this Local Agency Program project. FDOT received that review and forwarded its May 11, 2021 concurrence of award for the Board's consideration. Acceptance of that award was made with the BOCC's decision at its May 18, 2021 meeting.

Although award was confirmed, the budget shortfall remained unresolved until receipt of the proposed FDOT Supplemental Funding Agreement on May 26, 2021. FDOT is proposing to commit an additional \$44,276.00 of funding to meet the difference between the money currently encumbered and the lowest responsive bid (Curt's Construction's). Staff recommends that the Board accept the Local Agency Program Supplemental Agreement with FDOT to allow for construction of the Old Dixie Highway Sidewalk. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission. Once approved in its entirety, Staff will move forward with Curt's Construction's contract execution as initiate the project as soon as practical.

Options:

- 1) Accept and approve the Local Agency Program 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:

Local Agency Program Supplemental Agreement No. 1
Authorizing Signature Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
08/19

Page 1 of 3

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D219 135 B

CONTRACT NO.

G1T75

FEDERAL AWARD DATE

01/06/2021

FPN

435683-2-58-01 & 435683-2-68-02

RECIPIENT DUNS NO.

065887796

Recipient, Taylor County, desires to supplement the original Agreement entered into and executed on January 6, 2021 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Old Dixie Highway Length 1.450

Termini FROM SOUTHSIDE PRK TO SR55(JEFFERSON ST)

Description of Work:

Project is to add a sidewalk on Old Dixie Hwy from Southside Park to SR55(Jefferson St)

Reason for Supplement and supporting engineering and/or cost analysis:

The Recipient received only one responsive bid. Additional funding in the amount of Forty-Four Thousand Two Hundred and Seventy-Six dollars and Zero cents (\$44,276.00) is necessary to meet the difference between the money encumbered and the lowest responsive bid.

LOCAL AGENCY PROGRAM

SUPPLEMENTAL AGREEMENT

ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:

Taylor County
201 East Green Street
Perry, FL 32347-2737

FINANCIAL PROJECT NUMBER:

435683-2-58-01 & 435683-2-
68-02

Page 2 of 3

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction						
FY: 2021 (TALL)	\$124,679.00					\$124,679.00
FY: 2021 (SL)	\$298,119.00	\$44,276.00				\$342,395.00
FY: (Insert Program Name)						
Total Construction Cost	\$422,798.00	\$44,276.00	\$ 0.00	\$ 0.00	\$ 0.00	\$467,074.00
Construction Engineering and Inspection (CEI)						
FY: 2021 (TALL)	\$6,500.00					\$6,500.00
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	\$6,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$6,500.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$429,298.00	\$44,276.00	\$ 0.00	\$ 0.00	\$ 0.00	\$473,574.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cassandra Lamey

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
08/19

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name:

Title:

Date: _____

Legal Review:

RESOLUTION NO. _____

Old Dixie Highway Sidewalk 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 Local Agency Program Supplemental Agreement No. 1 to construct a sidewalk along Old Dixie Highway from Plantation Road to Jefferson Street in Taylor County, and

WHEREAS, the Local Agency Program Agreement will have no financial obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Local Agency Program 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 Old Dixie Highway Sidewalk Local Agency Program Supplemental Agreement No. 1.


PASSED in regular session this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
 SUBJECT/TITLE:	COMMISSIONERS TO CONSIDER FUNDING FOR THE PROPOSED WIDENING/RESURFACING OF GAS PLANT ROAD UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM.
MEETING DATE REQUESTED:	June 7, 2021

Statement of Issue: A Request For Proposals for the improvement of Gas Plant Road from McDaniel Road to Pisgah Road under the Florida Department of Transportation's Small County Outreach Program (SCOP) was recently advertised. Received Bids were beyond the current available funding.

Recommended Action: The Board should consider approving the proposed funding commitment and designate the respective funding source. Additionally, Staff should notify FDOT of the Board's commitment along with a request for their support of the remaining shortfall.

Fiscal Impact: FISCAL YR 2020/22 - \$529,604 SCOP Funding remaining

Budgeted Expense: YES (Partial)

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of Gas Plant Road from McDaniel Road at its West end to Pisgah Road at its North end under the FDOT's Small County Outreach Program were prepared and recently advertised. The approximate 1.02 mile project will widen and resurface the roadway from 18 ft to 22 ft wide and also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work. On May, 3, 2021, two bids were received by the Board. The lowest responsive bid, Anderson Columbia \$874,906.18, not only exceeds the remaining unencumbered funding for the project but is also beyond the original \$700,000 funding. Additionally, assuming the project will progress to construction, there will be an expected Construction Engineering and Inspection expense to include that would expectedly reach as much as \$120,000 for the intended 110 day construction timeline.

Gas Plant Road, a previous State Road, was originally placed on the funding priority list in May, 2012. It remained on that list for a couple of years before a funding agreement was received in 2018. It is one of the last projects whose funding allocation was typically a multiplier times the length of roadway as opposed to the current method of an applicant detailed cost estimate. In this situation, that funding is not surprisingly short of what's required for completion. Nonetheless, once the bids were received and known, Staff forwarded those to FDOT along with a request for additional funding based on what remained after funds for the initial design work has been expended or remained encumbered. That request also included and an acknowledgement of upcoming CEI expenses. FDOT responded on May 25, 2021, asking the Board to consider its

option to self solve the funding shortfall before they would commit to processing a possible supplemental funding agreement.

Staff recommends the Board supporting this project's funding shortfall to some degree whether from the Secondary Road Paving Common Account, District 1 funds, some combination of funding from any of the other District Paving Accounts, or any potential other applicable sources. It is thought that FDOT's request is not only an indication of their current similar funding limitations, but also the anticipation for the Board to demonstrate its support of the project through self-funding some portion of the shortfall. Therefore, Staff recommends that the Board consider committing \$100k. This amount will cover most if not all of the expected CEI expense. In the event FDOT is able to support the remaining unfunded amount, \$ 365,139, FDOT will have fully funded the project's design and construction costs. Once decided, Staff will forward the Board's decision to FDOT for their consideration.

Options:

- 1) Approve the proposed funding commitment and designate the respective funding source. Additionally, notify FDOT along with a request for their support of the remaining shortfall.
- 2) Reject the proposed funding commitment and request FDOT to fund the shortfall in its entirety.
- 3) Reject the funding commitment, state reasons for that position and notify FDOT that the project will be discontinued.

Attachments:

FDOT funding discussion

Kenneth Dudley

From: Lamey, Cassandra <Cassandra.Lamey@dot.state.fl.us>
Sent: Tuesday, May 25, 2021 2:12 PM
To: Kenneth Dudley
Cc: Evans, Kimberly
Subject: RE: Gas Plant Road FINAL Plans - Taylor County

A decision from the Board is needed to document the County's effort to self solve the funding shortfall. Upon receiving this information, a supplemental agreement for FDOT's additional funding will be processed.

Thanks!

Cassandra Lamey

District 2 LAP Coördinator
Florida Department of Transportation
386.961.7391 / 882-7391
cassandra.lamey@dot.state.fl.us

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Tuesday, May 25, 2021 1:51 PM
To: Lamey, Cassandra <Cassandra.Lamey@dot.state.fl.us>
Cc: Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>
Subject: RE: Gas Plant Road FINAL Plans - Taylor County

I guess I was kind of hoping to take a supplemental funding agreement to my board and to ask my Board for commitment for whatever balance we were unable to receive from FDOT?

From: Lamey, Cassandra <Cassandra.Lamey@dot.state.fl.us>
Sent: Tuesday, May 25, 2021 12:52 PM
To: Kenneth Dudley <county.engineer@taylorcountygov.com>
Cc: Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>
Subject: RE: Gas Plant Road FINAL Plans - Taylor County

Hi Kenneth.

Let me know when the local contribution is obtained. Once this is received, I will submit a request to have all additional funding programmed.

Thanks!

Cassandra Lamey

District 2 LAP Coordinator
Florida Department of Transportation
386.961.7391 / 882-7391
cassandra.lamey@dot.state.fl.us

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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) 584-3113
FAX (850) 584-2433

June 2, 2021

VIA E-MAIL AND REGULAR MAIL

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

Re: Resolution on Leroy Tedder

Dear LaWanda:

Please find enclosed a draft Resolution on Mr. Leroy Tedder.

I'm sure it needs to be added to but this is a start.

Please get back with me.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Gary Knowles

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
NAMING COUNTY ROAD 14 IN HONOR OF TAYLOR COUNTY
CITIZEN LEROY TEDDER FOR HIS SERVICE TO HIS
COUNTRY AND HIS SERVICE TO THE STATE OF FLORIDA**

WHEREAS, Leroy Tedder of Taylor County, Florida served his country so bravely in World War II in storming the beaches at Normandy, France on June 6, 1944, as a member of the United States Army, and

WHEREAS, Mr. Tedder after the war, came home to Taylor County and worked for FWC for many years and further was in the cattle business in Taylor County, and

WHEREAS, the Board of County Commissioners of Taylor County wish to honor Leroy Tedder as a great American.

NOW, THEREFORE, BE IT RESOLVED that County Road 14 shall now be known as Leroy Tedder Road.

PASSED AND ADOPTED in regular session this ____ day of


_____, 2021.

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

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission/Agenda Item	
SUBJECT/TITLE: 	Fire Station 2 Construction – Bid Package
Meeting Date:	6/7/2021

Statement of Issue: Board to receive the design build package for construction of Fire Station 2

Recommendation: Board to consider approval of the bid package and begin advertising for sealed bids.

Fiscal Impact: \$ _____ **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Dan Cassel

Contact: _____

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Fire Station 2 construction is a State-Funded project to replace the current station located on McKinly Maddox rd. The design build package was prepared by Dan Cassel and Kenneth Dudley

Options: 1. _____
2. _____

Attachments: 1. Design build package
2. _____

REQUEST FOR PROPOSALS

Taylor County Fire – Station 2 Design-Build Improvement Project Taylor County, Florida 2020-003-ENG

May 2021

Prepared for:

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

Prepared by:

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

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- Instructions to Respondents**
- Proposal Forms**
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- Standard General Conditions**
- Supplementary Conditions**

ATTACHMENT A – DESIGN CRITERIA PACKAGE

PART 1 – PROPOSAL REQUIREMENTS



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 8 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-8113 Phone
(850) 584-2433 Fax

REQUEST FOR PROPOSALS FINAL DESIGN AND CONSTRUCTION (DESIGN-BUILD) FOR TAYLOR COUNTY FIRE – STATION 2 FACILITY

The Taylor County Board of County Commissioners is soliciting sealed proposals from Design/Builder Firms for the Taylor County Fire – Station 2, a Design-Build Improvement Project.

Qualified Firms desiring to provide the required Design-Build products or services must submit five (5) packages in a sealed envelope or similar package marked "Sealed Proposal for Taylor County Fire – Station 2" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than 4:00 P.M., local time, on July 16, 2021. All Proposals **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at 9:xx A.M. local time, or as soon thereafter as practical, on July 20, 2021, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained on-line at the following website address: www.taylorcountygov.com/government/county_bids/index.php. A Pre-Proposal Conference will be held at 10:00 a.m. on Wednesday, June 30, 2021, 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 solicitation 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. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County Ordinance No. 2003-12. **No faxed Proposals will be accepted.**

For additional Information, contact:
Taylor County Engineering Department
850.838.3500

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

INSTRUCTIONS TO RESPONDENTS

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ARTICLE 1 - DEFINED TERMS

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

- A. *Owner* -- Taylor County Board of County Commissioners, Taylor County, Florida.
- B. *Issuing Office*--The office from which the Solicitation Documents are to be issued and where the RFP 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*. Request for Proposal procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- C. *Respondent*-- One who submits a Proposal directly to Owner as distinct from a sub-bidder, who submits a bid to Respondent. For purposes of this solicitation, Respondent shall be a *Design/Builder Firm*.
- D. *Successful Respondent*--The lowest, responsible and responsive Proposal in the best interest of the Owner to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- E. *Professional services* - Those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state,

or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

F. *Firm* - Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

G. *Design/Builder Firm* - A partnership, corporation, or other legal entity that:

a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor as the qualifying agent;

b. Is certified under Section 471.023, F.S. to practice or to offer to practice engineering; certified under Section 481.219, F.S., to practice or to offer to practice architecture; or certified under Section 481.319 F.S., to practice or to offer to practice landscape architecture.

H. *Design/Builder Contract* - A single contract with a Design/Builder Firm for the design and construction of a public construction project.

I. *Design Criteria Package* - Concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit Design/Builder Firms to prepare a bid or a response to an agency's Request for Proposal, or to permit an agency to enter into a negotiated Design/Builder contract. The Design Criteria Package must specify performance-based criteria for the public construction project to include when applicable, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

J. *Design Criteria Professional* - A Firm who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered professional engineer under Chapter 471, F.S., to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

ARTICLE 2 – PROJECT SUMMARY

2.01 Owner is requesting Statements of Qualifications and Proposals from experienced Design/Builder Firms for the delivery and furnishing of all necessary programming, materials, labor, equipment and professional services for the design, permitting and construction of the Taylor County Fire – Station 2 Facility in Perry, FL.

2.02 The Design Criteria Package (Attachment A) sets forth the requirements for this project.

2.03 The intent of this solicitation is to select a Design/Builder Firm to design and construct the Taylor County Fire – Station 2 Facility using the processes prescribed by §287.055, *Florida Statutes* (Competitive Consultants Negotiation Act).

2.04 The successful Design/Builder Firm shall consist of Florida-licensed General Contractors, Architects, and Engineers, all with experience in design and construction of multi-use facilities of similar size and scope to that defined in the attached Design Criteria Package and success in completing related projects that were governed by a Guaranteed Maximum Price (GMP). The successful Design/Builder Firm shall also possess the necessary LEED (Leadership in Energy and Environmental Design) credentials to incorporate LEED methodologies but not secure certification.

2.05 Owner will use a Design-Build process for the delivery of design and construction services for this project. A Design Criteria Professional (DCP), was not used to assemble and prepare the attached Design Criteria Package

for this project. As a matter of law, a DCP used to prepare a Design/Build package is precluded from being a participant in the Design-Build phase of that project. That prohibition also extends to all architectural, engineering, environmental, geotechnical, survey or other subconsultants of the DCP, which were used in the preparation of the subject Design Criteria Package.

2.06 Owner intends to select one (1) highly qualified Design/Builder Firm for design and construction of this project.

ARTICLE 3 - COPIES OF SOLICITATION DOCUMENTS

3.01 Complete sets of the Solicitation Documents in the number and for the deposit sum, if any, stated in the Advertisement or Solicitation may be obtained from the Issuing Office.

3.02 Complete sets of Solicitation Documents shall be used in preparing Proposals; neither Owner nor Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

3.03 Owner or Issuing Office, in making copies of Solicitation Documents available on the above terms, do so only for the purpose of obtaining Proposals for the Work and do not confer a license or grant for any other use.

ARTICLE 4 - COMMUNICATION DURING SOLICITATION/LOBBYING PROHIBITION

4.01 Communicating with or lobbying of evaluation committee members, County government employees, or elected officials (including County Commissioners) regarding Requests for Proposals, Requests for Qualifications, Bids, or Contracts by the Respondents or any member of the Respondent's staff, an agent of the Respondent, or any person employed by any legal entity affiliated with or representing an organization that is responding to the Requests for Proposal, Requests for Qualification, Bid or Contract outside a publicly noticed meeting specifically called to address this particular Solicitation is strictly prohibited. Nothing herein shall prohibit a prospective Respondent from contacting the County Engineer to address concerns or grievances, or receive clarification about a particular procurement.

4.02 For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any Requests for Proposals, Requests for Statements of Qualifications, Invitations for Bids, related processes or Contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any Proposal, Statement of Qualification, Bid, Contract or any other response to be rejected.

ARTICLE 5 - SITE AND OTHER AREAS

5.01 The Site is identified in the Solicitation 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 Solicitation 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 Successful Respondent.

ARTICLE 6 - EXAMINATION OF SOLICITATION DOCUMENTS, OTHER RELATED DATA, AND SITE

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

6.02 It is the responsibility of each Respondent before submitting a Proposal to:

6.02.1 examine and carefully study the Solicitation Documents, the other related data identified in the Request For Proposals Documents, and any Addenda;

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

6.02.3 become familiar with and satisfy Respondent as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility;

6.02.4 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, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions;

6.02.5 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 a Respondent, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Solicitation Documents, and safety precautions and programs incident thereto;

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

6.02.7 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 Solicitation Documents;

6.02.8 correlate the information known to Respondent, information and observations obtained from visits to the Site, reports and drawings identified in the Solicitation Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Solicitation Documents;

6.02.9 promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the Solicitation Documents and confirm that the written resolution thereof by Engineer/Architect is acceptable to Respondent; and

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

6.03 The submission of a Proposal will constitute an incontrovertible representation by Respondent that Respondent has complied with every requirement of this Article 6, that without exception the Proposal is premised upon performing and furnishing the Work required by the Solicitation Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Solicitation Documents, that Respondent has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Respondent has discovered in the Solicitation Documents and the written resolutions thereof by Engineer are acceptable to Respondent, and that the Solicitation Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 7 - QUALIFICATIONS OF RESPONDENTS

7.01 To demonstrate Respondent's qualifications to perform the Work, Respondents shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

7.01.1 Valid Business/Contractor Licensing/Registration Information

7.01.2 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.

7.01.3 Certification that Respondent is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida and that Respondent is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida.

7.01.4 By responding to this request, Respondent certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Owner is financially interested, directly or indirectly, in the offer of services specified in this request.

7.01.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the County, or for termination of a contract with the County. The County may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of a Respondent to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

ARTICLE 8 - PREPARATION OF PROPOSAL

8.01 The Proposal Form is included with the Solicitation Documents. Additional copies may be obtained from the Issuing Office.

