

**SUGGESTED ~~AMENDED~~ AGENDA**

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

**TUESDAY, AUGUST 16, 2022  
9:00 A.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

AWARDS/RECOGNITION:

4. MOVED TO ITEM NO. 21-A.

CONSENT ITEMS:

5. APPROVAL OF MINUTES OF JULY 26, AND AUGUST 1, 2022.
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER ALLOWING THE SHERIFF TO KEEP \$129,046.88 AS A BUDGET AMENDMENT, AS SUBMITTED BY SHERIFF PADGETT.
8. THE BOARD TO CONSIDER APPROVAL OF HIGHWAY AND BRIDGE/STRUCTURAL DESIGN PROPOSAL FROM CHW, INC., FOR THE RECONSTRUCTION AND RESURFACING OF ASH STREET, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
9. THE BOARD TO CONSIDER APPROVAL OF 2022-2023 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT AGREEMENT, IN THE AMOUNT OF \$93,750, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
10. THE BOARD TO CONSIDER APPROVAL OF THE FEMA CLOSEOUT PROJECT DR4337 PW 1697 FOR HURRICANE IRMA, AS AGENDAED BY JOHN LOUK, DIRECTOR OF EMERGENCY MANAGEMENT.
11. THE BOARD TO CONSIDER APPROVAL OF BUCKEYE REEF PERMIT-TAYLOR CO-BUCKEYE-REEF-EXTEND AND EXPAND, SAJ-1995-05915, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

BIDS/PUBLIC HEARINGS:

12. THE BOARD TO RECEIVE BIDS FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.



PUBLIC REQUESTS

13. JOHN COLLINS, AVCON, INC. TO APPEAR TO UPDATE THE BOARD ON CURRENT AND UPCOMING AIRPORT ACTIVITIES AND PROJECTS AT PERRY-FOLEY AIRPORT.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

14. THE BOARD TO CONSIDER APPROVAL OF INSURANCE COMMITTEE RECOMMENDATION FOR THE RENEWAL OF THE COUNTY'S HEALTH INSURANCE PLAN, AS AGENDAED BY GARY KNOWLES, CLERK.
15. THE CLERK TO DISCUSS TAX DEED APPLICATION NO. 22-014, PLACED ON LIST OF "LAND AVAILABLE FOR TAXES".

COUNTY STAFF ITEMS:

16. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION AND SUPPORTING DOCUMENTS REQUIRED FOR SUBMISSION, REQUESTING FUNDING ASSISTANCE IN THE AMOUNT OF \$200,000, FOR THE TAYLOR COUNTY SPORTS COMPLEX FOR 2023-2024 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FUNDING CYCLE, AS AGENDAED BY MELODY COX, GRANTS WRITER.
17. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT, IN THE AMOUNT OF \$9,500, AND ADOPTION OF AUTHORIZING RESOLUTION, FOR FINANCIAL PROJECT NUMBER 431357-2-94-23 PERRY-FOLEY AIRPORT WILDLIFE HAZARD MANAGEMENT ASSESSMENT AND PLAN, AS AGENDAED BY THE GRANTS WRITER.
18. THE BOARD TO CONSIDER APPROVAL OF THE FDOT PUBLIC TRANSPORTATION GRANT AGREEMENT, IN THE AMOUNT OF \$1,000,000, AND ADOPTION OF AUTHORIZING RESOLUTION, FOR FINANCIAL PROJECT NUMBER 441953-1-94-23 PERRY-FOLEY AIRPORT DESIGN AND REHAB APRON PROJECT, AS AGENDAED BY THE GRANTS WRITER.
19. THE BOARD TO CONSIDER APPROVAL OF TAYLOR COUNTY JAIL HOUSING ADDITION AND REHAB PROJECT DESIGN/BUILD REQUEST FOR PROPOSALS (RFPS) PACKAGE/ADVERTISING, AS AGENDAED BY THE COUNTY ENGINEER.

GENERAL BUSINESS:

20. THE BOARD TO DISCUSS HODGES PARK RENOVATION, AS AGENDAED BY COMMISSIONER FEAGLE.
21. THE BOARD TO DISCUSS BOARD ROOM MICROPHONES, AS AGENDAED BY COMMISSIONER FEAGLE.
- 21-A. THE BOARD TO DISCUSS ADOPTION OF RESOLUTION TO RHETT WILLINGHAM IN RECOGNITION OF HIS HEROIC ACTS OF JUNE 30, 2022, AS AGENDAED BY COMMISSIONER FEAGLE.

COUNTY ADMINISTRATOR ITEMS:

22. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM LANDFILL FUND RESERVES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
25. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

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

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

7

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE: Budget Amendment for TCSO



MEETING DATE REQUESTED: 08/15/2022

Statement of Issue: Allow Sheriff to keep \$129,046.88 as a budget amendment.

Special Deputies- \$26,050.00

BBCBC Mobile Crisis - \$43,330.00

Guardian Grant - \$98,663.88

Recommended Action:

Fiscal Impact: n/a

Budgeted Expense:

Submitted By: Sheriff Wayne Padgett


Contact: Undersheriff, Marty Tompkins

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: n/a

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b> 	COMMISSIONERS TO CONSIDER APPROVAL OF HIGHWAY AND BRIDGE/STRUCTURAL DESIGN PROPOSAL FROM CHW, INC. FOR THE RECONSTRUCTION & RESURFACING OF ASH STREET.
<b>MEETING DATE REQUESTED:</b>	August 16, 2022

**Statement of Issue:**

The Board of County Commissioners is currently under contract with CHW, Inc. (CHW) to provide Highway and Bridge/Structural Design Services. In accordance with the terms and conditions of that contract, CHW is proposing to prepare plans and specifications to reconstruct and resurface Ash Street as part of the Florida Department of Transportation’s (FDOT) Small County Outreach Programs.

**Recommended Action:** Staff recommends that the Board accept and approve CHW Consulting Engineers, Inc.’s proposal to provide design services for the reconstruction & resurfacing of Ash Street.

**Fiscal Impact:** FISCAL YR 2022/23 - \$2,146,431 SCOP Funding  
\$266,765.73; CHW proposal

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DEPARTMENT

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

In February of 2020, the Board of County Commissioners executed a contract with CHW, Inc. to provide Professional Engineering Services specific to Highway and Bridge/Structural Design through September of 2024. Late last year, the Board also entered into a reimbursement agreement with the FDOT to provide the Board \$2,146,431 through the Small County Outreach Program to be used for the reconstruction & resurfacing of Ash Street from US HWY 19 to Helen Street, approximately 1.78 miles. This funding will be used to support the proposed design services, the eventual construction effort and the associated Construction Engineering Inspection.

Under their not to exceed proposal, it will be CHW’s responsibility to evaluate the current condition of the roadway and to undertake all aspects required to prepare the construction plans and associated specifications that will govern improvements to provide a structurally suitable roadway that is also compliant with current design and safety requirements. The objective of the project is to resurface and widen the approximate 1.78-mile stretch of road from its current 18 ~ 22 ft varying width to a 22 and 24 ft wide travel way. Improvements will also be made to stormwater management components, shoulders, sidewalks, signage, pavement markings and roadside protection devices. CHW anticipates beginning design services once their proposal is approved and completing such activities within nine months.

**Options:**

- 1) Accept and approve CHW, Inc.'s proposal in the amount of \$266,765.73.
- 2) Deny CHW's proposal and state reasons for such denial.
- 3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commisisoners.

**Attachments:**

CHW, Inc. Proposal  
CHW Task Order

July 29, 2022  
(revised)

Kenneth Dudley, PE  
County Engineer  
Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347

RE: Professional Consulting Services  
Ash Street – Widening/Resurfacing  
FIN ID #443406-1-54-01  
FDOT Small County Outreach Program (SCOP) Project  
Total Project Budget = \$2,146,431

Dear Mr. Dudley;

We appreciate this opportunity to provide you with professional consulting services for the Ash Street widening/resurfacing project. Our understanding of the project is as follows:

*Ash Street is a 1.78 mile roadway in Taylor County. The project focuses on the segment between State Road 19 and North Helen Street. The roadway is generally two lanes with 9 to 11 foot lanes, depending on the segment. The corridor has three distinct segments, each with different characteristics.*

*Between U.S. 19 and North Jefferson Street (approximately 0.85 miles east of U.S. 19), the roadway is approximately 20 feet with open drainage swales. This segment has a sidewalk on the north side of the roadway. The segment has a railroad crossing approximately 0.42 miles east of U.S. 19.*

*The segment from North Jefferson Street to North Peacock Street is 20 feet wide with open drainage swales. There are no sidewalks or pedestrian accommodations, other than at the North Jefferson Street/North Peacock Street intersection.*

*The eastern segment of the roadway, between North Peacock Street and Helen Street, is much narrower than the other segments of Ash Street. The pavement width varies but is generally less than twenty feet and is as narrow as 14 feet in some areas. This segment of the corridor also has substantial trees adjacent to the pavement. At some locations, the roadway centerline alignment shifts to avoid the trees.*

*The adjacent property along all three segments is primarily residential, with a couple of non-residential uses. The east end of the corridor is Helen Street. Helen Street is marked by signs indicating that Helen Street is not maintained by Taylor County or the City of Perry. The intersection of Ash Street and Helen Street is also the end of the paved surface.*

*Based on the information you provided, it is our understanding that Taylor County has secured \$2,146,431.00 in funding from FDOT for the design and construction of the proposed roadway improvements.*

**Notable issues along the corridor:**

**Railroad corridor (0.42 miles east of U.S. 19) –** *The crossing is signal control with gates. The pavement through the crossing does not appear to meet current standards or conventions. The sidewalk on the north*

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side of the roadway has a material change through the tracks from concrete to asphalt. The longitudinal grade may not meet current standards (based on field observations.)

**Intersections of North Jefferson Street and North Peacock Street** – Ash Street is the minor movement at both intersections. The intersection of North Jefferson Street is signalized with mast arm structures. There are pedestrian accommodations on each approach. There is a raised traffic separator/channelization device on the southwest corner that appears to delineate the edge of pavement and pedestrian route. North Peacock Street is a two-way stop sign controlled for Ash Street.

**Sidewalk, U.S. 19 to North Jefferson Street** – Based on field observations, much of the sidewalk appears to exceed cross slope standards. The cross slope will be evaluated as part of the survey work and recommendations for remediation, if necessary, will be provided to Taylor County

**Drainage Structure at Pimple Creek (0.92 miles east of U.S. 19)** – The 3 box culvert bridge at Pimple Creek was reviewed during the site walk through in preparation of this scope of service. A review of the FDOT bridge evaluation report completed in January 2020 indicates a high rating, with the bridge not being structurally deficient or functionally obsolete. With these findings, this scope will focus on pavement replacement and include an updated bridge inspection to ensure structural adequacy. However, during the field visits, the guardrail system was observed to be failing at points. This scope will include services to replace the guardrail system along the bridge and ensure that the guardrail meets current standards.

**Trees Along the East End of Project** – The project scope includes widening the east end of the roadway corridor. Based on the County's desired pavement width through this section, the tree will be impacted.

Our approach will be to gather complete data and conduct a thorough review of existing conditions and proposed improvements. Thorough pertinent data used appropriately during the design has the potential of providing cost savings during the construction.

## **Permits**

Based on field reviews in preparation for this proposal, approval of a permit exemption is expected by the Suwannee River Water Management District (SRWMD). The SRWMD is expected to forward the application to the Florida Department of Environmental Protection (FDEP) for inclusion in the process. CHW will request an exemption letter from the SRWMD, FDEP, as well as the Army Corps of Engineers (USACE) for verification and Taylor County records.

If the roadway and related improvements necessitate additional permitting, the effort may be subject to the authority of the additional regulatory agencies. Any permitting beyond the SRWMD, FDEP, and USACE permit exemption will require an additional scope and fee.

## **CHW will provide the following Scope of Services:**

### **A. Professional Surveying Services:**

CHW will prepare Topographic Route Survey for the referenced project, consisting of approximately 1.8 linear miles along Ash Street, between State Road 19 and North Helen Street. The survey will meet the requirements listed below.

#### **1. DRAWING REQUIREMENTS:**

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- a. Map to meet Standards of Practice requirements as outlined in 5J-17, Florida Administrative Code.
  - b. Drawing sheets shall be trim size 11" x 17" at 1"= 40' Graphic Scale.
  - c. Show NORTH arrow and locate North at the top of the sheet.
  - d. Include legend of symbols and abbreviations used on the drawing(s).
  - e. The survey should be registered to the Florida State Plane Coordinate System (NAD 1983\_Florida North\_FIPS\_0903 US feet datum) and all distances and coordinates delineated using the U.S. Survey foot.
  - f. Elevation datum shall be based on the NAVD 88. State source of information.
  - g. Furnish to the Client one electronic version in C3D 2018 (or later) format and two (2) prints of each drawing. Each drawing shall be signed and sealed by a Licensed Land Surveyor