8.02 Owner accepts no responsibility for any expense incurred by a Respondent in the preparation and/or presentation of a response. Such expenses shall be borne exclusively by the Respondent.

8.03 All blanks on the Proposal Form shall be completed by printing in ink or by typewriter and the Proposal signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Proposal Form. A Proposal 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.

8.04 The person(s) signing a Proposal must certify under oath that the information contained in the response is true and accurate. Each Respondent understands, by submitting a response that Owner will rely in part on such certification in selecting the short-listed Firms/Teams. Failure to submit required documentation with the Proposal or within 24 hours of a request made by Owner may be the basis for rejection of the response. Such documents must be effective as of the date of the response. When applicable, short-listed Design/Builder Firms/Teams will be required to show evidence of having filed with the State of Florida for registration of their Design/Builder Firm/Team within 15 days of announcement of the short list.

8.05 A Proposal 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. Corporations must include a duly executed certificate of status from the Florida Department of State.

8.06 A Proposal 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.

8.07 A Proposal 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. A Limited Liability Company must include a duly executed certificate of status from the Florida Department of State.

8.08 A Proposal by an individual shall show the Respondent's name and official address.

8.09 A Proposal by a joint venture shall be executed by each joint venturer in the manner indicated on the Proposal Form. Any existing written underlying joint venture agreements must be included as part of the response. A cover letter may satisfy the signature requirements. The official address of the joint venture shall be shown below the signature.

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

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

8.12 The address and telephone number for communications regarding the Proposal shall be shown.

8.13 The Proposal shall contain evidence of Respondent'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. Respondent's state contractor license number, if any, shall also be shown on the Proposal Form.

8.14 Principal or key personnel identified in the response may not be substituted without prior written approval of Owner. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld by Owner.

8.15 Respondents shall be considered to be acting as independent contractors and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Respondents represent that they have, or will secure at their own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of, or have any individual contractual relationship with Owner.

ARTICLE 9 - PRE-PROPOSAL CONFERENCE

9.01 A pre-Proposal conference will be held at 10:00 a.m. local time on Wednesday, June 30, 2021, at the Administrative Complex, 201 East Green Street, Perry, Florida 32347. Representatives of Owner will be present to discuss the Project. Respondents are encouraged to attend the conference. Owner will transmit to all prospective Respondents of record such Addenda as Owner considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Solicitation Opening Date. Oral statements may not be relied upon and will not be binding or legally effective. Any modifications shall be made in writing.

ARTICLE 10 - PROPOSAL SECURITY

10.01 Proposal security will be required for this project from short-listed Design/Builder Firms.

10.02 When required, A Proposal must be accompanied by Proposal security made payable to Owner in an amount of Five percent (5%) of Respondent's maximum Proposal 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.

10.03 The Proposal security of the Successful Respondent will be retained until such Respondent has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Proposal security will be returned. If the Successful Respondent 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 Proposal security of that Respondent will be forfeited. The Proposal security of other Respondents 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 Solicitation opening, whereupon Proposal security furnished by such Respondents will be returned.

10.04 Proposal security of other Respondents whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Solicitation opening.

ARTICLE 11 - CONTRACT TIMES

11.01 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.

11.02 Substantial Completion is expected no later than 200 days from the date contract time commences. Final Completion shall be no later than 10 days after the required date of Substantial Completion for a total of 210 days (calendar). A separate proposed term for project design will be considered as part of evaluating proposals submitted from the short-listed firms.

ARTICLE 12 - LIQUIDATED DAMAGES

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

ARTICLE 13 - INTERPRETATIONS AND ADDENDA

13.01 All questions about the meaning or intent of the Solicitation Documents are to be submitted to the Project Manager or Owner Representative in writing. Interpretations or clarifications considered necessary by Owner or Engineer/Architect in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Solicitation Documents. Questions received less than ten (10) days prior to the date for

opening of Proposals may not be answered. Only questions answered by Addenda will be binding. All such addenda shall become part of the solicitation and resulting contract documents. Oral and other interpretations or clarifications will be without legal effect.

13.02 Addenda may be issued to clarify, correct, or change the Solicitation Documents as deemed advisable by Owner or Engineer/Architect.

13.03 Respondents must acknowledge receipt of all amendments (addenda) to this solicitation in their response. The acknowledgement should be included within the Design/Builder Proposal received by Owner no later than the date and time prescribed and at the place indicated in the Solicitation Documents.

ARTICLE 14 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 15 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

15.01 Respondents shall identify Subcontractors, Suppliers, individuals, or entities proposed for any portion(s) of the Work. 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/Architect, 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 Respondent to submit a substitute, without an increase in the Proposal.

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

15.03 Respondents shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Respondent has reasonable objection.

15.04 Respondents shall not award work to Subcontractor(s) in excess of 50% of the Contract Price, without prior written approval of the Owner.

15.05 Respondents shall provide proof of current Subcontractor licensure in the related trade category for the work they are proposed to perform. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Respondent 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 16 - BASIS OF PROPOSAL; COMPARISON OF PROPOSALS

16.01 To minimize the Respondent's costs associated with preparing and submitting responses, this Solicitation

involves two (2) distinct steps. Proposals will be received and reviewed in the following manner:

16.01.1 Qualifications. This step will involve the submission and evaluation of qualification information. The focus of this request is to solicit information to identify the best qualified firms for the subject scope of work. Owner intends to select (short-list) the best qualified firms for the subject scope of work, based on the qualification information provided in response to this Solicitation. Owner reserves the right to short-list firms based on the information provided in the initial responses without requiring presentations.

16.01.2 Proposals. This step will involve the submission and evaluation of comprehensive priced proposals by selected (short-listed) qualified firms. In this step, Owner intends to solicit priced project proposals from only the selected (short-listed) firms from the first step. The priced proposals will identify a firm project schedule, Guaranteed Maximum Price (GMP) for all design and construction work, concept renderings, and other project-specific details. If in the event this results in only one firm, then the process will continue as prescribed.

16.02 After review of the proposals and hearing presentations (if necessary) it is Owner's intent to negotiate and award a Design/Builder contract to the best qualified Respondent that offers a proposal that is deemed to be in the Owner's best interest and represents the best value, subject to approval by the Taylor County Board of County Commissioners.

16.03 Respondents will be evaluated on the following criteria. Design/Builder Firms submitting a response may be required to give an oral presentation to the Board of County Commissioners or a Board designated Selection Committee. A request for an oral presentation shall in no way constitute acceptance or imply that an agreement is pending. The following criteria are equal in weight and will be considered accordingly. The criteria will be the basis for review of the responses, short-listing, interviews and selection.

16.03.1 Qualifications of project Design/Builder Firm/Team (specifically parties responsible for design and construction) who will be engaged to work directly with Owner;

16.03.2 Relevant experience with similar facilities;

16.03.3 Relevant Design-Build experience in Florida;

16.03.4 Past performance with respect to construction and budget management; and

16.03.5 Understanding of local design and construction costs.

16.04 A Respondent may be required before the award of any contract to show to the complete satisfaction of Owner that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. In addition to the above criteria, Owner will also consider past work history and references. Because Owner will make reasonable investigations to determine the ability of the firm to perform the work, the Respondent must furnish the related information when requested. Owner reserves the right to reject any response if the evidence submitted by, or investigation of, the Respondent, assigned personnel, and subconsultant/subcontractors fails to satisfy Owner that a particular firm is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Respondent's qualifications shall include:

16.04.1 The ability, capacity, skill, and financial resources to perform the work or provide the service required;

16.04.2 The ability of the Respondent and assigned subconsultants to perform the work or provide the service promptly or within the time specified, without delay or interference;

16.04.3 The character, integrity, reputation, judgment, experience, and efficiency of the Respondent; and

16.04.4 The quality of performance of previous contracts or services.

ARTICLE 17 - SUBMITTAL OF PROPOSAL

17.01 Proposals shall be submitted no later than the date and time prescribed and at the place indicated in the Solicitation Documents 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 Proposal is submitted), the name and address of Respondent, and shall be accompanied by the Proposal security (when required) and other required documents. If a Proposal is sent by mail or other delivery system, the sealed envelope containing the Proposal shall be enclosed in a separate envelope plainly marked on the outside with the notation "Taylor County Fire - North District." Hand Deliveries and mailed Proposals shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Proposals submitted by Overnight delivery shall 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.

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

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

17.04 Incomplete Proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by Owner and not considered during the Proposal Evaluation.

ARTICLE 18 - MODIFICATION AND WITHDRAWAL OF PROPOSAL

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

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

18.03 Any personnel changes in a short-listed Design/Builder Firm, after the submission of the response to this request, could result in reconsideration of the scoring of applicable evaluation criteria. Any changes in a short-listed Firm should be brought to the attention of Owner as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted, must be submitted, prior to oral presentations, to Owner. Reconsideration may result in changes to the short-listing or rankings.

ARTICLE 19 - OPENING OF PROPOSALS

19.01 Proposals will be opened at the time and place indicated in the Solicitation or Request for Proposals and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Proposals and major alternates, if any, will be made available to Respondents after the opening of Proposals.

ARTICLE 20 - PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 21 – EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

21.01 Owner 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 solicitation 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 Proposal deemed to be in Owner's best interest.

21.02 Owner, in its sole and absolute discretion, also reserves the right to amend or modify this solicitation, revise the requirements of this solicitation, or require supplemental statements or information from any Respondent, extend the deadline for submitting responses, negotiate or hold discussions with any Respondent and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein. Owner may exercise these rights without liability to any Respondent or any other party for their expenses.

21.03 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the Proposal amount pursuant to Taylor County Ordinance No. 2003-12.

21.04 More than one Proposal 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 Respondent has an interest in more than one Proposal for the Work may be cause for disqualification of that Respondent and the rejection of all Proposals in which that Respondent has an interest.

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

21.06 In evaluating Respondents, Owner will consider the qualifications of Respondents 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.

21.07 In evaluating Respondents, Owner reserves the right to short-list Design/Builder Firms based on the information provided in the initial responses without requiring presentations.

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

21.09 If the Contract is to be awarded, Owner will award the Contract to the Respondent whose Proposal is in the best interests of the Owner and the Project, as determined by Owner.

21.10 Owner intends to develop an agreement for the services specified herein, contingent upon the appropriation of funds. The contents of the response submitted by the Successful Respondent, with any amendments or subsequent revisions, will become part of the resulting contract. A copy of the Standard Agreement Between Owner and Design/Builder on the Basis of a Stipulated Price is included for reference.

ARTICLE 22 - CONTRACT SECURITY AND INSURANCE

22.01 The Successful Respondent will be required to procure, pay for, and maintain all insurance(s) listed herein, and evidenced by delivery to Owner of a valid Certificate of Insurance with the coverage(s) and endorsement(s) required that shall remain in effect throughout the term of the Agreement. Respondents must include such certificates with their Proposal or alternatively, include a sworn statement from a licensed insurance agent, verifying that if the prospective Respondent is awarded the Proposal, 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. Any Respondent who does not furnish the required insurance documents with their Proposal may not be considered.

1. *Workers' Compensation for each accident (coverage to include all employees working on the project):*
 - a. *State* *Statutory*
 - b. *Applicable Federal (e.g., Longshoreman's)* *Statutory*
 - c. *Employer's Liability* *\$100,000*

2. *General Liability shall include completed operations and product liability coverages and eliminate any exclusion with respect to property under the care, custody and control of Respondent:*
 - 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 Under-ground coverages where applicable.*
 - f. *Excess or Umbrella Liability*
 - 1) *General Aggregate* *\$1,000,000*
 - 2) *Each Occurrence* *\$1,000,000*

3. *Automobile Liability covering owned, hired, and non-owned vehicles to also include loading and unloading hazards:*
 - 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 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*

22.02 Each insurance policy shall include the following conditions by endorsement to the policy:

22.02.1 Companies issuing the insurance policy, or policies, shall have no recourse against Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Respondent.

22.02.2 The term "Owner" or "Taylor County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of Owner and individual members, employees thereof in their official capacities, and/or while acting on behalf of Taylor County.

22.02.3 Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Owner by certified mail to: Taylor County Engineering Department, 201 East Green Street, Perry, FL 32347. Respondents shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said Respondent from its insurer; and nothing contained herein shall absolve Respondent of this requirement to provide notice.

22.02.4 Taylor County Board of County Commissioners shall be endorsed to the required policy or policies as an "Additional Named Insured".

22.02.5 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Owner to any such future coverage, or to Owner's self-insured retentions of whatever nature.

22.03 Any Respondent, who is unable to furnish the required insurance documents prior to execution of a contract and prior to the time the Design/Builder Firm/Team is entitled to commence any part of the project, is hereby advised that the Proposal will be given to the next lowest respondent who meets all proposal specifications:

22.04 Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement.

ARTICLE 23 - SIGNING OF AGREEMENT

23.01 When Owner gives a Notice of Award to the Successful Proposal, 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 Respondent 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 Respondent.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as "buyer" will execute a contract with the successful Respondent as "seller" for the procurement of goods and special services for the *Taylor County Fire - North District*. 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 Design/Builder Firm. The said procurement contract will be assigned by Owner to Design/Builder Firm as set forth in the Agreement. Design/Builder Firm will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Design/Builder Firm.

24.02 The Design/Builder Firm shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Owner.

ARTICLE 25 - RETAINAGE

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

ARTICLE 26 - SALES AND USE TAXES

26.01 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all Owner Direct Purchased materials and equipment to be incorporated into the Work. Said taxes for such items shall not be included in the Proposal. Respondent purchases are not eligible for this exemption and such costs shall be accounted for within the Proposal.

26.01.1 Owner will furnish the required certificates of tax exemption to Respondent for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.

26.01.2 Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Respondent, or to supplies or materials not incorporated into the Work.

ARTICLE 27 - RIGHT TO AUDIT

27.01 Design/Builder Firm shall maintain such financial records and other records as they relate to the purchase of goods and services by Owner from the successful Respondent. The Design/Builder Firm shall retain these records for a period of three (3) years after final payment, or until they are audited by Owner, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Owner, its designees, or other authorized bodies.

ARTICLE 28 – FORMAT OF PROPOSAL

28.01 The Phase 1 Proposal responses must address each of the following items and must be organized in the same manner. Again, this information will be used to identify the best qualified Design/Builder Firms from which comprehensive price proposals will be requested. Only the best qualified, short-listed firms will be asked to submit price proposals.

28.02 **QUALIFICATIONS OF THE DESIGN BUILD FIRM/TEAM** (Must be included for both Team members)

28.02.1 Attach resumes for key personnel of the Firm/Team, detailing qualifications and past experience as it relates to similar types of projects. Information will include name of individual and where the individual will be located during the project. All professionals of record will be included.

28.02.2 Provide a short narrative on each Firm/Team component or position describing its function and responsibilities.

28.02.3 Submit separate organizational charts delineating personnel assigned to both construction and design services.

28.02.4 Valid Business/Contractor Licensing/Registration Information

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

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28.02.6 Completed Non-Collusion Affidavit

28.02.7 Completed Truth In Negotiation Certification

28.03 WORK EXPERIENCE

28.03.1 Respondent shall identify and describe five (5) completed projects, where the offering Firm/Team performed in the Design/Builder capacity.

28.03.2 Respondent shall identify and describe five (5) completed similar projects with similar scope of work, magnitude and complexity. The may be the same as in 28.03.1.

28.03.3 Information for the above-identified projects must include: (1) client's name and address; (2) contact person; (3) telephone number; (4) original project estimate; (5) actual project cost; (6) original schedule (start/completion dates); and (8) summary of major issues and change orders. Client contact information must be current and accurate.

28.04 BONDING AND INSURANCE

28.04.1 A public construction bond (performance and payment bonds) and substantial insurance will be required of the successful Firm/Team prior to commencing any work (design or otherwise).

- 28.04.1.1 Bid Bond (5%) – Short-listed Firms
- 28.04.1.2 Performance Bond – Successful Respondent
- 28.04.1.3 Payment Bond – Successful Respondent

28.04.2 Respondent must provide clear evidence of the ability to secure adequate insurance including, but not limited to, Workers' Compensation, Comprehensive General Liability, Builder's Risk, and Professional Liability including Errors and Omissions. Insurance must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. All project applicable coverages must list Taylor County as an "Additional Insured" prior to contract execution.

- 28.04.2.1 Certificates of Liability Insurance or Agency Statement
- 28.04.2.2 Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State
- 28.04.2.3 Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

28.05 PROJECT APPROACH AND ABILITY TO PROVIDE DESIGN-BUILD SERVICES ON-SCHEDULE AND WITHIN BUDGET

28.05.1 Provide brief overview of Firm/Team and history of the same. Describe your Firm/Team's approach to project and its ability to furnish services through a narrative. Describe the various phases of the project. Describe the organization of the Design/Builder Firm/Team and specific responsibilities of Firm's/Team's and members of the same.

28.05.2 Indicate if services will be provided by applicant or by subconsultant Firm/Team. When services are to be provided by subconsultant Firm/Team, include subconsultant Firm's/Team's name and specify what services will be provided, value of work and percentage of total project work.

28.05.3 Briefly describe your Quality Assurance/Quality Control Program.

28.05.4 Provide a short narrative outlining how you propose to manage the project in order to meet schedule and budget requirements.

28.05.5 Indicate the controls to be utilized to maintain both schedule and budget for this project.

28.05.6 Describe how personnel will be assigned and tasks effectively handled in order to provide the most efficient services on the project during both the design and the construction phases of the project.

28.05.7 Describe the current workload and your daily ability to handle the scope of services.

28.05.8 Provide a graphic representation of your current commitment over the next year period for key members of the project Firm/Team.

28.05.9 Provide preliminary schedule outlining implementation of this project from Notice to Proceed through final completion. Include specifics for continued use of facility, indicating limited periods where portions of the facility will be inaccessible for public access/usage.