## **2. SURVEY REQUIREMENTS:**

- a. The survey shall meet Standards of Practice requirements as outlined in 5J-17, Florida Administrative Code.
- b. All necessary boundary information, property corners, ingress/egress/drainage easements, R/W monuments, and a tie to an identifiable land boundary corner, the Section, Township, and Range, and County and basis of bearings.
- c. Survey limits shall extend to the 10' beyond the right-of-way.
- d. Survey limits shall include no less than 100 ft of any intersecting/side streets/roads/alleyways/etc. beyond the project roadway right-of-way.
- e. All control points used for the topographic survey shall be checked with a closed level loop with error of misclosure not to exceed  $\pm 0.05$  ft. times the square root of the distance in miles.
- f. Locate or establish Permanent Control Point at the centerline of Ash Street at its intersection with Helen Street & Byron Butler Pkwy along with each of the intersecting right-of-ways, and when applicable, at each PC, PT, PI, points of Superelevation, etc., and at minimum 1000' intervals (@ +00 stations) with description and elevation to nearest 0.01 ft.
- g. Minimum of two (M.T.S.) permanent benchmarks on site per 10 acres; or one benchmark per 1,100 ft of roadway, whichever is greater, with description and elevation to nearest 0.01 ft. Include a permanent benchmark in close proximity to each roadway drainage structure; label drawing with description and elevation to nearest 0.01 ft.
- h. Contours at 1 foot intervals; error shall not exceed one-half contour interval. Spot elevations on all impervious surfaces.
- i. Full cross-section every 100 feet of roadway, each PC, PT, PI, points of Superelevation, centerline of drainage structure(s) and any identifiable grade breaks.
- j. Location and description of structures, above ground, man-made (i.e. paved/concrete areas/guardrail/barrier walls/mailboxes/etc.) and natural features; all ground-floor elevations and elevations at each entrance of buildings on the property.
- k. Location, description, size, type (sign number) of all signage. Drawing information example: 24" Stop Sign, R1-1.
- l. Location, description and orientation of all Pavement Markings, Messages, Crosswalks, Gores, Arrows, etc.
- m. Owner, location, description and size of fire hydrants within the survey limits including the size of the water main serving each.
- n. Owner, location, description, and size of water and gas mains and all other utilities or manholes that may be on site.
- o. Owner, location and characteristics of power, site lighting and communications systems above and below grade.
- p. Owner, location, description, and size of all utility structures, valves, meters, manholes, manhole dimensions, inverts, hand holes, markers and stub outs of all utility lines.
- q. Location, description, size, type (RCP, CMP, etc.), and inverts of flow line of each storm water drainage structure, inlet, or culvert along with type and dimensions of any existing headwalls, mitered end sections, etc.



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- r. Owner, location, description, size, depth, and direction of flow of sanitary sewers, combination sewers, drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.
  - s. Location of tree lines, clustered vegetation and all trees 8" or larger within the right-of-way limits and give species in common name (or minimum regulatory agency standard).
  - t. Visible right-of-way monuments.
  - u. Locate and map all wetland flags as delineated by others.

**Note: This fee proposal does not include the excavation of underground utilities. During the design phase, should the team identify areas where utilities need to be excavated, we will provide a separate proposal for the service.**

#### **B. Drainage and Pavement Evaluation Services:**

CHW will subcontract with GSE Engineering and Consulting, Inc. to perform the following services:

- Roadway borings and pavement cores to support pavement design and widening/resurfacing recommendations.
- Borings to provide soils data to support drainage design.
- LBR tests.

Boring frequency and depth will be based on the recommendations of a Professional Engineer at GSE. A copy of the proposal and fee backup is attached.

#### **C. Environmental Services:**

CHW will sub-contract with Environmental Resource Solutions (ERS) to perform the services described below. Based on field observations, the project is expected to be exempt from permitting requirements by the Suwannee River Water Management District.

- A preliminary gopher tortoise survey, as well as a threatened and endangered species survey.
- Wetland determination and if necessary, delineation of wetlands.
- Attendance at meetings related to the above listed items.
- ERS will provide a 100% gopher tortoise survey for this project within 60 days before the start of construction.

If gopher tortoises are identified within the project corridor during the 100% gopher tortoise survey, ERS will be engaged to perform the subsequent permitting and relocation services via an additional services proposal. These services are not included in this proposal because the associated fees vary depending on the number of tortoises which cannot be quantified at this time. As an example, for budgeting purposes, if five gopher tortoises are identified within the project corridor and require relocation, ERS' fees for permitting and relocation will be in the ballpark of \$15,000.00

Wetlands impacts are not anticipated based on the field visit in preparation for this proposal. However, if wetlands are identified, wetland mitigation costs are not included in this proposal, and an additional scope and fee will be necessary after impacts are clearly defined.

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#### **D. Roadway Design Services:**

CHW's approach to design will include the early and thorough examination of existing conditions, design criteria, and potential problems, with the goal of containing or reducing construction costs and reducing the number of issues that could arise during construction. CHW will utilize experience gained with previous Taylor County jobs to anticipate problems that may arise and address them during project design.

1. Project Design Scope (i.e. Design Report) – CHW will begin the project design activities with a field visit and the completion of a Project Design Scope (PDS). The PDS will be based on a similar FDOT procedure for the review and documentation of existing conditions and design criteria, and the identification of potential problems that will subsequently be examined and resolved as needed before detailed design begins. The proposed improvements will be designed to be consistent with the 2018 edition (or latest edition at the time of contract approval) of the *FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways*, also known as the Florida Greenbook.
2. Site Visits – CHW will conduct field visits as needed throughout the design to gather and confirm data and design details.
3. Meetings – CHW will attend meetings as needed to coordinate the project with Taylor County and any other relevant entities. No formal meetings are expected prior to the submittal of the 60% plans.
4. Roadway Design – Full design will incorporate a topographic survey and other available data including the results of the PDS. The design will be consistent with the 2018 (or current at the time of contract authorization), edition of the *FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, also known as the Florida Greenbook.
5. Drainage Analysis – CHW will conduct the necessary drainage analysis to maintain proper drainage on the project, and meet FDOT, Suwannee River Water Management District, and Army Corps of Engineers requirements.
6. Design Exceptions – The proposed improvements will be designed to be consistent with the Florida Greenbook. If the proposed improvements cannot meet the two controlling design elements for low speed (Design Speed < 50 mph) roadways as specified in the Florida Greenbook, a Design Exception will be needed. Per the Greenbook, any required design exception or variation for this project would require approval from Taylor County's designated Professional Engineer. Should any design exceptions and variations be needed, CHW will prepare, submit, and administer the proper documentation in accordance with the Florida Greenbook documentation and submission requirements.
7. Roadway Plans – CHW will produce plans (electronically and 11x17 hardcopy) in accordance with typical standards. Roadway plans will include typical sheets such as the cover sheet, general notes, legend, SWPP sheets, typical sections, plan and profiles, cross sections, and construction details. CHW will submit plans for review at 30%, 60%, 90%, and 100% design milestones unless otherwise requested by Taylor County or by FDOT. The content of the milestone plan sets will be generally consistent with FDOT procedures (FDOT Design Manual). The 30% plans will show only the survey with a 30% plan view design (no profile, cross sections, etc.) and will be submitted as a pdf only.
8. Utility Coordination – CHW will coordinate with utilities having facilities within the project corridor to ensure that any potential conflicts are identified and addressed as required. Utility coordination will begin no later than 60% plans. The Contractor will be responsible for any necessary utility relocations; utility relocations will be shown on the construction plans and coordinated with utilities during the design process.
9. Cost Estimating – CHW will provide a cost estimate with each milestone submittal beginning with the 60% submittal. The cost estimate will be used initially as a tool for gauging whether proposed improvements fit

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within the available budget so that adjustments can be made as needed, and ultimately for estimating the total cost of construction prior to bidding.

Should the results of the cost estimating indicate that the proposed improvements do not fit within the available budget, CHW will work with the County to identify additional ways to reduce the construction cost. The cost estimate will utilize FDOT pay items and will include calculated quantities. Quantities can also be shown in the plans as needed or desired in the form of Summary of Quantities sheets.

10. Quality Assurance – CHW has implemented a quality assurance procedure that has multiple quality review steps built into it spanning the life of a project. The procedure begins with the initial internal kick-off of the project and aims to ensure proper communication of and attention to details throughout the project. The procedure also includes a comprehensive quality control review of the plans.

#### **E. Structural Services:**

CHW will sub-contract with Ayres Associates will complete a routine, structural, hands-on inspection of Bridge No 380065 (Ash Street at Pimple Creek) to evaluate the existing structure to ensure the structural adequacy. This inspection will meet the requirements of the typical documents covering inspection standards of practice as listed in the contract scope of service. A qualified individual will be present at the bridge site to supervise the inspection at all times. The final bridge inspection memo will be sealed by a Professional Engineer confirming the accuracy and completeness of the report contents.

If through the inspection it is determined that the structure is deficient and must be repaired or replaced, the structural design services, associated roadway design, and permitting will be complete through an additional scope and fee.

#### **F. Permitting Services:**

CHW will complete an application to the SRWMD for a permit exemption for the project, which is expected to be forwarded to FDEP. Based on field reviews, the project appears to qualify for an exemption. This assumption is in part based on a cursory review of the bridge structure at Pimple Creek and a review of State of Florida documents. If as a result of the detailed inspection the structure is determined to be inadequate, additional permitting services may be required. Those additional services include the following:

1. Administer a pre-application meeting with SRWMD and FDEP, as needed.
2. Administer a pre-application meeting with ACOE, if needed.
3. Prepare, submit, and administer the SRWMD General Permit application, if required.
4. Prepare, submit, and administer the ACOE Nationwide Permit or Standard application, if required.

Gopher tortoise permitting is discussed in the Environmental Services section.

#### **G. Post Design Construction Services**

CHW will provide the following services after the completion of the design:

1. Supplemental / Technical specifications for inclusion with the bid documents, if required.
2. Description of the work, as needed, for inclusion in the County's bid package. The County will advertise the project. The description of the work shall consist of text provided in an email format for the client to utilize in preparation of the bid documents.

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3. Attendance at a pre-bid meeting.
  4. Attendance at other meetings as needed.
  5. Response to questions during bidding and issuance of addenda as needed.
  6. Participate (EOR) in the bid review as needed.
  7. Attendance at a pre-con meeting (attendance only, meeting to be planned and facilitated by CEI Consultant).
  8. Shop drawing review.
  9. Response to RFIs during construction.

All subsequent activities during the construction phase will be handled by the CEI Consultant.

#### **H. Summary of Deliverables**

As described above, the following deliverables will be provided to the County:

1. Project Design Scope document.
2. Bridge Inspection/Condition Summary report.
3. SRWMD permit exemption letter.
4. Design Plans at 30% (pdf only), 60%, 90%, and 100% milestones.
5. Technical Specification Package at 90% and 100% milestones as required (includes any required supplemental specifications).
6. Cost Estimate at 60%, 90%, and 100% milestones.
7. Documentation of issued permits and any necessary utility work schedules.

#### **I. Project Schedule**

CHW will provide a detailed project schedule upon receipt of notice to proceed.

#### **J. Fees:**

##### **Professional Fees:**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Fee</u></b>
A.	Surveying Services (by CHW)	\$ 34,560.00
B.	Soils, Drainage and Pavement Evaluation Services (by GSE)	\$ 28,500.00
C.	Environmental – Wetlands, Mitigation, Threatened & Endangered Species (by ERS)	
	<i>Task 1 - Wetland Delineation and Field Assessment</i>	\$ 4,427.64
	<i>Task 2 - Gopher Tortoise Survey (if needed)</i>	\$ 1,239.77
	<i>Task 3 - Gopher Tortoise Permitting (if needed)</i>	\$ 1,136.03
	<i>Task 4 - Environmental Resource Permitting (if needed)</i>	\$ 6,235.58
	<i>Task 5 -Federal Clean Water Act Permitting (if needed)</i>	\$ 6,111.71
	Subtotal: Environmental by ERS	\$ 19,150.73
D.	Roadway Design Services, including Permit Exemption Application (by CHW)	\$ 160,980.00
E.	Structural Design Services -Bridge Inspection (by Ayres Assoc.)	\$ 6,800.00
G.	Post Design / Construction Administration Services (by CHW)	\$ 16,775.00
	<b>Total</b>	<b>\$266,765.73</b>

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The above-described services will be provided for the lump sum fee of **\$ 266,765.73**. Invoices will be submitted periodically based on the percentage of services completed to date.

We trust this proposal meets with your acceptance and approval. Please return a purchase order or other authorization to proceed. Otherwise, please call to discuss. As always, we look forward to working with you on this project.

Sincerely,  
**CHW**

A handwritten signature in blue ink, appearing to read "James K. Harriott, Jr.", is written over a faint, larger signature.

James K. Harriott, Jr., PE  
Director of Engineering, Transportation + Public Projects

Attachments

- CHW - FDOT Fee Spreadsheet –Summary
- CHW Post Design/Construction Services Spreadsheet
- GSE Scope for Geotechnical Services
- GSE Geotechnical Fee Calculation
- ERS Scope for Environmental Services
- ERS FDOT Fee Spreadsheet
- Ayers Associates – Task Order No 2 Scope and Fee

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Ash Street Widening/Resurfacing - 9/10 foot lane to 12 foot lanes (11 foot lanes on local section)  
County: Taylor County  
FPN: 443406-1-54-01  
FAP No.: 54321

Consultant Name: CHW Professional Consultants  
Consultant No.: 22-0092  
Date: 7/13/2022  
Estimator: James K. Harriott, Jr., P.E.