28.05.10 Provide a statement of your interest to involve local participation and your team's geographic location to this project.

28.06 CONSTRUCTION AND BUDGET MANAGEMENT

28.06.1 Respondent shall provide a description of the systems that will be employed to ensure quality and control costs. Respondent shall include a discussion of how non-owner generated construction change orders will be minimized.

28.07 LEGAL AND CONTRACT CHALLENGES

28.07.1 List by case name and case number all pending litigation in which Respondent is involved as a party or Respondent's officers are involved as parties in their official capacity. Include cases pending in any Federal or State jurisdiction, court, commission, regulatory body or other authority having the power to determine the rights of parties appearing before it. Also list all arbitrations Respondent is involved in as a party and include the name, location and name & address of the arbitrator(s) for each listing.

PROPOSAL FORM

Taylor County Fire - North District

2020-003-ENG

TABLE OF ARTICLES

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ARTICLE 1 – PROPOSAL RECIPIENT

1.01 This Proposal is submitted to:

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

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

ARTICLE 2 – RESPONDENT'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – RESPONDENT'S REPRESENTATIONS

3.01 In submitting this Proposal, Respondent represents that:

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

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

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Respondent further represents that:

- A. this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal;
- C. Respondent has not solicited or induced any individual or entity to refrain from responding; and

- D. Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over Owner.

ARTICLE 5 – BASIS OF PROPOSAL

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

Taylor County Fire – Station 2: A Design-Build Improvement Project

Guaranteed Maximum 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.

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

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

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Respondent agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Respondent accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS PROPOSAL

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

- A. Required Proposal security in the form of _____
- 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. Truth In Negotiation Certification

- H. Valid Business/Contractor Licensing/Registration Information
- I. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- J. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- K. List of Project References

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Request For Proposals with initial capital letters have the meanings stated in the Instructions to Respondents, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – PROPOSAL SUBMITTAL

- 9.01 This Proposal submitted by:

If Respondent is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

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

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Respondent's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

**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 Respondent that has submitted the attached Proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent 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 Respondent, firm, or person to submit a collusive or sham proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead, profit, or cost elements of the proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal or the Proposal of any other respondent, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

WitnessBy: _____
Signature_____
Witness_____
Print Name and Title

STATE OF FLORIDA, (COUNTY OF _____)

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 me (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

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit cost supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

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:

*Taylor County Fire – Station 2, A Design-Build Improvement Project
Taylor County, Florida*

Contract: The intent of this contract is to include securing all programming, design, permitting, construction, labor and equipment required for the Taylor County Fire – Station 2 Project in Taylor County, Florida. This project shall include, but is not limited to, providing and performing all work necessary (i) for the design and construction of the project, (ii) to furnish efficient design and construction administration, supervision and superintendence, and (iii) for site development tasks, permitting, regulatory matters, approvals, testing, surveying, environmental mitigation, geotechnical, traffic management, architectural, engineering, landscaping, security, exterior, structural and interior design, acoustical, lighting, construction, post-construction, accounting and control, coordination and efficient management to facilitate completion of the project, as more fully detailed in the Design Criteria Package.

The term **Contractor** is hereby defined to include all Design/Builder Firm 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 _____, 20__

WITNESS:

STATE OF _____
COUNTY OF _____

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 _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this ____ day of _____, 20__

By _____.

PART 2 – CONTRACT FORMS

**AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER
ON THE BASIS OF A STIPULATED PRICE**

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

Owner and Design/Builder hereby agree as follows:

ARTICLE 1 - WORK

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

*Taylor County Fire – Station 2, A Design-Build Improvement Project.
Taylor County, Florida*

ARTICLE 2 - THE PROJECT

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

The intent of this contract is to include securing all programming, design, permitting, construction, labor and equipment required for the Taylor County Fire – Station 2 Project in Taylor County, Florida. This project shall include, but is not limited to, providing and performing all work necessary (i) for the design and construction of the project, (ii) to furnish efficient design and construction administration, supervision and superintendence, and (iii) for site development tasks, permitting, regulatory matters, approvals, testing, surveying, environmental mitigation, geotechnical, traffic management, architectural, engineering, landscaping, security, exterior, structural and interior design, acoustical, lighting, construction, post-construction, accounting and control, coordination and efficient management to facilitate completion of the project, as more fully detailed in the Design Criteria Package.

This project is a Guaranteed Maximum Price project as specified on the Proposal Form and Instructions to Bidders.

ARTICLE 3 - CONTRACT TIMES

- 3.01. *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.

- 3.02. *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 2.02 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 13.08 of the General Conditions within 210 days after the date when the Contract Times commence to run.

- 3.03. *Liquidated Damages*

A. Design/Builder and Owner recognize that time is of the essence as stated in Paragraph 3.02 above, and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02.A above, plus any extensions thereof allowed in accordance with Article 11.02 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal, arbitration, or similar proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design/Builder agree that as liquidated damages for delay (but not as a penalty), Design/Builder shall pay Owner \$1,690.00 for each day that expires after the time specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Design/Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Design/Builder shall pay Owner \$1,690.00 for each day that expires after the time specified in Paragraph 3.02.A for completion and readiness for final payment until the Work is completed and ready for final payment.

3.04 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 4 - CONTRACT PRICE

4.01. Owner shall pay Design/Builder 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 4.01.A, 4.01.B and 4.01.C below:

A. For all Work other than Unit Price Work, a Guaranteed Maximum Price of:

_____ (\$ _____)
(words) (numerals)

The specific cash allowances are included in the above price and have been computed in accordance with Paragraph 10.02 of the General Conditions.

B. Allowances:

- 1.
- 2.

C. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Estimated</u>
				.	
				:	
ESTIMATED TOTAL OF ALL UNIT PRICE WORK				:	\$(_____)
				.	

As provided in Paragraph 10.03.A of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner as provided in Paragraph 10.03.A of the General Conditions. Unit prices have been computed as provided in Paragraph 10.03 of the General Conditions.

4.02. The factor used to calculate the cost of fee for employees in the direct employ of Design/Builder performing Design Professional Services in accordance with Paragraph 10.01.A.1.b of the General Conditions shall be 1.5.

4.03. Notwithstanding, Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents an amount in current funds at the prices stated in Design/Builder's Proposal, attached hereto as an exhibit.

ARTICLE 5 - PAYMENT PROCEDURES

5.01. Design/Builder shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. *Progress Payments; Retainage:* Owner shall make progress payments on account of the Contract Price on the basis of Design/Builder's Applications for Payment which are to be submitted on or about the 10th day of each month during performance of the Work as provided in Paragraphs 5.01.A.1 and A.2 below. All such payments will be measured by the Schedule of Values established in Paragraph 2.06.A.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

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 Owner may withhold in accordance with Paragraph 13.03.B of the General Conditions.

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage on account of Work completed,; and

b. 95 percent of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 13.02.A of the General Conditions), with the balance being retainage.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design/Builder to 95 percent of the Contract Price (with the balance being retainage), less such amounts as Owner may withhold in accordance with Paragraph 13.03.B of the General Conditions and less 5 percent of Owner's estimate of the value of the Work shown in the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

B. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, Owner shall pay the remainder of the Contract Price.

ARTICLE 6 - INTEREST

6.01. All moneys not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 - DESIGN/BUILDER'S REPRESENTATIONS

7.01. To induce Owner to enter into this Agreement, Design/Builder makes the following representations:

- A. Design/Builder has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals, but excluding the documents described in paragraph 8.01.K.
- B. Design/Builder 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. Design/Builder 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. Design/Builder 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 relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified or made available by Owner and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified or made available by Owner.
- E. Design/Builder 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.
- F. Design/Builder has considered the information known to Design/Builder; information commonly known to design/builders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design/Builder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Design/Builder's safety precautions and programs.
- G. Based on the information and observations referred to above, Design/Builder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for it to enter into this Contract 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.
- H. Design/Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design/Builder has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Design/Builder.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01. The Contract Documents consist of the following:

- A. This Agreement
- B. Performance Bond
- C. Payment Bond
- D. Other Bonds, identified as Exhibits _____
- E. Standard General Conditions of the Contract Between Owner and Design/Builder
- F. Supplementary Conditions

- G. Conceptual Documents identified in the Request for Proposals
- H. Design/Builder's Proposal;
- I. Addenda numbers _____ through _____, inclusive
- J. Exhibits to this Agreement
 - 1. Design/Builder's Proposal (pages _____ to _____, inclusive), Dated _____
 - 2. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive)
- K. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto:
 - 1. Notice to Proceed;
 - 2. All Work Change Directives, and Change Orders amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04.A of the General Conditions;
 - 3. Specifications as defined in Paragraph 1.01.A.40 of the General Conditions; and
 - 4. Drawings as defined in Paragraph 1.01.A.18 of the General Conditions.

8.02. The documents listed in Paragraph 8.01 above are attached to this Agreement (except as expressly noted otherwise above).

8.03. There are no Contract Documents other than those listed above in this Article 8.

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

ARTICLE 9 - MISCELLANEOUS

9.01. The Standard General Conditions of the Contract Between Owner and Design/Builder are referred to herein as the General Conditions.

9.02. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.03. No assignment by a party hereto of any rights under or interests in the Contract Documents 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.

9.04. Owner and Design/Builder 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.

9.05. 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 Design/Builder, 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.

9.06. 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.

9.07 Successors and Assigns

A. Owner and Design/Builder 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.

9.08 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 Design/Builder, 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.

9.09 Independent Contractor

A. Design/Builder shall be considered to be acting as an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Design/Builder represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of, or have any individual contractual relationship with Owner.

9.10 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.

9.11 Public Records Provision

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. 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.

9.12 Other Provisions

- A. This Agreement shall be governed in all respects by the laws of the State of Florida. The venue of any litigation as a result of this agreement shall be exclusively Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Design/Builder have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Design/Builder. All portions of the Contract Documents have been signed, initialed or identified by Owner and Design/Builder.

This Agreement will be effective on _____, 2021 (which is the Effective Date of the Agreement).

OWNER:

DESIGN/BUILDER:

Taylor County Board of County Commissioners

By: LaWanda Pemberton

By: _____

Title: County Administrator

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Gary Knowles

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

Engineer License No.
or Certificate No.: _____

(Where applicable)

State: _____

(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 this Agreement.)

Contractor License No.: _____

(Where applicable)

State: _____

(If Design/Builder is a corporation, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

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: _____, 2021

Project (Brief Description Including Location): *Taylor County Fire – Station 2, A Design-Build Improvement Project. The intent of this contract is to include securing all programming, design, permitting, construction, labor and equipment required for the Taylor County Fire – Station 2 Project in Taylor County, Florida. This project shall include, but is not limited to, providing and performing all work necessary (i) for the design and construction of the project, (ii) to furnish efficient design and construction administration, supervision and superintendence, and (iii) for site development tasks, permitting, regulatory matters, approvals, testing, surveying, environmental mitigation, geotechnical, traffic management, architectural, engineering, landscaping, security, exterior, structural and interior design, acoustical, lighting, construction, post-construction, accounting and control, coordination and efficient management to facilitate completion of the project, as more fully detailed in the Design Criteria Package.*

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

(Figures)

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

BIDDER**SURETY**

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

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

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

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

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

3. This obligation shall be null and void if:

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

3.2. All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

DESIGN/BUILDER CONTRACT PERFORMANCE BOND

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

DESIGN/BUILDER (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): *Taylor County Fire -- Station 2, A Design-Build Improvement Project. The intent of this contract is to include securing all programming, design, permitting, construction, labor and equipment required for the Taylor County Fire -- Station 2 Project in Taylor County, Florida. This project shall include, but is not limited to, providing and performing all work necessary (i) for the design and construction of the project, (ii) to furnish efficient design and construction administration, supervision and superintendence, and (iii) for site development tasks, permitting, regulatory matters, approvals, testing, surveying, environmental mitigation, geotechnical, traffic management, architectural, engineering, landscaping, security, exterior, structural and interior design, acoustical, lighting, construction, post-construction, accounting and control, coordination and efficient management to facilitate completion of the project, as more fully detailed in the Design Criteria Package.*

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Design/Builder, 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.

DESIGN/BUILDER AS PRINCIPAL**SURETY**

Company:

Signature: _____ (Seal)

Name and Title:

(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

DESIGN/BUILDER AS PRINCIPAL**SURETY**

Company:

Signature: _____ (Seal)

Name and Title:

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

1. Design/Builder 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 Design/Builder performs the Contract, Surety and Design/Builder 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 Design/Builder and Surety at the addresses described in Paragraph 10 below, that Owner is considering declaring a Design/Builder Default and has requested and attempted to arrange a conference with Design/Builder and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Design/Builder and Surety agree, Design/Builder 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 Design/Builder Default; and
 - 3.2. Owner has declared a Design/Builder Default and formally terminated Design/Builder's right to complete the Contract. Such Design/Builder Default shall not be declared earlier than 20 days after Design/Builder 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; or
 2. Another design/builder 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 Design/Builder, 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 design/builders; or
 - 4.3. Obtain bids or negotiated proposals from qualified design-builders 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 a design/builder 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 Design/Builder Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new design/builder 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 Design/Builder'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 Design/Builder 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 Design/Builder for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from Design/Builder'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 Design/Builder.
7. Surety shall not be liable to Owner or others for obligations of Design/Builder 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 Design/Builder Default or within two years after Design/Builder 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 Design/Builder 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. Surety's performance obligation includes completion of the design responsibilities of Design/Builder. However, Surety shall not be liable for damages of the type specified to be covered by design/builder's liability insurance required by the Contract Documents even if such insurance was not obtained or is not sufficient to cover the damages.
13. Definitions.
 - 13.1. Balance of the Contract Price: The total amount payable by Owner to Design/Builder under the Contract after all proper adjustments have been made, including allowance to Design/Builder of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Design/Builder is entitled, reduced by all valid and proper payments made to or on behalf of Design/Builder under the Contract.
 - 13.2. Contract: The agreement between Owner and Design/Builder identified on the signature page, including all Contract Documents and changes thereto.
 - 13.3. Design/Builder Default: Failure of Design/Builder, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 13.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Design/Builder as required by the Contract or to perform and complete or comply with the other terms thereof.

DESIGN/BUILD PAYMENT BOND

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

DESIGN/BUILDER (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): *Taylor County Fire -- Station 2, A Design-Build Improvement Project. The intent of this contract is to include securing all programming, design, permitting, construction, labor and equipment required for the Taylor County Fire -- Station 2 Project in Taylor County, Florida. This project shall include, but is not limited to, providing and performing all work necessary (i) for the design and construction of the project, (ii) to furnish efficient design and construction administration, supervision and superintendence, and (iii) for site development tasks, permitting, regulatory matters, approvals, testing, surveying, environmental mitigation, geotechnical, traffic management, architectural, engineering, landscaping, security, exterior, structural and interior design, acoustical, lighting, construction, post-construction, accounting and control, coordination and efficient management to facilitate completion of the project, as more fully detailed in the Design Criteria Package.*

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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

DESIGN/BUILDER AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY_____
(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY_____
(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title:

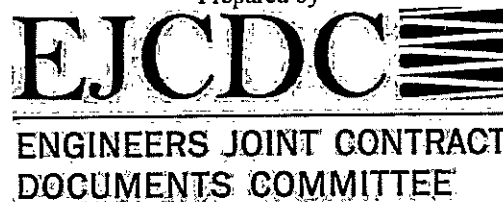
1. Design/Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Design/Builder:
 - 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 Design/Builder by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Design/Builder 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 Design/Builder and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Design/Builder 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 Design/Builder 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 Design/Builder:
 1. Have furnished written notice to Design/Builder 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 Design/Builder, or not received within 30 days of furnishing the above notice any communication from Design/Builder by which Design/Builder 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 Design/Builder.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Design/Builder or to Surety, that is sufficient compliance.
6. Reserved.
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 Design/Builder under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Design/Builder furnishing and Owner accepting this Bond, they agree that all funds earned by Design/Builder in the performance of the Contract are dedicated to satisfy obligations of Design/Builder 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 Design/Builder 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 Design/Builder shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Design/Builder, 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, Design/Builder 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 Design/Builder, or with a first-tier subcontractor of Design/Builder, 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 Design/Builder and Design/Builder'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 Design/Builder 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 Design/Builder as required by the Contract or to perform and complete or comply with the other terms thereof.

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 Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

These General Conditions have been prepared for use with either one of the two Agreements between Owner and Design/Builder (EJCDC D-520 and D-525, 2009 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. The comments and instructions contained in the Guide to Use of EJCDC Design/Build Documents (EJCDC D-001, 2009 Edition) are also carefully interrelated with the wording of these General Conditions.

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STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms 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 Proposals which clarify, correct or change the Request for Proposals or the Contract Documents.
2. *Agreement*: The written instrument which is evidence of the agreement between Owner and Design/Builder covering the Work.
3. *Application for Payment*: The form which is to be used by Design/Builder 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. *Bonds*: Performance and payment bonds and other instruments of security.
6. *Change Order*: A written order which is signed by Design/Builder and Owner which 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.
7. *Claim*: A demand or assertion by Owner or Design/Builder 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.

8. *Conceptual Documents*: The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, including those items enumerated in the Request for Proposals which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for Owner.

9. *Construction*: The part of the Work that is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.

10. *Construction Subagreement*: A written agreement between Design/Builder and a construction Subcontractor for provision of Construction.

11. *Contract*: The entire and integrated written agreement between Owner and Design/Builder 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.

13. *Contract Price*: The moneys payable by Owner to Design/Builder for completion of the Work in accordance with the Contract Documents.

14. *Contract Times*: The numbers of days or the dates stated in the Agreement to (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment in accordance with Paragraph 13.08.

15. *Design/Builder*: The individual or entity with whom Owner has entered into the Agreement.

16.Design Subagreement: A written agreement between Design/Builder and a design professional for provision of Design Professional Services.

17.Design Professional Services: That part of the Work comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals during Bidding/Negotiating, Construction, or Operational phases.

18.Drawings: Those portions of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the Work.

19.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.

20.Field Order: A written order issued by Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21.Hazardous Environmental Condition: The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the Work.

22.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.

23.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.

24.Liens: Charges, security interests or encumbrances upon real property or personal property.

25.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.

26.Notice of Award: The written notice by Owner to the successful proposer stating that upon compliance by the successful proposer with the conditions precedent included therein, within the time specified, Owner will sign and deliver the Agreement.

27.Notice to Proceed: A written notice given by Owner to Design/Builder fixing the date on which the Contract Times will commence to run and on which Design/Builder shall start to perform the Work.

28.Owner: The individual or entity with whom Design/Builder has entered into the Agreement and for whom the Work is to be performed.

29.Owner's Consultant: An individual or entity with whom the Owner may contract to furnish services to Owner with respect to the Project and who is identified as such in the Supplementary Conditions.

30.Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

31.PCBs: Polychlorinated biphenyls.

32.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 Wastes and crude oils.

33.Project: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

34.Proposal: The documents submitted by Design/Builder in response to the Request for Proposals setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.

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.Request for Proposals: The document prepared by or for Owner specifying and describing Owner's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.

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

38.*Schedule of Values*: A schedule prepared by Design/Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.

39.*Site*: Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design/Builder.

40.*Specifications*: The part of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

41.*Subcontractor*: An individual or entity other than a Supplier having a direct contract with Design/Builder or with any other Subcontractor for the performance of a part of the Work.

42.*Submittal*: A written or graphic document prepared by or for Design/Builder which is required by the Contract Documents to be submitted to Owner by Design/Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.

43.*Substantial Completion*: The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) 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.

44.*Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.

45.*Supplier*: A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Design/Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design/Builder or any Subcontractor.

46.*Unit Price Work*: Work to be paid for on the basis of unit prices.

47.*Work*: The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents.

48.*Work Change Directive*: A written directive to Design/Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion or revision in the Work, or responding to differing site 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 directed 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 words and terms discussed in Paragraph 1.02.B are not defined terms, but when used in the Contract Documents have the indicated meanings.

B. Intent of Certain Terms or Adjectives:

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.

3. 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.

4. 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 or equipment complete and ready for intended use.

5. 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.

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design/Builder, "provide" is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When Design/Builder delivers the executed Agreements to Owner, Design/Builder shall also deliver to Owner such Bonds as Design/Builder may be required to furnish in accordance with Paragraph 5.01.A.

B. *Evidence of Insurance:* Before any Work is started, Design/Builder and Owner shall each deliver to the other those certificates of insurance that Design/Builder and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *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 thirty days after the Effective Date of the Agreement. Unless agreed to in writing by Owner and Design/Builder, the Contract Times will commence to run no later than the ninetieth day after the last day for receipt of the Proposal or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.03 *Starting the Work*

A. Design/Builder 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.

2.04 *Before Starting the Work*

A. *Design/Builder's Review of Conceptual Documents:* Before undertaking the Work, Design/Builder shall carefully study and compare those Conceptual Documents prepared by Owner and check and verify pertinent figures therein and all applicable field measurements. Design/Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design/Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby; however, Design/Builder shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Conceptual Documents unless Design/Builder knew thereof.

B. *Preliminary Schedules:* Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design/Builder shall submit the following to Owner for its 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 which will list each required Submittal and the times for submitting, reviewing and processing each Submittal;
3. A preliminary Schedule of Values for all of the Work which will include 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; and
4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

2.05 *Initial Conference*

A. Within twenty days after the Contract Times start to run, Design/Builder will arrange a conference attended by Owner and Design/Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in Paragraph 2.04.B, procedures for handling Submittals, processing Applications for Payment, maintaining required records, items required pursuant to Paragraph 8.01.A.6 and other matters.

B. At the initial conference Owner and Design/Builder each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and

responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.06 Initial Acceptance of Schedules

A. At least ten days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design/Builder will arrange a conference attended by Design/Builder, Owner and others as appropriate to review for acceptability the schedules submitted in accordance with Paragraph 2.04.B. Design/Builder shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design/Builder until the acceptable schedules are submitted to Owner.

1. The progress schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Owner responsibility for the progress schedule, for sequencing, scheduling or progress of the Work nor interfere with nor relieve Design/Builder from Design/Builder's full responsibility therefor.

2. Design/Builder's schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required Submittals.

3. Design/Builder's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

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

B. It is the intent of the Contract Documents including but not limited to the Conceptual Documents, the Drawings, and the Specifications to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Design/Builder will furnish or perform all labor, documentation, services, materials, and 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 whether or not specifically called, for at no additional cost to Owner.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws or 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 on the Effective Date except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design/Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner or its officers, directors, members, partners, employees, agents, consultants, or subcontractors any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Resolving Discrepancies

A. In the event of a discrepancy between the Conceptual Documents on the one hand and the Proposal or Drawings or Specifications on the other hand, the Conceptual Documents will control except when Owner has approved a Submittal pursuant to Paragraph 6.17.B.

B. Except as 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:

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

2. The provisions of any such 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 in one or more of the following ways:

1. Owner's approval of required Submittals (pursuant to Paragraph 6.17.B);
2. A Work Change Directive;
3. A Change Order;
4. A Field Order.

3.05 *Reuse of Documents*

A. All documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement are for Design/Builder's own use, and Design/Builder shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others. However, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse or any continued use after any termination without written verification or adaptation by Design/Builder for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design/Builder and Owner shall indemnify and hold harmless Design/Builder and Subcontractors from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Design/Builder to further compensation at rates to be agreed upon by Owner and Design/Builder.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner to Design/Builder or Design/Builder to Owner 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; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Design/Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site which Design/Builder will have to comply in performing the Work. Unless otherwise provided in the Contract Documents, Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Design/Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing the Site, Design/Builder may make a Claim therefor as provided in Article 9.

B. Upon reasonable written request, Owner shall furnish Design/Builder with a current statement of record legal title and legal description of the lands upon which the Construction 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 or Regulations.

C. Design/Builder 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 *Differing Site Conditions*

A. Design/Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Design/Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the

Contract Price or Times modified in writing by Change Order in accordance with Article 9.

C. No request by Design/Builder for an equitable adjustment under Paragraph 4.02 shall be allowed unless Design/Builder has given the written notice required; provided that the time prescribed in 9.03.A for giving written notice may be extended by Owner.

D. The provisions of this Paragraph 4.02 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

4.03 Reference Points

A. Design/Builder shall be responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner pursuant to Paragraph 8.01.A.6.e, and shall make no changes or relocations without the prior written approval of Owner. Design/Builder shall report to Owner 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.

4.04 Hazardous Environmental Condition at Site

A. Design/Builder will not be responsible for any Hazardous Environmental Condition encountered at the Site which was not identified in the Contract Documents to be within the scope of the Work. Design/Builder shall be responsible for materials creating a Hazardous Environmental Condition created by any materials brought to the Site by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible.

B. If Design/Builder encounters a Hazardous Environmental Condition, Design/Builder shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16); and (iii) notify Owner (and thereafter confirm such notice in writing). Owner shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.

C. Design/Builder shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Design/Builder written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such Construction may be resumed safely. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if

any, in Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by Design/Builder, either party may make a Claim therefor as provided in Article 9.

D. If, after receipt of such special written notice Design/Builder does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then Owner may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Article 9. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

E. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder, Subcontractors, Suppliers and the officers, directors, partners, employees, agents, other 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 resulting from such Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Contract Documents to be included in the scope of the Work, and (iii) was not created by Design/Builder or by anyone for whom Design/Builder is responsible. Nothing in this Paragraph 4.04.E shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

F. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultant and the officers, directors, partners, employees, agents, other 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 resulting from such Hazardous Environmental Condition created by Design/Builder or anyone for whom Design/Builder is responsible. Nothing in this Paragraph 4.04.F shall obligate Design/Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment and Other Bonds

A. Design/Builder 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 Design/Builder's obligations to furnish, provide and pay for Work and related materials under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Design/Builder 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 or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any Bond furnished by Design/Builder is declared a 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 and 5.02, Design/Builder shall within twenty days thereafter substitute 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 Design/Builder 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. Design/Builder shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which Design/Builder is required to purchase and maintain.

B. Owner shall deliver to Design/Builder, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Design/Builder or any other

additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Design/Builder's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Design/Builder's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design/Builder.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Design/Builder's liability under the indemnities granted to Owner and others in the Contract Documents.

5.04 *Design/Builder's Insurance*

A. Design/Builder shall purchase and maintain such 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 Design/Builder's performance of the Work and Design/Builder's other obligations under the Contract Documents, whether it is to be performed by Design/Builder, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

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

2. Claims based on the provision of professional services, including but not limited to the design services performed by Design/Builder, to be insured under a professional liability insurance policy or endorsement;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design/Builder's employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design/Builder's employees;

4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Design/Builder, or (ii) 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 paragraph 5.04.A shall:

1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds Owner and Owner's Consultants and any other persons or entities indicated in the Supplementary Conditions (subject to any customary exclusion in respect of professional liability), all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, and employees, agents, and other 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 contractual liability insurance covering Design/Builder's indemnity obligations under Paragraphs 6.11 and 6.21;

4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Design/Builder pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until final payment and at all times thereafter when Design/Builder may be correcting, removing or replacing defective Construction in accordance with Paragraphs 12.06 and 12.07; and

6. Include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Design/Builder shall furnish Owner and each other additional insured indicated 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 Design/Builder 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 Construction 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 or Regulations). This insurance will:

1. Include the interests of Owner, Owner's Consultant, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Construction, temporary buildings, falsework, and all 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 or Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Construction, provided that such materials and

equipment have been included in an Application for Payment approved by Owner;

5. Allow for partial utilization by Owner of the Work;

6. Include testing and start-up; and

7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Design/Builder with thirty days' written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of Owner, Owner's Consultants, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Owner in accordance with this 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 Design/Builder and to each other loss payee 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 to protect the interests of Design/Builder, Subcontractors, Suppliers, 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 Design/Builder, Subcontractor, 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 Design/Builder requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Design/Builder by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Design/Builder whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Design/Builder intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Owner's Consultant, Design/Builder, Subcontractors,

Suppliers, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, and other 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 loss payees thereunder. Owner and Design/Builder waive all rights against each other and their respective officers, directors, members, partners, employees, agents, and other 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 Owner's Consultant, Subcontractors, Suppliers, and all other individuals or entities identified in the Supplementary Conditions as insureds or loss payees 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 Design/Builder, Subcontractors, and Suppliers and the officers, directors, members, employees and agents of 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 caused by, arising out of or resulting from fire or other peril whether or not insured by Owner; and

2. Loss or damage to the completed Project or any part thereof caused by, arising out of or resulting from fire or other insured peril or cause or loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 13.06, after Substantial Completion pursuant to Paragraph 13.05, or after final payment pursuant to Paragraph 13.08.

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 Design/Builder, Subcontractors, Owner's Consultant, and the officers, directors, members, partners, employees, agents, and other 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 Construction 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 Design/Builder 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 their not complying with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by Paragraph 2.04.C. Owner and Design/Builder 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 supposed to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurance

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 13.06, 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 – DESIGN/BUILDER'S RESPONSIBILITIES

6.01 Design Professional Services

A. *Standard of Care:* The standard of care for all Design Professional Services performed or furnished by Design/Builder under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same locality.

B. *Preliminary Design Phase:* After the Contract Times commence to run, Design/Builder shall:

1. Consult with Owner to understand Owner's requirements for the Project and review available data;

2. Advise Owner as to the necessity of Owner's providing or obtaining from others additional reports, data, or services of the types provided in Paragraph 8.01.A.6.a-g and assist Owner in obtaining such reports, data, or services;

3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design/Builder with whom consultation is to be undertaken in connection with the Project;

4. Obtain such additional geotechnical and related information which it deems necessary for performance of the Work;

5. On the basis of the Conceptual Documents and Design/Builder's Proposal, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;

6. Furnish the preliminary design documents to and review them with Owner within the times indicated in the schedules described in Paragraphs 2.06.A.1 and 2.06.A.2; and

7. Identify any variations in the preliminary design documents from the Contract Documents in accordance with 6.17.B.

C. Final Design Phase:

After written acceptance by Owner of the preliminary design phase documents Design/Builder shall:

1. On the basis of the accepted Preliminary Design Phase documents, prepare final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design/Builder and Specifications (which will be prepared, where appropriate, in general conformance with the format recommended by the Construction Specifications Institute);

2. Provide technical criteria, written descriptions, and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;

3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in Paragraphs 2.06.A.1 and 2.06.A.2; and

4. Identify any deviations from other Contract Documents in accordance with Paragraph 6.17.B.

6.02 Supervision and Superintendence of Construction

A. Design/Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design/Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction. Design/Builder shall be responsible to see that the completed Construction complies fully with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.

B. At all times during the progress of Construction, the Design/Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

6.03 Labor, Working Hours

A. Design/Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design/Builder 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 indicated in the Contract Documents, all Construction at the Site shall be performed during regular working hours, and Design/Builder will not permit overtime work or the performance of Construction on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld).

6.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Design/Builder shall furnish or cause to be furnished and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified by Owner, or in the Drawings or Specifications, or if not specified shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design/Builder 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 provided in the Contract Documents.

6.05 Progress Schedule

A. Design/Builder shall adhere to the progress schedule established in accordance with Paragraph 2.06.A as it may be adjusted from time to time as provided below:

1. Design/Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 11.02. Such adjustments may only be made by a Change Order or .

6.06 Concerning Subcontractors, Suppliers, and Others

A. Design/Builder shall not employ any Subcontractor, Supplier, or other individual or entity against whom Owner may have reasonable objection. Design/Builder shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Design/Builder has reasonable objection.

B. Design/Builder shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the

Work just as Design/Builder is responsible for Design/Builder'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 and any such Subcontractor, Supplier, or other individual or entity;

2. shall create any obligation on the part of Owner 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 or Regulations.

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

D. Design/Builder shall require all Subcontractors, Suppliers, and such other individuals and entities performing or furnishing any of the Work to communicate with the Owner through Design/Builder.

E. All Work performed for Design/Builder by a Subcontractor or Supplier will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design/Builder 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. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Design/Builder and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Design/Builder, Owner's Consultant, and all other loss payees (and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by 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, Design/Builder will obtain the same.

6.07 Patent Fees and Royalties

A. Design/Builder 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 Conceptual Documents for use in the performance of the Construction and if to the actual knowledge of Owner 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 Conceptual Documents.

B. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners, employees or agents, and other consultants 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 resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device except those required by the Conceptual Documents.

C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder and its officers, directors, members, partners, employees or agents, Subcontractors and Suppliers 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 resulting from 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 required by the Conceptual Documents, but not identified by Owner as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

6.08 Permits

A. Unless otherwise provided in the Contract Documents, Design/Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. Owner shall assist Design/Builder, when necessary, in obtaining such permits, licenses and approvals. Design/Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. Design/Builder shall pay all charges of utility owners for connections for providing permanent service to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

6.09 Laws or Regulations

A. Design/Builder shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design/Builder's compliance with any Laws or Regulations.

B. If Design/Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design/Builder 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.

C. Changes in Laws or Regulations not known on the Effective Date having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Times.

6.10 Taxes

A. Design/Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design/Builder in accordance with the Laws or 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. Design/Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design/Builder 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 Work, Design/Builder 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 or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design/Builder's performance of the Construction.

B. *Removal of Debris:* During the performance of the Construction, Design/Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

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

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

6.12 Record Documents

A. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and Work Change Directives in good order and annotated to show all changes made during performance of the Work. These record documents together with all approved Submittals will be available to Owner for reference. Upon completion of the Work, these record documents and Submittals will be delivered to Owner.

6.13 Safety and Protection

A. Design/Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design/Builder 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. Design/Builder shall comply with 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. Design/Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Design/Builder shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Design/Builder shall inform Owner of the specific requirements of Design/Builder's safety program with which Owner and its employees and representatives must comply while at the Site.

E. 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 Design/Builder, 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 Design/Builder.

F. Design/Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design/Builder in accordance with Paragraph 13.08.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Design/Builder 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. Design/Builder 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, Design/Builder is obligated to act to prevent threatened damage, injury or loss. Design/Builder shall give Owner prompt written notice if Design/Builder 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 a change in the Contract Documents is required because of the action taken by Design/Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Submittals

A. Owner will review and approve Submittals in accordance with the schedule of required Submittals accepted by Owner as required by Paragraph 2.06.A. Owner's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the construction, 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. Owner'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. :

B. Owner's review and approval of Submittals shall not relieve Design/Builder from responsibility for any variation from the requirements of the Contract Documents unless Design/Builder has in a separate written communication at the time of submission called Owner's attention to each such variation and Owner has given written approval.

C. Construction prior to Owner's review and approval of any required Submittal will be at the sole risk of Design/Builder.

6.18 Continuing the Work

A. Design/Builder shall continue 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 Design/Builder and Owner may otherwise agree in writing.

6.19 Post-Construction Phase

A. Design/Builder shall:

1. Provide assistance in connection with the start-up, testing, refining and adjusting of any equipment or system.
2. Assist Owner in training staff to operate and maintain the Work.

3. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Work.

6.20 *Design/Builder's General Warranty and Guarantee*

A. Design/Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective.

B. Design/Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification or improper maintenance or operation by persons other than Design/Builder, Subcontractors, or Suppliers or any other individual for whom Design/Builder is responsible; or
2. normal wear and tear under normal usage.

C. Design/Builder'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 Design/Builder's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;
2. The making of any progress or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Submittal;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Construction by Owner.

6.21 *Indemnification*

A. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants, and the officers, members, directors, partners, employees, agents, other consultants and subcontractors of each 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 resulting from 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 Design/Builder, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work.