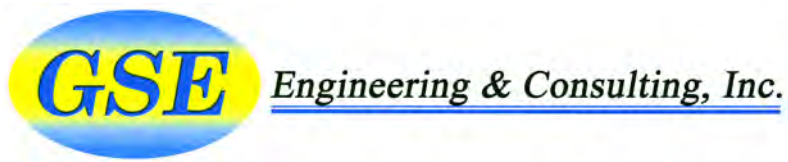
Staff Classification	Hours From "SH Summary - Firm"	Princial/PE	Director	Senior Project Manager	PM/PE	Project Engineer	Senior CADD	Project Coordinator	Project Assistant	2 Man Field Crew	Prof Surv/Map	Senior CADD - Survey	Staff Classi- fication 12	SH By	Salary Cost By	Average Rate Per
		\$225.00	\$175.00	\$160.00	\$140.00	\$115.00	\$105.00	\$65.00	\$60.00	\$145.00	\$140.00	\$90.00	\$0.00	Activity	Activity	Task
3. Project General and Project Common Tasks	20	0	2	4	0	14	0	0	0	0	0	0	0	20	\$2,600	\$130.00
4. Roadway Analysis	248	2	17	30	37	57	99	0	5	0	0	0	0	247	\$30,655	\$124.11
5. Roadway Plans	304	3	21	36	46	70	122	0	6	0	0	0	0	304	\$37,770	\$124.24
6a. Drainage Analysis	225	5	5	23	90	45	56	0	2	0	0	0	0	226	\$29,455	\$130.33
6b. Drainage Plans	40	1	1	4	16	8	10	0	0	0	0	0	0	40	\$5,250	\$131.25
7. Utilities	26	0	1	2	8	8	6	0	1	0	0	0	0	26	\$3,225	\$124.04
8. Environmental Permits,and Env. Clearances	12	0	1	2	6	2	0	0	0	0	0	0	0	11	\$1,565	\$142.27
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
19. Signing & Pavement Marking Analysis	77	1	5	10	12	18	31	0	0	0	0	0	0	77	\$9,705	\$126.04
20. Signing & Pavement Marking Plans	41	0	2	5	7	10	16	0	0	0	0	0	0	40	\$4,960	\$124.00
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
27. Survey (Field & Office Support)	268	0	8	0	0	0	0	0	4	136	48	72	0	268	\$34,560	\$128.96
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
36. 3D Modeling	332	0	0	17	0	0	315	0	0	0	0	0	0	332	\$35,795	\$107.82
Total Staff Hours	1,593	12	63	133	222	232	655	0	18	136	48	72	0	1,591		
Total Staff Cost		\$2,700.00	\$11,025.00	\$21,280.00	\$31,080.00	\$26,680.00	\$68,775.00	\$0.00	\$1,080.00	\$19,720.00	\$6,720.00	\$6,480.00	\$0.00		\$195,540.00	\$122.90

Check = \$195,540.00

SUBTOTAL ESTIMATED FEE:				
	Surveying (by CHW)			\$34,560.00
	Roadway Design Services (by CHW)			\$160,980.00
	Subtotal Estimated Fee (by CHW)			\$195,540.00
Subconsultant:	ERS (A Division of SES Energy Services, LLC)			
	Task 1 - Wetland Delineation and Field Assessment			\$4,427.64
	Task 2 - Gopher Tortoise Survey (as needed)			\$1,239.77
	Task 3 - Gopher Tortoise Permitting (as needed)			\$1,136.03
	Task 4 - Environmental Resource Permitting (as needed)			\$6,235.58
	Task 5 - Federal Clean Water Act Permitting (as needed)			\$6,111.71
Subconsultant:	ERS			\$19,150.73
Subconsultant:	Ayres Assoc.			\$6,800.00
Subconsultant:	GSE			\$28,500.00
SUBTOTAL ESTIMATED FEE:				
Post Design/Construction Administration Service (by CHW)				\$16,775.00
GRAND TOTAL ESTIMATED FEE:				\$266,765.73

April 5, 2022

<b>Ash Street - Taylor County</b> Post Design/Construction Administration Service - Fee Spreadsheet April 5, 2022		CHW Construction Services								Total	
		Principal/ PE	Director Const. Services	Constr. Proj. Manager	Sr. Inspector/ Supervisor	Inspector	Project Coordinator	Project Assistant	Subtotal	Subtotal	
		\$225.00	\$175.00	\$125.00	\$100.00	\$85.00	\$65.00	\$60.00	Hours	Cost	
<b>Professional Services</b>											
<u>Construction Services</u>											
E. Post Design / Construction Administration Services:											
1. Supplemental / Technical specifications for inclusion with the bid documents, if required.				6			2		8	\$880.00	\$880.00
2. Description of the work, as needed, for inclusion in the County's bid package. The County will advertise the project. The description of the work shall consist of text provided in an email format for the client to utilize in preparation of the bid documents.				2					2	\$250.00	\$250.00
3. Attend pre-bid meetings				6			6		12	\$1,140.00	\$1,140.00
4. Attend other meetings as needed				20			6		26	\$2,890.00	\$2,890.00
5. Respond to bid questions and issue addenda as needed				6			2		8	\$880.00	\$880.00
6. Participate (EOR) in bid review as needed				6			1		7	\$815.00	\$815.00
7. Attend pre-con meeting (attendance only, meeting to be planned and facilitated by CEI Consultant)				6			6		12	\$1,140.00	\$1,140.00
8. Shop drawing review				4			2		6	\$630.00	\$630.00
9. Respond to RFIs during construction				60			10		70	\$8,150.00	\$8,150.00
<b>Subtotal</b>		0	0	116	0	0	35	0	151	\$16,775.00	\$16,775.00
<b>Total Lump Sum</b>											<b>\$16,775.00</b>



March 11, 2022

James Harriot, P.E.  
CHW Professional Consultants  
11801 Research Drive  
Alachua, Florida 32615

Proposal for a Roadway Soil Survey  
**Ash Street Improvements**  
Perry, Taylor County, Florida  
GSE Proposal No. 2022-150

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this proposal for providing a geotechnical exploration for a roadway soil survey at the Ash Street improvement project in Taylor County, Florida.

This proposal outlines our understanding of the project, presents our proposed scope of services, and contains a schedule and our fees for providing these services.

### **PROJECT DESCRIPTION**

We understand that the existing 9- to 10-foot wide asphalt paved roads are being widened to 12-foot lanes with the easternmost segment widened to 11-feet. The shoulder width and clear zone will be designed to match the traffic volume and design speed. The existing sidewalk on the north side of the roadway will be repaired or replaced as necessary to meet current standards. The total project length is approximately 1.78 miles and extends from US 19 to North Hellen Street. You provided an aerial photograph showing the locations of the roadway and a scope for Geotechnical services.

The County has assumed that year 2022 traffic volumes will be 1,500 ADT and 500 ADT for the urban collector and local sections, respectively. We understand the traffic should be assumed to include 15% truck traffic. According to the County, the posted speed is 30 to 35 MPH. We understand you are going to try and maintain and/or improve the existing open drainage. The swales will be used for drainage and there are no stormwater ponds proposed at the time of this proposal.

The most recent FDOT inspection of the box culvert at Pimple Creek indicates the structure is not structural or functionally obsolete. We are not providing any geotechnical services related to the box culvert

GSE reviewed aerial and street view photographs on Google Earth. The existing roadways are, 2-lanes and approximately 9- to 10-foot wide with swales along the sides of the roadway.

We propose to perform our geotechnical explorations in general compliance with your request. We propose to perform borings at 100 feet spacing. The borings will be staggered on either side of the roadway. Every 5<sup>th</sup> boring will be performed to a depth of 15 feet bls.