B. In any and all claims against Owner, Owner's Consultant, or any of their respective consultants, agents, officers, members, directors, partners or employees by any employee (or the survivor or personal representative of such employee) of Design/Builder, any Subcontractor, any Supplier, 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 6.21.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 Design/Builder 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 Design/Builder under Paragraph 6.21.A shall not extend to the liability of Owner's Consultant, and their officers, directors, members, partners, employees, agents, other consultants, and subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 7 – OTHER CONSTRUCTION

7.01 *Related Work at Site*

A. Owner may perform other Work related to the Project at the Site with Owner's employees, or through 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 Design/Builder prior to starting any such other work; and

2. if Owner and Design/Builder are unable to agree on entitlement to or on the extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, Design/Builder may make a Claim therefor as provided in Article 9.

B. Design/Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs.

Unless otherwise provided in the Contract Documents, Design/Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design/Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design/Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design/Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design/Builder in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Design/Builder's Work depends upon work performed or services provided by others under this Article 7, Design/Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design/Builder's Work. Design/Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design/Builder's Work except for latent or nonapparent 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 prime 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 in respect of 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 Design/Builder for the reasonable direct delay and

disruption costs incurred by Design/Builder as a result of the other contractor's wrongful actions or inactions.

C. Design/Builder shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Design/Builder's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 General

A. Owner shall do the following in a timely manner so as not to delay the services of Design/Builder:

1. Provide such legal services as Owner may require with regard to legal issues pertaining to the Project including any that may be raised by Design/Builder;
2. If requested in writing by Design/Builder, furnish reasonable evidence satisfactory to Design/Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design/Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days notice to the Owner;
3. Make payments to Design/Builder promptly when they are due as provided in Paragraph 13.03 and 13.08;
4. Furnish the Site as set forth in Paragraph 4.01.A;
5. Furnish to Design/Builder, as required for performance of Design/Builder's Services the following, all of which Design/Builder may use and rely upon in performing services under this Agreement:
 - a. Environmental assessment and impact statements;
 - b. Property, boundary, easement, right-of-way, topographic, and utility surveys;
 - c. Property descriptions;
 - d. Zoning, deed, and other land use restrictions;
 - e. Engineering surveys to establish reference points for design and construction

which in Owner's judgment are necessary to enable Design/Builder to proceed with the Work;

f. Assistance to Design/Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;

g. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and

h. Identify all reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site, all drawings known to owner of physical conditions relating to existing surface or subsurface structures at the Site, and any information or data known to Owner concerning underground facilities at the Site.

6. Review Submittals subject to Owner review pursuant to Paragraph 6.17.A; and

7. Provide information known to Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 Insurance

A. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.03 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design/Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design/Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design/Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Materials uncovered or revealed at the Site is set forth in Paragraph 4.04.

8.05 Resident Project Representation

A. Owner may furnish a Resident Project Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions.

8.06 Owner's Consultant

A. Owner's Consultant, if any, has no duties, responsibilities, or authorities with respect to Design/Builder, unless so provided in the Supplementary Conditions.

8.07 Compliance with Safety Program

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design/Builder's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 -- CHANGES IN THE WORK; CLAIMS

9.01 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 within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design/Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 Unauthorized Changes in the Work

A. Design/Builder 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 and supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Construction as provided in Paragraph 12.04.

9.03 Claims

A. *Notice:* If Owner and Design/Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of any order of Owner pursuant to Paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a Claim may be made therefor. Written notice of intent to make such a Claim shall be submitted to the other party promptly and in no event more than 15 days after the start of the occurrence or event giving rise to the Claim.

B. *Documentation:* Substantiating documentation shall be submitted by the claiming party within 30 days after delivery of the notice required by Paragraph 9.03.A.

C. *Decision:* The other party shall render a decision on the Claim no more than 30 days after the receipt of the substantiating documentation required by Paragraph 9.03.B. This decision will be final and binding unless the claiming party gives notice of intention to exercise its rights under Article 15 within 30 days of receipt of the decision and exercises such rights within 30 days of giving the notice of intent.

D. *Time Limit Extension:* The time limits of Paragraphs 9.03.B and 9.03.C may be extended by mutual agreement.

9.04 *Execution of Change Orders*

A. Owner and Design/Builder shall execute appropriate Change Orders covering:

1. Changes in the Work which are (i) ordered by Owner pursuant to Paragraph 9.01, (ii) required because of acceptance of defective Construction under Paragraph 12.08 or Owner's correction of defective Work under Paragraph 12.09 or (iii) agreed to by the parties; and

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.

9.05 *Notice to Sureties*

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 Design/Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

10.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design/Builder in the proper performance of the Work. When the value of 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 Design/Builder will be only those additional or incremental costs required because of the change of 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, and shall not include any of the costs itemized in Paragraph 10.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Design/Builder in the performance of the Work under schedules of job classifications agreed upon by Owner and Design/Builder.

a. 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 after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.

b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this Paragraph 10.01.A.1, Design/Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.

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 Design/Builder unless Owner deposits funds with Design/Builder 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 Design/Builder shall make provisions so that they may be obtained.

3. Payments made by Design/Builder to Subcontractors (excluding payments for Design Professional Services pursuant to Paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. 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 Design/Builder's Cost of the Work and fee.

4. Payments made by Design/Builder for Design Professional Services provided or furnished under a Design Subagreement.

5. 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.

6. Supplemental costs including the following items:

a. The proportion of necessary transportation, travel and subsistence expenses of Design/Builder'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 Design/Builder.

c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design/Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, 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 Design/Builder is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of Design/Builder, 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, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design/Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design/Builder, 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 Design/Builder'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, express and courier services, and similar petty cash items in connection with the Work.

i. Cost of premiums for all Bonds and insurance Design/Builder 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 Design/Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design/Builder whether at the Site or in Design/Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.01.A.1, all of which are to be considered administrative costs covered by the Design/Builder's fee.

2. Expenses of Design/Builder's principal and branch offices other than Design/Builder's office at the Site.

3. Any part of Design/Builder's capital expenses, including interest on Design/Builder's

capital employed for the Work and charges against Design/Builder for delinquent payments.

4. Costs due to the negligence of Design/Builder, 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 Paragraph 10.01.A.

C. Design/Builder's Fee: When all the Work is performed on the basis of cost-plus, Design/Builder's fee shall be as set forth in the Agreement. When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design/Builder's fee shall be determined as set forth in Paragraph 11.01.C.

D. Documentation: Whenever the cost of any Work is to be determined pursuant to Paragraph 10.01.A and 10.01.B, Design/Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.02 Cash Allowances

A. The Contract Price includes all allowances so named in the Contract Documents. Design/Builder shall cause the Work so covered to be performed for such sums as may be acceptable to Owner. Design/Builder agrees that:

1. The allowances include the cost to Design/Builder (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Except as set forth in the Contract Documents, Design/Builder's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the 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.

B. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design/Builder on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.03 Unit Prices

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 of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. 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 Design/Builder will be made by Owner.

B. Each unit price will be deemed to include an amount considered by Design/Builder to be adequate to cover Design/Builder's overhead and profit for each separately identified item.

C. Design/Builder or Owner may make a Claim for an adjustment in the Contract Price in accordance with Article 9 if:

1. the quantity of any item of Unit Price Work performed by Design/Builder differs materially and significantly from the estimated quantity of such item indicated in the Contract Documents;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Design/Builder believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes it 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 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

11.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party promptly in accordance with Paragraph 9.03.A.

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 10.03); 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 11.01.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 11.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 10.01) plus a Design/Builder's Fee for overhead and profit (determined as provided in Paragraph 11.01.C).

C. *Design/Builder's Fee:* The Design/Builder's fee for overhead and profit on Change Orders 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 10.01.A.1.a and 10.01.A.2, the Design/Builder's fee shall be 15 percent;

b. For costs incurred under Paragraph 10.01.A.3 10.01.A.4, 10.01.A.5 and 10.01.A.6, the Design/Builder'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 Paragraphs 11.01.C.1 and 11.01.C.2.a is that the Subcontractor who actually performs or furnishes Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 10.01.A.1 and 10.01.A.2 and that any higher tier Subcontractor and Design/Builder will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. The amount of credit to be allowed by Design/Builder 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 Design/Builder's fee by an amount equal to five percent of such net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in Design/Builder's fee shall be computed on

the basis of the net change in accordance with Paragraphs 11.01.C.2.a through 11.01.C.2.d, inclusive.

11.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order. Any Claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice pursuant to Paragraph 9.03.A.

B. *Delays Beyond Design/Builder's Control:* Where Design/Builder is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Design/Builder, the Contract Times (or Milestones) 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 11.02.A. Delays beyond the control of Design/Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

C. If Owner or other contractor 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 Design/Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Design/Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design/Builder's ability to complete the Work within the Contract Times.

D. If Design/Builder 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 Design/Builder, then Design/Builder shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Design/Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design/Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.C.

E. Owner and Owner's Consultant shall not be liable to Design/Builder 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 Design/Builder on or in connection with any other project or anticipated project.

F. Design/Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the

control of Design/Builder. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design/Builder.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

12.01 Notice of Defects

A. Owner shall give Design/Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected or accepted as provided in this Article 12.

12.02 Access to Construction

A. Owner, Owner's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design/Builder shall provide them proper and safe conditions for such access and advise them of Design/Builder's Site safety procedures and programs so that they may comply therewith as applicable.

12.03 Tests and Inspections

A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Design/Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design/Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design/Builder's purchase thereof for incorporation in the Work.

B. Design/Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.

C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design/Builder without written concurrence of Owner, then Contractor shall, if requested by Owner, uncover such Construction for observation.

D. Uncovering Construction as provided in Paragraph 13.03.E shall be at Design/Builder's expense unless Design/Builder has given Owner timely notice of Design/Builder's

intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 Uncovering Construction

A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design/Builder's expense.

B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design/Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Design/Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If, however, such Construction is not found to be defective, Design/Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), 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, Design/Builder may make a Claim therefor as provided in Article 9.

12.05 Owner May Stop Construction

A. If Construction is defective, or Design/Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design/Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design/Builder or any other party.

12.06 Correction or Removal of Defective Construction

A. Owner will have authority to disapprove or reject defective Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by Owner, Design/Builder shall promptly, as directed, either correct all defective Construction, whether or not fabricated, installed or completed, or, if the Construction has

been rejected by Owner, remove it from the Site and replace it with non-defective Construction. Design/Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 Correction Period

A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design/Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design/Builder.

B. 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 Conceptual Documents.

C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, removed or replaced under this Paragraph 12.07, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 Acceptance of Defective Construction

A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. Design/Builder shall pay all 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 Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued

incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If the acceptance occurs after final payment, an appropriate amount will be paid by Design/Builder to Owner.

12.09 Owner May Correct Defective Construction

A. If Design/Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction as required by Owner in accordance with Paragraphs 12.06.A or 12.07.A, or if Design/Builder fails to perform the Construction in accordance with the Contract Documents, or if Design/Builder fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Design/Builder, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 12.09 Owner shall proceed expeditiously. In connection, with such corrective and remedial action, Owner may exclude Design/Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design/Builder's services related thereto, take possession of Design/Builder's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere. Design/Builder shall allow Owner, Owner's Consultant, Owner's representatives, agents, employees, and other contractors access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this Paragraph 12.09 will be charged against Design/Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, 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 Article 9.

D. Design/Builder shall not be allowed an extension of the Contract Times (or Milestones) 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 12.09.

ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION

A. The Schedule of Values established as provided in Paragraph 2.06.A will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 *Application for Progress Payment*

A. On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design/Builder shall submit to Owner for review an Application for Payment filled out and signed by Design/Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as 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 and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

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

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

13.03 *Progress Payments*

A. *Procedure:* Progress payments shall be made by the Owner to the Design/Builder according to the following procedure:

1. Owner will, within ten days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design/Builder indicating in writing its reasons for refusing to accept the Application. Not more than ten days after accepting such Application the amount will become due and when due will be paid by Owner to Design/Builder.

2. If Owner should fail to pay Design/Builder at the time the payment of any amount becomes due, then Design/Builder may, at any time thereafter, upon serving written notice that he will stop the Work

within seven days after receipt of the notice by Owner, and after such seven day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.

3. Payments due but unpaid shall bear interest at the rate specified in the Agreement.

4. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

B. *Reduction in or Refusal to Make Payment:* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. the Construction is defective, or completed Construction has been damaged requiring correction or replacement; or

2. the Contract Price has been reduced by Change Order; or

3. Owner has been required to correct defective Construction or complete Work in accordance with Paragraph 12.09.A; or

4. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.A.; or

5. Claims have been made against Owner on account of Design/Builder's performance or furnishing of the Work; or

6. Liens have been filed in connection with the Work, except where Design/Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

7. There are other items entitling Owner to a set off against the amount for which application is made.

C. If Owner refuses to make payment of the full amount requested by Design/Builder, Owner must give Design/Builder immediate written notice stating the reasons for such action and promptly pay Design/Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design/Builder the amount withheld or any adjustment thereto

agreed to when Design/Builder remedies the reason for such action.

D. Upon a subsequent determination 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 and subject to interest as provided in the Agreement.

13.04 *Design/Builder's Warranty of Title*

A. Design/Builder warrants and guarantees that title to all Construction, 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.

13.05 *Substantial Completion*

A. When Design/Builder considers the Work ready for its intended use Design/Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design/Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design/Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design/Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design/Builder a written determination as to division of responsibilities pending final payment between Owner and Design/Builder with respect to security, operation, safety, protection of Construction, maintenance, heat, utilities, insurance and warranties and guarantees.

B. Owner will have the right to exclude Design/Builder from the Site after the date of Substantial Completion, but Owner will allow Design/Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design/Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design/Builder's performance of the remainder of the Construction, subject to the following:

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1. Owner at any time may request Design/Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design/Builder agrees that such part of the Work is substantially complete, Design/Builder and Owner will follow the procedures of Paragraph 13.05 for that part of the Construction.

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

3. Within a reasonable time after either such request, Owner and Design/Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 13.05 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 of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

13.07 *Final Inspection*

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

13.08 *Final Payment*

A. Application for Payment.

1. After Design/Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, record documents (as provided in Paragraph 6.12) and other documents, Design/Builder may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in Paragraph 13.08.A.2 and as approved by Owner, Design/Builder may furnish receipts or releases in full and an affidavit of Design/Builder 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 might in any way be responsible, or which in any way might result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Design/Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Final Payment and Acceptance:* If Owner is satisfied that the Work has been completed and Design/Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, give written notice to Design/Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design/Builder, indicating in writing the reasons for refusing to process final payment, in which case Design/Builder shall make the necessary corrections and resubmit the Application.

C. *Payment Becomes Due:* Thirty days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability, the amount will become due and will be paid by Owner to Design/Builder.

13.09 *Final Completion Delayed*

A. If, through no fault of Design/Builder, final completion of the Work is significantly delayed, Owner shall, upon receipt of Design/Builder's final Application for Payment, and without terminating the Agreement, 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.A, 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 Design/Builder to Owner 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.

13.10 *Waiver of Claims*

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

1. A waiver of all Claims by Owner against Design/Builder, except Claims arising from unsettled Liens, from defective Construction appearing after final inspection pursuant to Paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design/Builder's continuing obligations under the Contract Documents; and

2. A waiver of all Claims by Design/Builder against Owner other than those previously made in writing and still unsettled.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

14.01 *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 days by notice in writing to Design/Builder which will fix the date on which Work will be resumed. Design/Builder shall resume the Work on the date so fixed. Design/Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Design/Builder makes a Claim therefor as provided in Article 9.

14.02 *Owner May Terminate for Cause*

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

1. Design/Builder'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 2.06.A as adjusted from time to time pursuant to Paragraph 6.05).

2. Design/Builder's disregard of Laws or Regulations of any public body having jurisdiction.

3. Design/Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, Owner may, after giving Design/Builder (and

the surety, if any) seven days' written notice, terminate the services of Design/Builder, take possession of any completed Drawings and Specifications prepared by or for Design/Builder (subject to the indemnification provisions of Paragraph 3.05.A), exclude Design/Builder from the Site, and take possession of the Work and of all Design/Builder's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Design/Builder (without liability to Design/Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design/Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (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) such excess will be paid to Design/Builder. If such costs, losses and damages exceed such unpaid balance, Design/Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be 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.

C. Notwithstanding Paragraph 14.02.B, Design/Builder's services will not be terminated if Design/Builder 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.

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

14.03 Owner May Terminate for Convenience

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

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. Amounts paid in settlement of terminated contracts with Subcontractors, Suppliers and others (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 connection with termination of contracts with Subcontractors, Suppliers and others); and

4. Reasonable expenses directly attributable to termination.

B. Except as provided in Paragraph 14.03.C, Design/Builder 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.

14.04 Design/Builder May Stop Work or Terminate

A. If, through no act or fault of Design/Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty days to pay Design/Builder any sum finally determined to be due, then Design/Builder may, upon seven days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in Paragraph 14.03.A. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design/Builder any sum finally determined to be due, Design/Builder may upon seven days' written notice to Owner stop the Work until payment is made of all such amounts due Design/Builder, including interest thereon. The provisions of this Paragraph 14.04.A are not intended to preclude Design/Builder from making Claim under Article 9 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design/Builder's stopping Work as permitted by this paragraph.

ARTICLE 15 – DISPUTE RESOLUTION

15.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no such method and procedure has been set forth, Owner and Design/Builder may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 16 – MISCELLANEOUS**16.01 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 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 if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.02 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.

16.03 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:

1. Laws or Regulations; or
2. any special warranty or guarantee; or
3. other provisions of the Contract Documents.

B. The provisions of Paragraph 16.03.A 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.

16.04 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 and termination or completion of the Contract.

16.05 Controlling Law

A. The Contract Documents will be construed in accordance with the law of the place of the Project.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Contract Between Owner and Design/Builder (No. D-700, 2009 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-1.01 Add the following new definition after 1.01.48:

"49: Gross Negligence- Any act or omission which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and of which the actor has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others."

SC-4.02A Add the following new Paragraph after 4.02.D:

"Severe inclement weather shall not constitute a differing Site condition, but will entitle the Design/Builder to consideration of additional contract time."

SC-4.04A Delete Paragraph 4.04.A in its entirety and insert the following:

"A. Design/Builder will not be responsible for any Hazardous Environmental Condition encountered at the Site except as specifically provided for herein. Design/Builder shall be responsible for materials creating a Hazardous Environmental Condition only where such condition is created by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible."

SC-4.04B Add the following partial sentence to the beginning of Paragraph 4.04.B:

"Except to the extent a Hazardous Condition is identified as the Work,"

SC-4.04D Add the following paragraphs between Paragraph 4.04.D and 4.04.E:

"E. Owner shall disclose to Design/Builder the location and types of any known or suspected toxic, hazardous or chemical materials or wastes existing on or near the premises upon which work is to be performed by Consultants employees or subcontractors. If any Hazardous Wastes not identified by Owner in the Contract Documents are discovered after this Agreement is executed, the Work, schedule and compensation shall be adjusted upon mutual agreement of Owner and Design/Builder."

F. Owner acknowledges that Design/Builder is performing professional services for Owner, and that Design/Builder is not and shall not become a Potentially Responsible Party (such as an "arranger", "operator", "generator", "transporter", "treator", "storer", "handler", or "dispöser" as defined the CERCLA or RCRA,) related to any Hazardous Environmental Condition or any Hazardous Waste which are or may be encountered at or near the Site or in connection with Design/Builder's activities under this Agreement."

SC-4.04E Delete Paragraph 4.04.E in its entirety and insert the following:

"G. For claims involving or related to any Hazardous Environmental Condition, pollution, toxic substances or Hazardous Waste and to the fullest extent permitted by Laws or Regulations, Owner agrees to release, defend,

indemnify and hold harmless Design/Builder and its officers, directors, employees, agents, and Subcontractors of each and any of them from (1) all liability, (2) claims (including, without limitation, claims of Owner and other third parties, persons, organizations, or agencies, whether public or private), (3) demands, (4) damages, (5) losses, (6) fines, (7) penalties, and (8) expenses (including without limitation reasonable attorney's fees, court costs, arbitration costs or other dispute resolution costs) arising out of or resulting from any Hazardous Environmental Condition, provided: (i) that such liability, claim, demand, damage, loss, fine, penalty or expense is not due to the Design/Builder Gross Negligence or reckless disregard of its obligations under this Agreement; or (ii) that such Hazardous Environmental Condition, pollution, toxic substance or Hazardous Waste was not created by Design/Builder or anyone for whom Design/Builder is responsible. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant (whether sudden or not); indemnification shall also extend to claims or allegations that Design/Builder is a "Potential Responsible Party" or to "Environmental Impact Claims" and associated liabilities, including damages assessed Design/Builder, including any finding or strict liability or joint and several liability. This indemnification obligation shall survive the completion of termination of this agreement."

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 for each accident (coverage to include all employees working on the project):

a. State	Statutory
b. Applicable Federal (e.g., Longshoreman's)	Statutory
c. Employer's Liability	\$100,000
 2. General Liability shall include completed operations and product liability coverages and eliminate any exclusion with respect to property under the care, custody and control of Respondent:

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 Under-ground coverages where applicable.	
f. Excess or Umbrella Liability	
1) General Aggregate	\$1,000,000
2) Each Occurrence	\$1,000,000
 3. Automobile Liability covering owned, hired, and non-owned vehicles to also include loading and unloading hazards:

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 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 |

SC-5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-5.06.A Property Insurance

The Builder's Risk coverage will be provided by the Design/Builder..

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.E:

- G. *The Contractor shall not award work valued at more than fifty (60%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

SC-6.08 Add a new paragraph 6.08.B immediately after Paragraph 6.08.A:

"B. 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-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-8.05.B. Add a new paragraph 6.08.B immediately after Paragraph 8.05.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
Dan Cassel, County Fire Chief
LaWanda Pemberton, County Administrator

SC-6.17.A Add the following partial sentence to the end of the first sentence of Paragraph 6.17.A:

"which shall include 15 days for the OWNER's review and approval"

SC-6.20.D. Add new paragraphs immediately after Paragraph 6.20.C:

"D. If, prior to Final Acceptance and within one year after the date of Final Acceptance of the Work, any Defective Work is found, the Owner shall promptly notify the Design/Builder in writing.

1. Unless the Owner provides written acceptance of the condition, the Design/Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the period of time for correction of Defective Work, the Owner discovers and does not promptly notify the Design/Builder or give the Design/Builder an opportunity to test and/or correct Defective Work as reasonably requested by the Design/Builder, the Owner waives the Design/Builder's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

2. If the Design/Builder fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct such Defective Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Design/Builder. If payments then or thereafter due Design/Builder are not sufficient to cover such amounts, the Design/Builder shall pay the difference to the Owner.

3. If the Owner discovers any Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Design/Builder. The Design/Builder and Owner shall mutually agree upon whether the Design/Builder shall complete the correction of Work. If Design/Builder and Owner agree that the Design/Builder will correct the Defective Work, the Design/Builder and Owner shall mutually agree upon the nature of the corrective action to be taken and the allowable time frame for effecting such action. If the Design/Builder does not correct the Work, the Owner may have the Work corrected by itself or by others and charge the Design/Builder for the reasonable cost of the correction. Owner shall provide Design/Builder with an accounting of correction costs it incurs.

4. If the Design/Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed construction, the Design/Builder shall be responsible for the cost of correcting the destroyed or damaged construction.

5. The period of time for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Design/Builder's other obligations under the Contract Documents or the Owner's rights under any applicable statute of limitations.

6. Prior to final payment, at the Owner's option and with the Design/Builder's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted."

SC-9.03.A Add the following language at the end of paragraph 9.03.A:

Replace the phrase "after the start of the occurrence or event giving rise to the Claim" with the phrase "after failure to reach agreement."

SC-11.01.B.2 Add the following language at the end of paragraph 11.01.B.2:

"change in contract price shall be determined"

SC-11.02.D Add the following language in of paragraph 11.02.D:

"an equitable adjustment in Contract Times or Contract Price or both, if such adjustment..."

SC-13.02.C Add the following language at the end of paragraph 13.02.C:

"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 Design/Builder."

SC-13.03.A.1 Delete Paragraph 13.03.A.1 in its entirety and insert the following in its place:

"1. Owner will, within ten days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design/Builder indicating in writing its reasons for refusing to accept the Application. The Application for Payment with Owner's recommendations will be presented to the Board of County Commissioners for consideration. If the Board of County Commissioners finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 13.03.B will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Design/Builder."

SC-16.05.B Add a new paragraph immediately after paragraph 16.05.A:

"B. This Agreement shall be governed in all respects by the laws of the State of Florida. The venue of any litigation as a result of this agreement shall be exclusively in Taylor County, Florida."

ATTACHMENT A– DESIGN CRITERIA PACKAGE

DESIGN CRITERIA PACKAGE

Attachment A

ARTICLE 1 - PROJECT DESCRIPTION

1.01 Taylor County Fire -- Station 2 is a Design-Build Improvement Project. The intent of this solicitation is to include securing all programming, design, permitting, construction, labor and equipment required for the Taylor County Fire -- Station 2 Project in Taylor County, Florida. This project shall include, but is not limited to, providing and performing all work necessary (i) for the design and construction of the project, (ii) to furnish efficient design and construction administration, supervision and superintendence, and (iii) for site development tasks, permitting, regulatory matters, approvals, testing, surveying, environmental mitigation, geotechnical, traffic management, architectural, engineering, landscaping, security, exterior, structural and interior design, acoustical, lighting, construction, post-construction, accounting and control, coordination and efficient management to facilitate completion of the project, as more fully detailed in the Design Criteria Package.

ARTICLE 2

- 2.01 Site information: Taylor County Fire -- Station 2
2762 Pisgah Rd
Perry, FL 32347
Parcel #03-04-07-02127-000
- 2.02 Utility Information: Potable Water/Sewer -- On-Site; See FDOH
Sanitary Sewer -- On-Site; See FDOH
Electric Service - Duke Energy, 727.224.6345
Communications -- Consolidated Communications, 850.843.4268, Randy Newman
WastePro of Florida-- Solid Waste, 850.561.0800
Florida Department of Health -- 850.584.5087, Anthony Carter

ARTICLE 3 -- FACILITY/SITE AVAILABILITY

- 3.01 The site is currently vacant and unimproved with no known restrictions relating to site accessibility. Work Efforts should be mindful of adjacent roadways and residents so as not to interfere or obstruct adjacent properties and all means of public access.
- 3.02 The Design/Builder Firm must account for proper Maintenance of Traffic when affected during relevant portions of the project, as well as providing personnel accessibility for periodic and routine project inspections.

ARTICLE 4 -- DESIGN INTENT DRAWINGS

- 4.01 Bound Separately

ARTICLE 5 – SCOPE OF WORK/DESIGN

Owner is soliciting proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide comprehensive professional Design-Build services to Owner for the design and construction of the Taylor County Fire – Station 2 Project in Taylor County, Florida.

- 5.01 The Design-Builder Services required will be governed by the terms and conditions of the Owner's Design/Builder Agreement for a Stipulated Price. The proposed total project budget is a \$580,000 appropriation from the Florida Department of Financial Services (#FM539-ITF). A general outline of the minimum services required follows:

5.01.1 All Design Disciplines necessary to develop complete documents for the project, including but not limited to the renovations, surrounding site, connections to existing utilities, continuous public and ADA accessibility.

5.01.2 Cost Estimating services at all design intervals – Design Development, Construction Documents, etc.

5.01.3 Full cooperation by Design/Builder Firm/Team for necessary coordination with construction administration and closeout services.

5.01.4 Meetings, presentations required to discuss and receive Owner approval of design/construction documents (minimum 30, 60, 90, & 100 percent).

5.01.5 All individuals contributing to this project in any manner to include designers, contractors, subcontractors and trade personnel shall be competent, experienced, properly licensed and adequately insured.

5.01.6 Execute subcontracts in a timely manner to meet all project schedule requirements.

5.01.7 Provide all programming, permitting, labor, materials and equipment required to construct the approved design within the allotted contract schedule.

5.01.8 Provide full time project management and field supervision for the project including any necessary support staff, project accounting and executive oversight for project completion.

5.01.9 Utilize and provide access to submittals and requests for information for project documentation.

5.01.10 Establish and update project management schedule no less frequent than monthly or with each application for payment.

5.01.11 Provide and deliver entire project for the Guaranteed Maximum Price established in the Design/Builder Agreement.

5.01.12 All permitting and regulation compliance.

5.01.13 Any project design/construction relevant DFS Grant #FM539-ITF deliverables and compliance obligations.

5.01.14 Work with any third party project inspection and/or consultants under contract with Owner.

5.01.15 Provide Warranty and Guarantee for satisfaction of all work provided.

5.01.16 Maintain appropriate Contractors State License, Bonding, and Insurance.

5.01.17 Ensure timely certified closeout of the project to include but not limited to assistance with any required Grant and/or permitting agency close-out or as-built documentation and verifications.

5.01.18 Provide any operations and maintenance documentation, as-built drawings, training, system start-up or commissioning and programming.

5.01.19 Provide timely and thorough warranty work as requested.

5.02 CONSTRUCTION INTENT

5.02.1 SITE WORK

5.02.1.1 Adequately protect, secure and maintain the project site for the intended scope of work and the governing regulations and specifications for the full duration of this project.

5.02.1.2 Prepare the site and coordinate with the relative contractors, subcontractors and trades to perform the work as intended in the project Design-Build documents.

5.02.1.3 Sod (performance turf, sod - Centipede) all disturbed areas.

5.02.1.4 Lawfully dispose offsite any and all items not incorporated into the project and not approved salvageable to Owner.

5.02.1.5 Parking Lot/Driveway

5.02.1.5.1 Asphalt Surface, Limerock Base, Stabilized Subgrade, Thicknesses to match vehicle loading, striped for designated parking, Bay access and traffic routing.

5.02.1.5.2 Eight (8) Standard 10x20 parking spaces and 1 ADA Accessible space and Signage with accessible aisle to front entrance

5.02.1.5.2.1 Solid concrete wheel stops at all spaces

5.02.1.5.3 30" Stop Sign and 24" Stop Bar at Pisgah Road connection

5.02.1.5.4 Pavement Markings as Shown – 2 Coats required

5.02.1.5.5 Full length concrete sidewalk along front and side of building

5.02.1.5.6 Dumpster enclosure, 12 ft x 12 ft Concrete, hinged locking double gate, and 6 ft high concealment fencing.

5.02.1.5.7 Concrete Bollards - 6" SCH 40 galvanized concrete filled bollards primed and painted safety yellow located on each side of each overhead door entry point. 42" height; 48" embedment into 18" diameter full depth concrete filled hole.

5.02.1.5.8 Concrete Curb Island – 6"x18" (6" above finish paved grade)

5.02.1.5.8.1 Landscaped – Eight (8) minimum 3 gal shrubs

5.02.1.5.8.1.1 Weed Block Sheeting

5.02.1.5.8.1.2 Four (4) Purple Loropetalum

5.02.1.5.8.1.3 Four (4) Boxwood

5.02.1.5.8.1.4 Red Cypress Mulch - 3" Blanket

5.02.1.5.9 Landscape Strip At Building along Parking Frontage

5.02.1.5.9.1 Weed Block Sheeting

5.02.1.5.9.2 4" Gravel Bed – 3/4" Dia Decorative Gravel

5.02.1.6 Flag Pole

- 5.02.1.6.1 American Flags Hurricane Series 25' aluminum flagpole model-EFECH, Collar, Cleat, Snap Hooks, Halyard, Top Truck (Pulley), Finial Ball
- 5.02.1.6.2 Wind-Rated Foundation
- 5.02.1.6.3 Lithonia Lighting OLBS 8 50K DDB LED Bullet light at flag pole, Qty 1, Photocell control (Dusk/Dawn Operation), Individual Circuit at Electric Panel.

5.02.1.7 Exterior Lighting

- 5.02.1.7.1 Lithonia Lighting TWH LED wall pack light, Qty 5, Photocell control (Dusk/Dawn Operation), Individual Circuit for Exterior Light Group at Electric Panel.

5.02.2 BUILDING COMPONENTS AND FINISHES

- 5.02.2.1 **All specified equipment and listed components are to be considered required or an approved equivalent.**

- 5.02.2.2 **Commercial grade minimum equipment/fixtures and materials required.**

- 5.02.2.3 **ADA compliant/accessibility required**

- 5.02.2.4 **Pre-manufactured Metal Building or Equivalent Site Built Facility**

- 5.02.2.4.1 Minimum Wind Speed Capability – 130 MPH
- 5.02.2.4.2 Sixteen (16) ft Eave Height
- 5.02.2.4.3 Guttered Downspout collection system
- 5.02.2.4.4 Minimum 5x5 Cantilevered (no columns) Porch Covering at each Doorway opening
- 5.02.2.4.5 Red Metal Roof Covering - Kynar Finish (PVDF)
- 5.02.2.4.6 Exterior Grey Walls with Red Wainscot

- 5.02.2.5 **HVAC System**

- 5.02.2.5.1 Carrier Performance Series heat pump system, 16 SEER Minimum rating, include Honeywell 7-Day programmable thermostat, associated duct work, plumbing and electrical.
- 5.02.2.5.2 Air handler to be located in ceiling including size appropriate scuttle access w/ drop down ladder, light and required structural framing.

- 5.02.2.6 **Back-Up Generator**

- 5.02.2.6.1 Generac Commercial Protector 50KW model #RD05033
- 5.02.2.6.2 138 Gallon Exterior Diesel Fuel Tank
- 5.02.2.6.3 Interconnected Automatic Transfer Switch including any required fixtures, connectors and wiring.
- 5.02.2.6.4 10 ft L x 8 ft W Concrete pad, type, thickness, and mounting requirements (bolt/washer/material) per manufacturer's requirements.

5.02.2.7 Radio /PA

- 5.02.2.7.1 Empty Conduit (3/4) for Coax cable to Exterior Antenna from Future Base Station located at FF Office and terminated 18 inch above interior ceiling. Includes labeled conduit, tagline and faceplate in FF Office (Room 105).
- 5.02.2.7.2 Empty Conduit (3/4 inch) for Speaker Cables from Future Base Station located at FF Office and terminated 18 inch above interior ceiling. Includes labeled conduit, tagline and faceplate in FF Office (Room 105).

5.02.2.8 Building Signage**5.02.2.8.1 Exterior**

- 5.02.2.8.1.1 Three (3) Lines of Text; "Taylor County" "Fire Rescue" "Station 2". 10"/6" High, Helvetica Font, Sentence Case, 1/2" Solid Thickness PolyUrethane Material Lettering; Color Choice and final placement by Owner. To include hardware, framing for side of building mount.

5.02.2.9 Room 100 – Engine Bay**5.02.2.9.1 Flooring**

- 5.02.2.9.1.1 Smooth finished Sealed Concrete floor
- 5.02.2.9.1.2 Integrated/Sloped Zurn Z883 Perma-Trench shallow system floor drain
- 5.02.2.9.1.2.1 Exterior Point of Discharge

5.02.2.9.2 Walls

- 5.02.2.9.2.1 Insulated, R-13 Minimum
- 5.02.2.9.2.2 1-Hour Fire Rated between Room 100 (Main Bay) and remainder of Building
- 5.02.2.9.2.3 Full height finished using same metal panel system as exterior of building. Color choice by Owner.

5.02.2.9.3 Ceiling

- 5.02.2.9.3.1 Ceiling Panel System to conceal and match underside height of building framing components.
- 5.02.2.9.3.2 Insulated, R-30 Minimum
- 5.02.2.9.3.3 Metal Stud framing system
- 5.02.2.9.3.4 Same metal panel finish system as exterior of building. Color choice by Owner.