**GSE Engineering & Consulting, Inc.**  
**5590 SW 64<sup>th</sup> Street, Suite B**  
**Gainesville, Florida 32608**  
**352-377-3233 Phone • 352-377-0335 Fax**  
**[www.gseengineering.com](http://www.gseengineering.com)**



We believe we can access the site with limited access or manual drilling equipment. We propose to perform a geotechnical exploration and provide a roadway soil survey and report of auger borings. The following sections outline our proposed scope of services.

### **PROPOSED SCOPE OF SERVICES**

The following proposed scope of services is based on our review of the provided information and our experience with similar projects.

- Perform a walking inspection of the roadway to mark the locations for testing.
- Clear utilities at the site through Sunshine One Call.
- Mobilize to the site with limited access drilling equipment.
- Provide maintenance of traffic (MOT) which will consist of “construction ahead” signs and coning off the areas where soil borings are to be performed. Flagmen are **not** included as part of our proposed MOT for the soil borings since they will be performed on the shoulder. However, flagmen will be required for the pavement cores since they will be performed within the roadway.
- Performed five (5) asphalt pavement cores and associated base depth checks. The base depth checks will extend a minimum of 1 foot below the limerock base, if present. The asphalt cores will be backfilled with the soil cuttings and patched with cold patch. The patches should be considered temporary.
- Perform ninety-four (94) auger borings to depths of 5 to 15 feet below land surface (bls) along the shoulders of the roadway. Seventy-six (76) borings will be performed to a depth of 5 feet and eighteen (18) borings will be performed to a depth of 15 feet bls.
- Collect five (5) bulk grab samples of near surface soils for Limerock Bearing Ratio (LBR) tests.
- Although no structures are planned currently, collect two (2) samples for corrosion series testing.
- Upon completion of the field testing, we will backfill the boreholes with the soil cuttings.
- Perform visual classification of the soil samples obtained from the soil borings to confirm field classifications.
- Perform soil laboratory classification tests on representative samples, as considered appropriate. These tests may include the percent passing the No. 200 sieve, natural moisture content, LBR, corrosion series, constant head hydraulic conductivity tests, and Atterberg Limits tests.

Our services will be provided under the direction of a Geotechnical Engineer registered in the State of Florida. The results of the roadway evaluation will be presented in a geotechnical engineering report. This report will specifically address the following items:

- Existing site conditions.
- Exploration, testing and sampling methods.
- Subsurface soil conditions encountered and AASHTO soil classifications, including any unsuitable materials encountered.

- Depth to groundwater at the time of the exploration and estimated seasonal high, if encountered.
- Discussion on the suitability of in situ soils for use as roadway subgrade and/or base as defined by FDOT.
- A discussion on the results of the asphalt pavement cores and the equivalent Structural Number (SN) of the roadway section at each core location.
- Recommendations for improvements/paving of the roadway.
- Recommended soil and groundwater parameters to assist in the stormwater management facility designs. These parameters include the following:
  - Base elevation of effective or mobilized aquifer (feet below land surface).
  - Normal seasonal high groundwater table and actual observed water table at the time of drilling within the pond(s) footprint (feet below land surface).
  - An estimate of the average weighted horizontal hydraulic conductivity and unsaturated vertical infiltration rate (feet/day) for mobilized aquifer.
  - Specific yield or fillable porosity of mobilized aquifer (%).

### **PROJECT SCHEDULE**

Based upon our current schedule we can mobilize within 3 to 4 weeks to begin the roadway assessment. We anticipate completing our evaluation and issuing our report within 5 to 6 weeks of authorization. We will verbally transmit our findings and conclusions as they become available and are developed prior to the report submission.

### **FEE**

Based upon our understanding of the project and scope of work presented above, we can perform the pavement evaluation for a lump sum fee of **\$28,500**. If additional services are required, these could be provided as an addendum to this proposal. We will not exceed our fee without your prior authorization for an increase in our scope of services.

### **AUTHORIZATION**

To formally authorize us to proceed with this project and to complete our files, please execute and return to us a copy of the attached Professional Services Agreement.

## **CLOSURE**

We appreciate the opportunity to submit this proposal and we look forward to the possibility of working with you on this and future projects. If you have any questions, or if we can provide any additional information, please call us.

Sincerely,

**GSE Engineering & Consulting, Inc.**



Jason E. Gowland, P.E.  
Senior Engineer



Kenneth L. Hill, P.E.  
Principal Engineer

*JEG/KLH:hmp*

*Q:\Proposals\2022 Proposals\2022-150 Ash Street Improvements\2022-150 Roadway Soil Survey Proposal.doc*

Attachment: Professional Services Agreement (1)

Distribution: Addressee (1)  
File (1)



- Fax (352) 377-0335
- Email [admin@gseengineering.com](mailto:admin@gseengineering.com)

## Professional Service Agreement

### Section I.

THIS AGREEMENT, made and entered into by and between GSE Engineering & Consulting, Inc. (GSE) and the Client identified herein, provides for professional services described under the attached Proposal No. 2022-150 dated March 11, 2022, and under the terms of Section II of this agreement.

#### CLIENT

#### ACCOUNTS PAYABLE

CHW Professional Consultants

Firm

11801 Research Drive

Address

Alachua, Florida 32615

City/State

#### CONTACT PERSON

#### CONTACT PERSON

James Harriot, P.E.

Phone 386-518-5130

Phone

Cell 352-663-2063

Fax

E-mail [jamesh@chw-inc.com](mailto:jamesh@chw-inc.com)

E-mail

PROJECT (NAME and/or  
DESCRIPTION):

Proposal for a Roadway Soil Survey  
Ash Street Improvements  
Perry, Taylor County, Florida

GSE agrees to perform the professional services set forth in the Proposals attached hereto and made a part of the AGREEMENT hereof, in accordance with Section II, STANDARD PROVISIONS expressed herein.

**PAYMENT TERMS:** *All invoices are payable within 30 days of invoice date, time being of the essence.* Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. *The parties hereby expressly waive the right to trial by jury in any and all such actions.*

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date written above.

CLIENT: CHW Professional Consultants

GSE Engineering & Consulting, Inc.

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINT: James Harriot, P.E.

PRINT: Kenneth L. Hill, P.E.