5.02.2.9.4 Lighting

- 5.02.2.9.4.1 Lithonia JEBL LED High Bay Light (or approved equal) Model JEBL 2400LM FRGL MVOLT 50K 80CRI PM DBLXD WGX;
- 5.02.2.9.4.2 Equally spaced and arranged to provide uniform light distribution; Qty 8

5.02.2.9.5 Exhaust Fan

- 5.02.2.9.5.1 Strongway #52823 36" 1/2 HP enclosed shuttered exhaust fan
- 5.02.2.9.5.2 Positioned on West/Left wall of Main Bay (Room 100) at highest height available
- 5.02.2.9.5.3 Dual Controlled; manually operated from wall Switch and automated operation from Oxygen Depletion Sensor.
- 5.02.2.9.6 Doors
 - 5.02.2.9.6.1 Three (3) 13' H x 12' W Wind-Rated Model 620 Automatic Roll-up Overhead Door Brand Doors w/ chain fall redundancy.
 - 5.02.2.9.6.2 Automatic Openers located at Entry to Living Quarters
 - 5.02.2.9.6.3 2 Exterior Steel Honeycomb fire-rated entry/exit door(s) Welded Door and Frame w/ Closures; Front of Building, Rear of Building and Living Quarters Entry
 - 5.02.2.9.6.4 Heavy Duty Commercial Universal Hardware UH40019, Keyed Entry Lever, Keyed alike, threshold, door sweep, weatherstrip and lock protector, Brushed Nickel
- 5.02.2.9.7 Electrical
 - 5.02.2.9.7.1 Appropriate sized and type outlets at noted locations (Amp, GFCI, AFCI, etc.)
 - 5.02.2.9.7.2 All outlets/switches in building will be white with a white cover plate, exterior outlets to have weatherproof cover/enclosure. Floor level outlets at 18" above finished floor.
 - 5.02.2.9.7.3 Three (3) Ceiling mounted 120 volt outlets with drop cord reel located 10 ft from front of interior wall and in-line with right side of each bay opening
 - 5.02.2.9.7.4 Reelcraft retractable cord reel 50' Model #LG3050 143 9; Qty 3. Includes adequate support framing for ceiling mount.
- 5.02.2.9.8 Air Compressor
 - 5.02.2.9.8.1 NorthStar High-Flow Electric Air Compressor, 4.7 HP, 60 Gallon vertical tank, Item #75710, located at left rear corner of Main Bay
 - 5.02.2.9.8.2 3/4" Rigid airline piped along ceiling from Air Compressor to three hose reels.
 - 5.02.2.9.8.3 Hose Reel Coxreels Performance Series model# P-LP-450, spring driven rewind
- 5.02.2.9.9 Bay Heater
 - 5.02.2.9.9.1 Two (2) ProFusion Heat ceiling-mount shop heater, 7500 W, 240 volt Model HA24-75M
 - 5.02.2.9.9.2 Wired for switch operation located at living quarters entry door
 - 5.02.2.9.9.3 Adjustable brackets, Ceiling Framing and support structure

- 5.02.2.9.10 Gear Racks
 - 5.02.2.9.10.1 Ready Rack -- Red Rack Wall Mount Model(s) RRWM-9/18 and RRWM-6/18, located and secured to Right wall of Main Bay.
- 5.02.2.9.11 Washing Machine/Dryer
 - 5.02.2.9.11.1 Ready Rack -- Extractor 22 Laundry Washing Machine, includes associated wiring, plugs, ducting, Hot/Cold plumbing and drain connections
 - 5.02.2.9.11.2 GE Model #GTD33EASKWW, 7.2 CF Capacity, Aluminized Alloy drum, Electric dryer, includes associated electric service and exterior ducting
- 5.02.2.9.12 Ice Machine
 - 5.02.2.9.12.1 Manitowoc IYT0300A Indigo NXT Series 30" Air-Cooled half dice ice machine with 365 lb storage bin, includes associated wiring, potable water service and drain connection.
- 5.02.2.9.13 Hose Bibs
 - 5.02.2.9.13.1 3/4" commercial grade brass hose bib w/ vacuum breaker
 - 5.02.2.9.13.2 1 exterior at Engine Bay Rear entrance door
 - 5.02.2.9.13.3 1 exterior at left side middle Engine Bay partition
 - 5.02.2.9.13.4 1 interior at right side right Engine Bay partition

5.02.2.10 Room 101/102 -- Kitchen/Day Room

- 5.02.2.10.1 Flooring
 - 5.02.2.10.1.1 Slip-Resistant Textured concrete floors sealed with a gloss finish, Texture and Color Choice by Owner
- 5.02.2.10.2 Walls
 - 5.02.2.10.2.1 5/8" Type-X Drywall, Orange-Peel textured finish, 4" dark gray vinyl cove toe wall base trim at floor
 - 5.02.2.10.2.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.10.2.3 Paint - Sherman Williams Emerald Interior Acrylic Latex, Off White Semi-Gloss finish, Color choice by Owner, 2 coats
- 5.02.2.10.3 Ceiling
 - 5.02.2.10.3.1 1/2" Drywall, Orange-Peel textured finish
 - 5.02.2.10.3.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.10.3.3 Paint - Sherman Williams Emerald Interior Acrylic Latex, White Semi-Gloss Finish, Color choice by Owner, 2 coats

5.02.2.10.4 Doors

- 5.02.2.10.4.1 Entry/Exit, Steel Honeycomb Exterior Entry fire-rated door; Welded Door and Frame w/ Closure, threshold, door sweep, weatherstrip and lock protector; Brushed Nickle
- 5.02.2.10.4.2 Heavy Duty Commercial Universal Hardware UH40017; Passage Lever, Brushed Nickle

5.02.2.10.5 Windows

- 5.02.2.10.5.1 A 3W x 3H Wind Rated, Single Hung, Insulated Low E-Glass Window centered above sink meeting FBC Requirements. Includes finished return, wood sill, and 2" White Faux Wood blinds.

5.02.2.10.6 Cabinets – KRAFT MAID

- 5.02.2.10.6.1 Handles – Kraft Maid Brushed Nickle Tailored Pulls, Owner Selected Style
- 5.02.2.10.6.2 Solid surface Corian countertop, Color choice and edging by Owner
- 5.02.2.10.6.3 Three (3) 84" H 24" D 18" W pantry type cabinets with a single door and six (6) full width adjustable solid shelves
- 5.02.2.10.6.4 Lower cabinets continuous along wall and around corner with space for sink and stove
- 5.02.2.10.6.5 Upper cabinets continuous around corner
- 5.02.2.10.6.6 American Standard Raleigh 33" x 22" stainless single bowl sink set model #20SB.332211C.075, under-counter mount version
- 5.02.2.10.6.7 Sink faucet – American Standard Monterrey Top mount kitchen faucet Model #6408.140.002

5.02.2.10.7 Appliances

- 5.02.2.10.7.1 GE 30" Free Standing Electric Range Model #JBS60DKWW; Position within Counter/Cabinet area
- 5.02.2.10.7.2 GE 15.6 Cu. Ft. Top-Freezer Refrigerator Model #GTS16DTNRWW, Qty 3
- 5.02.2.10.7.3 GE 1.6 Cu. Ft. Microwave Model #JVM3160DFWW with wiring and outside vent/ducting; Position over Stove/Oven Range

5.02.2.10.8 Electrical

- 5.02.2.10.8.1 Lithonia Lighting LED FML4W lights
- 5.02.2.10.8.2 Lights 1-4 wired separately from lights 5-6, Switched at Office entry door
- 5.02.2.10.8.3 Appropriate sized outlets for all appliances located as shown on diagram
- 5.02.2.10.8.4 Coax/Communications Port (Video/Data/Voice)
- 5.02.2.10.8.5 Phone (land line) Communications Port, Qty 2
- 5.02.2.10.8.6 Lithonia Lighting LHQM LED Emergency/Exit lighting unit; Qty 1
- 5.02.2.10.8.7 Smoke/Carbon Monoxide Detector/Alarm – Dual Powered

5.02.2.11 Room 103 -- Battalion Bunk**5.02.2.11.1 Flooring**

- 5.02.2.11.1.1 Slip-Resistant Textured concrete floors sealed with a gloss finish, Texture and Color Choice by Owner

5.02.2.11.2 Walls

- 5.02.2.11.2.1 5/8" Type-X Drywall, Orange-Peel textured finish, 4" dark gray vinyl cove toe wall base trim at floor
- 5.02.2.11.2.2 Primer - Sherman Williams High Build Primer, 1 coat
- 5.02.2.11.2.3 Paint - Sherman Williams Emerald Interior Acrylic Latex paint, Off White Semi-Gloss finish, Color choice by Owner, 2 coats

5.02.2.11.3 Ceiling

- 5.02.2.11.3.1 1/2" Drywall, Orange-Peel textured finish
- 5.02.2.11.3.2 Primer - Sherman Williams High Build Primer, 1 coat
- 5.02.2.11.3.3 Paint - Sherman Williams Emerald Interior Acrylic Latex, White Semi-Gloss finish, Color choice by Owner, 2 coats

5.02.2.11.4 Doors

- 5.02.2.11.4.1 Cased walkway -- No Door

5.02.2.11.5 Electrical

- 5.02.2.11.5.1 Lithonia Lighting LED FML4W light, Qty 1; Switched at Entry door
- 5.02.2.11.5.2 Appropriate sized outlets located as shown on drawing
- 5.02.2.11.5.3 Smoke/Carbon Monoxide Detector/Alarm -- Dual Powered

5.02.2.11.6 Lockers

- 5.02.2.11.6.1 ULINE Single Tier Lockers Gray Model# H-5529, Qty 1;
- 5.02.2.11.6.1.1 Provide additional framing supports within wall for secure connection.

5.02.2.11.7 Countertop

- 5.02.2.11.7.1 24"x15" counter top mounted to the wall

5.02.2.11.8 Bed

- 5.02.2.11.8.1 Serta Ferndell twin mattress with box spring foundation and steel bedframe

5.02.2.12 Room 104 -- Battalion Office**5.02.2.12.1 Flooring**

- 5.02.2.12.1.1 Slip-Resistant Textured concrete floors sealed with a gloss finish, Texture and Color Choice by Owner
- 5.02.2.12.2 Walls
 - 5.02.2.12.2.1 5/8" Type-X Drywall, Orange-Peel textured finish, 4" dark gray vinyl cove toe wall base trim at floor
 - 5.02.2.12.2.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.12.2.3 Paint - Sherman Williams Emerald Interior Acrylic Latex paint, Off White Semi-Gloss finish, Color choice by Owner, 2 coats
- 5.02.2.12.3 Ceiling
 - 5.02.2.12.3.1 1/2" Drywall, Orange-Peel textured finish
 - 5.02.2.12.3.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.12.3.3 Paint - Sherman Williams Emerald Interior Acrylic Latex, White Semi-Gloss finish, Color choice by Owner, 2 coats
- 5.02.2.12.4 Door
 - 5.02.2.12.4.1 Office entry door shall be a Steel Interior Solid Core Welded Door and Frame w/ Closure, threshold, door sweep, weatherstrip and lock protector, Brushed Nickel
 - 5.02.2.12.4.2 Heavy Duty Commercial Universal Hardware UH40019, Keyed Entry Lever, Brushed Nickel
- 5.02.2.12.5 Windows
 - 5.02.2.12.5.1 A 3W x 5H Wind Rated, Single Hung, Insulated Low E-Glass Window centered along common wall to exterior meeting FBC Requirements. Includes finished return, wood sill, and 2" White Faux Wood blinds.
- 5.02.2.12.6 Electrical
 - 5.02.2.12.6.1 Lithonia Lighting LED FML4W light; Qty 2
 - 5.02.2.12.6.2 Appropriate sized outlets located as shown on drawing
 - 5.02.2.12.6.3 Coax/Communications Port (Video/Data/Voice)
 - 5.02.2.12.6.4 Phone (land line) Communications Port
- 5.02.2.13 **Room 105 – FF Office**
 - 5.02.2.13.1 Flooring
 - 5.02.2.13.1.1 Slip-Resistant Textured concrete floors sealed with a gloss finish, Texture and Color Choice by Owner
 - 5.02.2.13.2 Walls
 - 5.02.2.13.2.1 5/8" Type-X Drywall, Orange-Peel textured finish, 4" dark gray vinyl cove toe wall base trim at floor

- 5.02.2.13.2.2 Primer - Sherman Williams High Build Primer, 1 coat
- 5.02.2.13.2.3 Paint - Sherman Williams Emerald Interior Acrylic Latex paint, Off White Semi-Gloss finish, Color choice by Owner, 2 coats
- 5.02.2.13.3 Doors
 - 5.02.2.13.3.1 Steel Interior Solid Core Welded Door and Frame w/ Closure, threshold, door sweep, weatherstrip and lock protector
 - 5.02.2.13.3.2 Heavy Duty Commercial Universal Hardware UH40017, Passage Lever, Brushed Nickle
 - 5.02.2.13.3.3 Heavy Duty Commercial Universal Hardware UH40017, Classroom Lever (RM 106 Entry side), Brushed Nickle
- 5.02.2.13.4 Ceiling
 - 5.02.2.13.4.1 1/2" Drywall, Orange-Peel textured finish
 - 5.02.2.13.4.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.13.4.3 Paint - Sherman Williams Emerald Interior Acrylic Latex, White Semi-Gloss finish, Color choice by Owner, 2 coats
 - 5.02.2.13.4.4 Countertop Desk
 - 5.02.2.13.4.4.1 A solid surface Corian counter top/desk without lower cabinets
- 5.02.2.13.5 Electrical
 - 5.02.2.13.5.1 Lithonia Lighting LED FML4W light, Qty 2
 - 5.02.2.13.5.2 Light switch installed at both points of entry
 - 5.02.2.13.5.3 Appropriate sized outlets located as shown on drawing
 - 5.02.2.13.5.4 Coax/Communications Port (Video/Data/Voice), Below counter top, Qty 2
 - 5.02.2.13.5.5 Phone (land line) Communications Port
 - 5.02.2.13.5.6 Lithonia Lighting LHQM LED Emergency/Exit lighting unit, Qty 1
- 5.02.2.14 **106 – Lobby**
 - 5.02.2.14.1 Flooring
 - 5.02.2.14.1.1 Slip-Resistant Textured concrete floors sealed with a gloss finish, Texture and Color Choice by Owner
 - 5.02.2.14.2 Walls
 - 5.02.2.14.2.1 5/8" Type-X Drywall, Orange-Peel textured finish, 4" dark gray vinyl cove toe wall base trim at floor
 - 5.02.2.14.2.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.14.2.3 Paint - Sherman Williams Emerald Interior Acrylic Latex paint, Off White Semi-Gloss finish, Color choice by Owner, 2 coats
 - 5.02.2.14.3 Ceiling

- 5.02.2.14.3.1 1/2" Drywall, Orange-Peel textured finish
- 5.02.2.14.3.2 Primer - Sherman Williams High Build Primer, 1 coat
- 5.02.2.14.3.3 Paint - Sherman Williams Emerald Interior Acrylic Latex, White Semi-Gloss finish, Color choice by Owner, 2 coats
- 5.02.2.14.4 Door
 - 5.02.2.14.4.1 Front Entry/Exit, Exterior, Steel Honeycomb, Welded Door and Frame w/ Closure, threshold, door sweep, weatherstrip and lock protector, Brushed Nickle
 - 5.02.2.14.4.2 Heavy Duty Commercial Universal Hardware UH40019; Keyed Entry Lever, Brushed Nickle
- 5.02.2.14.5 Windows
 - 5.02.2.14.5.1 A 3W x 3H open cased window centered along common wall to FF Office
 - 5.02.2.14.5.2 A 3W x 5H Wind Rated, Single Hung, Insulated Low E-Glass Window centered along common wall to exterior meeting FBC Requirements. Includes finished return, wood sill, and 2" White Faux Wood blinds.
- 5.02.2.14.6 Electrical
 - 5.02.2.14.6.1 Lithonia Lighting LED FML4W light, Qty 1
 - 5.02.2.14.6.2 Light switch installed at both points of entry
 - 5.02.2.14.6.3 Appropriate sized outlets located as shown on drawing
 - 5.02.2.14.6.4 Lithonia Lighting LHQM LED Emergency/Exit lighting unit, Qty 1
- 5.02.2.15 **107 / 108 – Rest Rooms**
 - 5.02.2.15.1 Flooring
 - 5.02.2.15.1.1 Slip-Resistant Textured concrete floors sealed with a gloss finish, Texture and Color Choice by Owner
 - 5.02.2.15.2 Walls
 - 5.02.2.15.2.1 5/8" Mold/Moisture Drywall, Orange-Peel textured finish, 4" dark gray vinyl cove toe wall base trim at floor
 - 5.02.2.15.2.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.15.2.3 Paint - Sherman Williams Emerald Interior Acrylic Latex paint, Off White Semi-Gloss finish, Color choice by Owner, 2 coats
 - 5.02.2.15.3 Ceiling
 - 5.02.2.15.3.1 1/2" Mold/Moisture Drywall, Orange-Peel textured finish
 - 5.02.2.15.3.2 Primer - Sherman Williams High Build Primer, 1 coat

- 5.02.2.15.3.3 Paint - Sherman Williams Emerald Interior Acrylic Latex, White Semi-Gloss finish, Color choice by Owner, 2 coats
- 5.02.2.15.4 Electrical
 - 5.02.2.15.4.1 Lithonia Lighting LED FML4W light, Qty 1
 - 5.02.2.15.4.2 Panasonic WhisperFit 0.3-Sone 110CFM ventilation fan model FV-08-11VF5 mounted in the center of each restroom ceiling
 - 5.02.2.15.4.3 Light switch installed at point of entry
 - 5.02.2.15.4.4 Appropriate sized outlets located as shown on drawing ;
- 5.02.2.15.5 Shower(s)
 - 5.02.2.15.5.1 36" x 42" Shower stall, 4" High Raised Entrance Curb, Ceramic Wall/ Floor Tile, Color/Style/Size choices by Owner.
 - 5.02.2.15.5.2 American Standard Delancey shower faucet kit with rough in valve, polished chrome. Model #TU052507.295
 - 5.02.2.15.5.3 24" Towel rack located near shower stall
- 5.02.2.15.6 Sink
 - 5.02.2.15.6.1 American Standard Declyn Model #0321026.020 White, Wall-Hung single bathroom sink. Includes framing, supply and drain piping.
 - 5.02.2.15.6.2 36" H x 24" W Framed Wall mounted mirror with bottom shelf. Style choice by Owner.
 - 5.02.2.15.6.3 Lithonia Lighting LED LDN4, 3500K, 2000 Lumens, 4" Dia Round Recessed Ceiling Lighting, Qty 2, Wet Location
- 5.02.2.15.7 Sink Faucet
 - 5.02.2.15.7.1 American Standard Monterrey Single Control Model #6114.110.002
- 5.02.2.15.8 Towel Dispenser
 - 5.02.2.15.8.1 GP PRO Item# 54338 universal push-paddle dispenser ;
- 5.02.2.15.9 Toilet(s)
 - 5.02.2.15.9.1 American Standard Madera 1.6gpf toilet, Manual valve, Model #2858.016.020
- 5.02.2.15.10 Tissue Dispenser
 - 5.02.2.15.10.1 ASI satin finish recessed toilet tissue holder, Model #7402-S
- 5.02.2.15.11 Door
 - 5.02.2.15.11.1 Steel Interior Solid Core Welded Door and Frame, threshold, door sweep, and weatherstrip.
 - 5.02.2.15.11.2 Universal Hardware UH40018 Heavy Duty Commercial Privacy Lever, Brushed Nickel
 - 5.02.2.15.11.3 Coat Hook mounted to interior face

5.02.2.15.11.4 Floor Stop

5.02.2.15.11.5 Gender Signage – ADA Compliant; Acrylic

5.02.2.16 109 – Bunkroom**5.02.2.16.1 Flooring**

5.02.2.16.1.1 Slip-Resistant Textured concrete floors sealed with a gloss finish, Texture and Color Choice by Owner

5.02.2.16.2 Walls

5.02.2.16.2.1 5/8" Type-X Drywall, Orange-Peel textured finish, 4" dark gray vinyl cove toe wall base trim at floor

5.02.2.16.2.2 Primer - Sherman Williams High Build Primer, 1 coat

5.02.2.16.2.3 Paint - Sherman Williams Emerald Interior Acrylic Latex paint, Off White Semi-Gloss finish, Color choice by Owner, 2 coats

5.02.2.16.3 Ceiling

5.02.2.16.3.1 1/2" Drywall, Orange-Peel-textured finish

5.02.2.16.3.2 Primer - Sherman Williams High Build Primer, 1 coat

5.02.2.16.3.3 Paint - Sherman Williams Emerald Interior Acrylic Latex, White Semi-Gloss finish, Color choice by Owner, 2 coats

5.02.2.16.4 Door

5.02.2.16.4.1 Exterior, Entry/Exit, Steel Honeycomb, Welded Door and Frame w/ Closure, threshold, door sweep, weatherstrip and lock protector, Brushed Nickle

5.02.2.16.4.2 Heavy Duty Commercial Universal Hardware UH40019, Keyed Entry Lever, Brushed Nickle

5.02.2.16.4.3 Interior Entry/Exit, Steel Interior Solid Core Welded Door and Frame w/ Closure, threshold, door sweep, and weatherstrip. Universal Hardware UH40017 Heavy Duty Commercial Passage Lever, Brushed Nickle

5.02.2.16.5 Electrical

5.02.2.16.5.1 Lithonia Lighting LED FML4W light, Qty 2; switched at both points of entry

5.02.2.16.5.2 Lithonia Lighting LED LDN6, 3500K, 3000 Lumens, 6" Dia Round Recessed Ceiling Lighting, Qty 4, switched at each Bunk Entry

5.02.2.16.5.3 Appropriate sized outlets located as shown on drawing

5.02.2.16.5.4 Lithonia Lighting LHQM LED Emergency/Exit lighting unit, Qty 1

5.02.2.16.5.5 Smoke/Carbon Monoxide Detector/Alarm – Dual Powered

5.02.2.16.6 Countertop

- 5.02.2.16.6.1 Each bunk space will have a 24"x15" counter top mounted to the wall
- 5.02.2.16.7 Bed
 - 5.02.2.16.7.1 Serta Ferndell twin top mattress, box spring, and steel bedframe, Qty 4
- 5.02.2.17 **110 – Appliance Closet**
 - 5.02.2.17.1 Flooring
 - 5.02.2.17.1.1 Slip-Resistant Textured concrete floors sealed with a gloss finish, Texture and Color Choice by Owner
 - 5.02.2.17.2 Walls
 - 5.02.2.17.2.1 5/8" Type-X Drywall, Orange-Peel textured finish, 4" dark gray vinyl cove toe wall base trim at floor
 - 5.02.2.17.2.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.17.2.3 Paint - Sherman Williams Emerald Interior Acrylic Latex paint, Off White Semi-Gloss finish, Color choice by Owner, 2 coats
 - 5.02.2.17.3 Ceiling
 - 5.02.2.17.3.1 1/2" Drywall, Orange-Peel textured finish
 - 5.02.2.17.3.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.17.3.3 Paint - Sherman Williams Emerald Interior Acrylic Latex , White Semi-Gloss finish, Color choice by Owner, 2 coats
 - 5.02.2.17.4 Door
 - 5.02.2.17.4.1 Closet door shall be a Wood Interior louvered Bi-fold closet door
 - 5.02.2.17.4.2 Heavy Duty Commercial hinges and pull handle/knob, Brushed Nickle
 - 5.02.2.17.4.3 Stain/Paint Color choice by Owner, 2 coats
 - 5.02.2.17.5 Water Heater
 - 5.02.2.17.5.1 AO Smith, 80 gallon electric heat pump water heater, Model #HP10-80H45DV
 - 5.02.2.17.6 Electrical
 - 5.02.2.17.6.1 Appropriate sized outlet located as shown on drawing
- 5.02.2.18 **111 – Storeroom**
 - 5.02.2.18.1 Flooring
 - 5.02.2.18.1.1 Slip-Resistant Textured concrete floors sealed with a gloss finish, Texture and Color Choice by Owner
 - 5.02.2.18.2 Walls

- 5.02.2.18.2.1 5/8" Type-X Drywall, Orange-Peel textured finish, 4" dark gray vinyl cove toe wall base trim at floor
- 5.02.2.18.2.2 Primer - Sherman Williams High Build Primer, 1 coat
- 5.02.2.18.2.3 Paint - Sherman Williams Emerald Interior Acrylic Latex paint, Off White Semi-Gloss finish, Color choice by Owner, 2 coats
- 5.02.2.18.3 Ceiling
 - 5.02.2.18.3.1 1/2" Drywall, Orange-Peel textured finish
 - 5.02.2.18.3.2 Primer - Sherman Williams High Build Primer, 1 coat
 - 5.02.2.18.3.3 Paint - Sherman Williams Emerald Interior Acrylic Latex, White Semi-Gloss finish, Color choice by Owner, 2 coats
- 5.02.2.18.4 Electrical
 - 5.02.2.18.4.1 Lithonia Lighting LED FML4W light, Qty 2
 - 5.02.2.18.4.2 Switched at entry
 - 5.02.2.18.4.3 Appropriate sized outlets located as shown on drawing
 - 5.02.2.18.4.4 Smoke/Carbon Monoxide Detector/Alarm – Dual Powered
 - 5.02.2.18.4.5 Lithonia Lighting LHQM LED Emergency/Exit lighting unit, Qty 1
- 5.02.2.18.5 Shelving
 - 5.02.2.18.5.1 Husky, Gladiator or Trinity PRO 5 Tier Welded Steel storage shelving unit, 72" H x 24" D x 60" W, Industrial Quality, Color choice by Owner

5.02.3 FIRE SPRINKLER SYSTEM

- 5.02.3.1 Install complete overhead fire suppression system (sprinklers) throughout entire building to include any necessary fire main to the building all sprinklers, piping, supports, escutcheons, pressure tanks, valves, permit fees, etc. for a complete working system. System to comply with the current National Fire Protection Association NFPA13 requirements.
- 5.02.3.2 Installation to include providing and installing all piping, backflow preventer, pressure tank and any required appurtenances from on-site potable water system to building for complete operable system.
- 5.02.3.3 Fire Suppression System to include provision for Pumper Truck Refilling station; Coordinate fittings and configuration with Fire Department Staff

5.02.4 UTILITIES

- 5.02.4.1 Potable Water Supply System
 - 5.02.4.1.1 Design, Permit and Construct On-Site Water system to include Well, Submersible Pump, Bladder-Type Hydropneumatic Pressure Tank, wiring, piping, valves and all required components

for connecting system from new building in accordance with relevant rules and regulations.

5.02.4.1.2 Operable system must be capable of delivering 40 psi minimum pressure at most distant location under typical usage at cut-on pump cycle and/or fire suppression sprinkler system and associated NFPA 13 compliant storage vessel.

5.02.4.1.3 Iron/Hydrogen Sulfide/Hardness Removal Water treatment system expected

5.02.4.2 OSTDS (Septic) System

5.02.4.2.1 Design, Permit and construct a new OSTDS including all required components for connecting system from new building in accordance with relevant rules and regulations. Sod (performance turf, sod - Centipede) all disturbed areas.

5.02.4.2.2 Gravity System is acceptable if configurable and permissible by FDOH. Otherwise, install new duplex grinder station, including control panel and gravity line (piping) from building. Control panel to include mounting hardware/framework, visual and audible alarm, wiring, covers, conduit, etc. from control panel to building electric panel for working system. Environment One Corporation (E-one) system or approved equivalent.

5.02.4.3 Video/Data/Voice

5.02.4.3.1 Coordinate with local provider to install Video/Data/Voice connection in accordance with Provider's requirements at rear wall of building as shown on drawings.

5.02.4.3.2 Provide and Install conduit and respective cabling/wiring to all designated Port locations as shown on the drawings.

5.02.4.4 Communications – Phone

5.02.4.4.1 Coordinate with local provider to install Video/Data/Voice connection in accordance with Provider's requirements at rear wall of building as shown on drawings.

5.02.4.4.2 Provide and Install conduit and respective cabling/wiring to all designated Port locations as shown on the drawings.

5.02.4.5 Electricity

5.02.4.5.1 Coordinate with local provider to install Electricity Supply, Meter and Disconnect, if required, in accordance with Provider's requirements at rear wall of building as shown on drawings.

5.02.4.5.2 Provide and install conduit and respective wiring to Panels, Equipment, Lighting and all designated end-use locations as shown on the drawings.

5.02.4.5.3 Automatic transfer switch. Includes all wiring, components, and support structure for proper interconnection with Building Service Supply and Generator

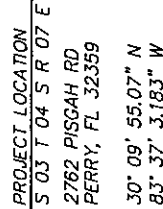
5.02.4.5.4 400-Amp Livery Bypass Meter Main Combination with Ringless Cover securely mounted to exterior rear wall of building as located on drawing; Siemens Model MM0404L1400RLM. Includes all circuits, wiring, components, and support structure for

- an operable system with proper interconnection with Building Electric Service Supply and transfer switch.
- 5.02.4.5.5 200-Amp electric main lug panel securely surface mounted to interior rear wall of Room 100 as located on drawing, Qty 2. Includes all circuits wiring, components, and support structure for proper interconnection with 400 Amp Main Panel and an operable system. Panel 1 to serve Building Equipment. Panel 2 to serve Non-Equipment services.

1-800-432-4770

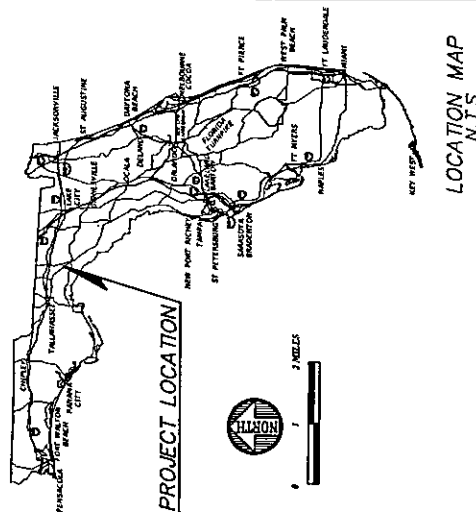
FIRE STATION #2
DESIGN/BUILD PROJECT
TAYLOR COUNTY PROJECT NO. 2020-003-ENG

SHEET NO.	SHEET DESCRIPTION
1	COVER AND CONTENTS OF SET
2	OVERALL SITE PLAN
3	SITE PLAN
4	FLOOR PLAN
5	ELECTRIC / PLUMBING PLAN



PROJECT DESCRIPTION	
	PROPOSED
TOTAL SITE AREA	3.22 AC
TOTAL BUILDING AREA	3,800 SF
BUILDING HEIGHT	1 STORY

DEPARTMENT OF FINANCIAL SERVICES
APPROPRIATION #FM539-ITF

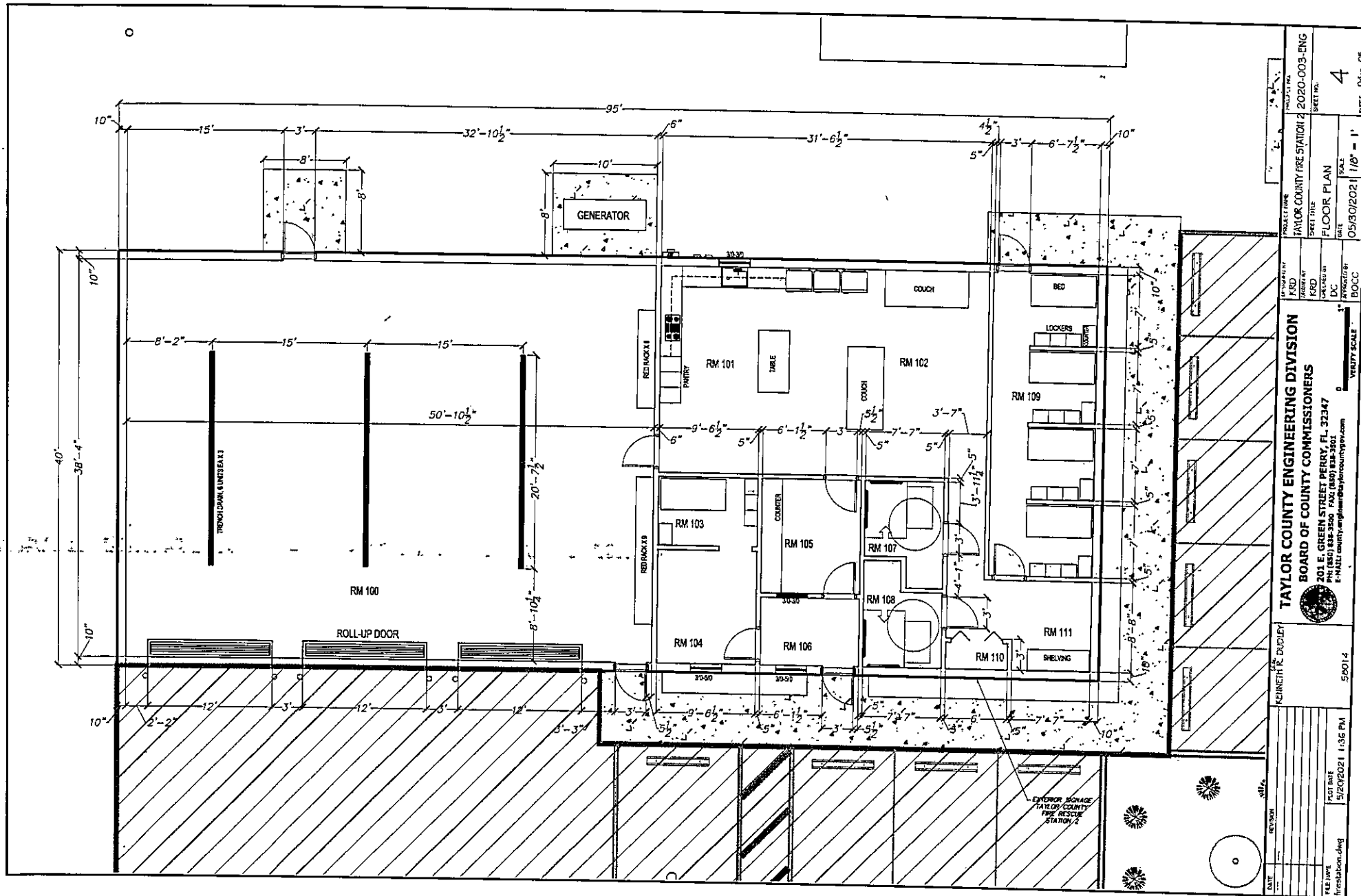


SHOP DRAWINGS TO BE SUBMITTED TO:
KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

DESIGN INTENT 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
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ON ANY ELECTRONIC COPIES.

NOTE: THE SCALE OF THESE
PLANS MAY HAVE CHANGED DUE TO
REPRODUCTION.



DATE	25/03/2021	SCALE	1/8" = 1"
FLOOR PLAN			
SHEET TITLE		SHEET NO.	
2020-003-ENG		4	
TAYLOR COUNTY FIRE STATION 2		2020-003-ENG	
PROJECT NAME		PROJECT NO.	
14		14	

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

SEAL
KENNETH R. DUDLEY

FILE NAME
firststation.dwg