Director of Engineering,

TITLE: Transportation

TITLE: Principal Engineer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Section II. STANDARD PROVISIONS

- A. GENERAL PROVISIONS:** The Client's execution of the AGREEMENT authorizes GSE to perform all the professional services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by GSE and the Client.
- B. SITE ACCESS:** The Client shall provide GSE free access to the Project Site for all equipment and personnel necessary for GSE to perform the work set forth in this Agreement. The Client will notify any and all possessors of the Project Site that the Client has granted GSE and its' subconsultants free access to the site. GSE will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment, but it is understood by the Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the proposal and Client expressly releases GSE of liability for any damage to the site and agrees that GSE will not be responsible for the cost of restoring the site to its original condition. If the Client desires or requires GSE to restore the site to its original condition, then upon written request and agreement by Client to pay the cost thereof, GSE will perform such additional work as is necessary to repair damage to the site caused by its work or the use of its equipment.
- C. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and services performed by GSE or others to be timely and properly performed in accordance with the plans, specifications, and contract documents, and GSE's recommendations. GSE shall not be liable for any claims for loss, damage or injury by Client or any third party unless all tests and inspections have been so performed and unless GSE's recommendations have been followed by Client. In the event that all such test and inspections are not so performed or GSE's recommendations are not so followed, Client agrees to indemnify, defend and hold GSE, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees arising out of the failure to perform such test and inspections or to follow GSE's recommendations except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of GSE, its officers, agents or employees.
- D. DAMAGE TO EXISTING MAN-MADE OBJECTS:** The Client will provide the location of underground utilities or obstructions to GSE who, in the execution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. Client agrees to hold GSE harmless for any damages to subterranean structures which are not called to GSE's attention and correctly shown on the plans furnished and will reimburse GSE for any expenses in connection with any claims or suits including reasonable attorney fees.
- E. STANDARD OF CARE:** The Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GSE will be based solely on information available to GSE. GSE is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- Services performed by GSE under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering.
- F. SAMPLE DISPOSAL:** GSE will dispose of all remaining soil and rock samples 60 days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- G. RESPONSIBILITY:** If, under this AGREEMENT, professional services are provided during the construction phase of the project, GSE shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall GSE be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules or regulations.
- H. ASSIGNMENT:** Neither the Client nor GSE will assign or transfer its interest in this AGREEMENT without the written consent of the other.
- I. INFORMATION PROVIDED BY OTHERS:** The Client agrees to promptly provide GSE all information, whether written or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable GSE to satisfactorily perform its services hereunder. The Client assumes full responsibility for the accuracy of any information supplied to GSE by the Client, as it is not within GSE's SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold GSE responsible for the accuracy of any information furnished by the Client.
- J. DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, logs, reports and other documents and/or plans that result from GSE's services under this AGREEMENT are and remain the property of GSE as instruments of service. Where such documents are required to be filed with governmental agencies, GSE will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal consequences to GSE unless approved in writing by GSE, prior to such reuse.

- K. TIME LIMITATION FOR ACCEPTANCE:** This AGREEMENT is offered to the Client in good faith, and GSE warrants this is a valid contract if executed by the Client and received by GSE within thirty (30) days of the date this document is delivered to the Client.
- L. INVOICE PROCEDURES AND PAYMENT**
- L.1.** Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by GSE, and any charges for reimbursable costs.
- L.2.** Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.
- L.3.** Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing and reproduction costs.
- L.4.** **PAYMENT TERMS:** *All invoices are payable within 30 days of invoice date, time being of the essence.* Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. *The parties hereby expressly waive the right to trial by jury in any and all such actions.*
- L.5.** GSE reserves the right to suspend all services on the Project without notice if an invoice remains unpaid 45 days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.
- M. ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.
- N. DELAYS:** GSE is not responsible for delays caused by factors beyond GSE's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove GSE services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond GSE's reasonable control occur, the Client agrees that GSE is not responsible for damages, nor shall GSE be deemed to be in default of this AGREEMENT. If GSE is required to delay commencement of the work, or if, upon embarking upon its work, GSE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of GSE, additional charges will be applicable and payable by Client.
- O. LIMIT OF LIABILITY**
- O.1.** The limit of liability of GSE to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.
- O.2.** In no event shall GSE be liable for any incidental or consequential damages by the Client in connection with the Project.
- O.3.** GSE is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.
- P. MEDIATION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by GSE.
- Q. DISCOVERY OF UNANTICIPATED HAZARDOUS WASTES, MATERIALS OR SUBSTANCES:** GSE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GSE and Client also agree the discovery of unanticipated hazardous materials may make it necessary for GSE to take immediate measures to protect health and safety. Client agrees to compensate GSE for any time spent and expense incurred by GSE to protect employees and the public's health and safety. GSE agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against GSE and agrees to defend, indemnify and save GSE harmless from any claim or liability for injury or loss arising from GSE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate GSE for any time spent and expense incurred by GSE in defense of any such claim, with such compensation to be based upon GSE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- R. GOVERNING LAW:** This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.
- S. INSURANCE:** GSE shall carry general liability insurance and professional liability insurance.

**T. PERMITTING**

- T.1.** In cases where the SCOPE OF SERVICES requires GSE to submit, on behalf of the Client, a permit application and/or request for approval by a third party to this contract, GSE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by GSE is not contingent upon the successful acquisition of these permits.
- T.2.** Permitting services do not include special studies, special research, special testing or special documentation not normally required for this type of project. GSE may provide such special services as Additional Services as authorized by the Client.
- T.3.** The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity.

**U. ADDITIONAL SERVICES**

- U.1.** GSE shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by GSE in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes GSE to perform additional services, for which GSE will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or GSE, (c) any causes beyond GSE's control, and (d) cause which, at GSE's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event GSE performs such Additional Services, GSE will notify the Client as soon as practical of the necessity and inception of the services.
- U.2.** It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.

- V. TERMINATION:** This Agreement may be terminated by either party by 7 days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, GSE will be paid for work satisfactorily completed up to date of termination plus reasonable termination expenses including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

- W. INDEMNIFICATION:** Subconsultant shall indemnify and hold harmless the Engineer and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Subconsultant and other persons employed or utilized by the Subconsultant in the performance of the agreement. Subconsultant is not obligated to indemnify Engineer for the Engineer's own negligence.

Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent may not be held individually liable for negligence.

## Proposal No. 2022-150

<u>Field Services</u>	<u>Units</u>		<u>Rate</u>	<u>No. Units</u>		<u>Total</u>
Mobilization (standard rig)	each	\$	500.00	1	\$	500.00
Mobilization (all-terrain rig)	each	\$	800.00	2	\$	1,600.00
Standard Penetration Test Borings						
0-50 feet	feet	\$	13.00		\$	-
50-100 feet	feet	\$	15.00		\$	-
100+	feet	\$	17.50		\$	-
Extra Spoons (DOT SPT borings)	each	\$	30.00		\$	-
Borehole Abandonment (SPT borings)	feet	\$	2.50		\$	-
Auger Borings						
0-15 feet 76@5', 18@15'	feet	\$	10.00	650	\$	6,500.00
15-30 feet	feet	\$	12.00		\$	-
Perm Sample Collection	each	\$	30.00	18	\$	540.00
LBR Sample Collection	each	\$	30.00	5	\$	150.00
Shelby Tube Sample Collection	each	\$	150.00		\$	-
Casing (0-50)	feet	\$	6.15		\$	-
Casing (50-100)	feet	\$	7.25		\$	-
Pavement cut/patch	each	\$	60.00	5	\$	300.00
Limited Clearing for Access	hours	\$	100.00		\$	-
Site Clearing "Push Out"	Lump Sum	\$	1,000.00		\$	-
Double Ring	each	\$	600.00		\$	-
Subcontracted Field Services	20% markup		1.2		\$	-
MOT (Includes Flagmen)	lump sum (Daily)	\$	1,000.00	1	\$	1,000.00
MOT (signs/cones)	lump sum (Daily)	\$	500.00	3	\$	1,500.00
<b>Field Total</b>				<b>min 1/2 day rate</b>	<b>\$</b>	<b>12,090.00</b>
<b><u>Laboratory &amp; Testing Services</u></b>						
Subcontracted Lab Services	15% markup		1.15			
Percent Passing 200 Sieve	each	\$	50.00	24	\$	1,200.00
Full Grain Sieve Analysis	each	\$	85.00		\$	-
Atterberg Limits	each	\$	90.00	8	\$	720.00
Constant Head Permeability Tests	each	\$	195.00	18	\$	3,510.00
Organic Content	each	\$	50.00		\$	-
Moisture Content	each	\$	15.00	24	\$	360.00
Hydrometer	each	\$	100.00		\$	-
LBR	each	\$	325.00	5	\$	1,625.00
Radon (includes shipping)	sample	\$	200.00		\$	-
Corrosion	each	\$	200.00	2	\$	400.00
Modified Proctor	each	\$	90.00		\$	-
Cylinder Breaking	each	\$	12.00		\$	-
Cylinder Collection/Slump	hour	\$	200.00		\$	-
<b>Laboratory Total</b>					<b>\$</b>	<b>7,815.00</b>
<b><u>Reporting and Project Coordination</u></b>						
Utility Locate/Layout	hrs	\$	75.00	8	\$	600.00
Engineering Intern	hrs	\$	80.00	24	\$	1,920.00
Senior Field Technician	hrs	\$	80.00		\$	-
Project Professional	hrs	\$	120.00	24	\$	2,880.00
Senior Engineer	hrs	\$	150.00	12	\$	1,800.00
Principal Professional	hrs	\$	175.00		\$	-
Drafting	hrs	\$	65.00	18	\$	1,170.00
Clerical	hrs	\$	65.00	4	\$	260.00
<b>Reporting Total</b>					<b>\$</b>	<b>8,630.00</b>
<b>Total Effort</b>					<b>\$</b>	<b>28,535.00</b>





**Environmental  
Resource Solutions**  
A Division of SES Energy Services LLC

11 July 2022

Mr. Matthew Cantrell  
CHW, Inc.  
11801 Research Drive  
Alachua, Florida 32615

**RE: Ash Street Widening/Resurfacing  
Taylor County, Florida  
Proposal/Contract for Services  
ERS Proposal No. P22162 (R1)**

Dear Mr. Cantrell:

Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, is pleased to provide you with this revised proposal/contract to provide environmental services for the above referenced project in Taylor County, Florida.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

**ENVIRONMENTAL RESOURCE SOLUTIONS**  
***A Division of SES Energy Services LLC***

**For:**  
Jonathan Summerfield, PWS  
Senior Environmental Scientist

Attachment: Proposal/Contract for Services  
General Terms and Conditions

PCP/P22162\_AshStreet R1

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Environmental Resource Solutions  
A Division of SES Energy Services LLC  
3550 St. Johns Bluff Road South, Jacksonville, Florida 32224  
T: (904) 285-1397, F: (904) 285-1929  
Email: [mail@ersenvironmental.com](mailto:mail@ersenvironmental.com)

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**PROPOSAL/CONTRACT**

**Prepared for:**

**Mr. Matthew Cantrell**

**CHW, Inc.**

**11801 Research Drive**

**Alachua, Florida 32615**

**11 July 2022**

**RE: Ash Street Widening/Resurfacing  
Taylor County, Florida  
Proposal/Contract for Services  
ERS Proposal No. P22162 (R1)**

***Scope of Services***

**Task 1 – Wetland Delineation and Field Assessment.** Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, will conduct a field assessment of the subject property to document on-site vegetative communities; determine the presence of protected wildlife, vegetation, or suitable habitats; and to document potential or existing sinkholes. If additional subsurface testing or mapping of sinkholes or underground caves is required, ERS will coordinate with a local firm specializing in these services and will provide a supplemental proposal. Archaeological resources will not be evaluated as part of this assessment.

ERS will delineate any on-site jurisdictional wetlands or surface waters pursuant to the current regulations and guidance of the Suwannee River Water Management District (SRWMD), Florida Department of Environmental Protection (FDEP), and U.S. Army Corps of Engineers (USACE). Wetland limits will be flagged in the field with sequentially numbered survey tape, and the approximate position of each point will be located with a handheld Global Positioning System (GPS) device. Upon completion of the delineation, ERS will send a map depicting the approximate location of the flagged line and associated GPS data to the Client.

**Task 1- Not to Exceed.....\$4,427.64**

**Task 2 – Gopher Tortoise Survey (as needed).** ERS will conduct a gopher tortoise burrow survey of all known and potential gopher tortoise habitat within the project corridor. All gopher tortoise burrows found will be flagged in the field and located utilizing a global positioning system (GPS).

**Task 2- Not to Exceed.....\$1,239.77**

**Task 3 – Gopher Tortoise Permitting (as needed).** ERS will prepare and submit a Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Conservation Permit Application for the relocation of all on-site gopher tortoises. ERS will coordinate and attend a site visit with FWC personnel to verify the results of the survey, if required by FWC during the permitting process. ERS will coordinate with the Client during the permitting process to obtain information regarding their preferred gopher tortoise relocation site, which will need to be submitted with the application package. Following relocation of on-site gopher tortoises, ERS will submit an After-Action Report to FWC. This task does not include FWC Conservation (application) fees or relocation of tortoises. Excavation and capture of tortoises will be addressed through a separate proposal as necessary.

**Task 3- Not to Exceed.....\$1,136.03**

**Task 4 – State Environmental Resource Permitting, Chapter 62-330, F.A.C.** ERS will assist the project engineer in preparing all necessary documentation and graphics required for submittal of a permit application to SRWMD. This task includes assisting the client with permit application preparation, mitigation plan preparation, conservation easement and mitigation bank coordination (as needed), responses to agency Requests for Additional Information, and ERS attendance at meetings with the regulatory agency as needed. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

**Task 4- Not to Exceed.....\$6,235.58**

**Task 5 – Federal Clean Water Act Section 404 Permitting.** ERS will prepare all necessary documentation and graphics required for submittal of a federal Clean Water Act Section 404 permit application. This task includes assisting the client with permit application preparation, mitigation plan preparation, conservation easement and mitigation bank coordination (as needed), responses to agency Requests for Additional Information, and ERS attendance at meetings with the regulatory agency as needed. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

Please note that the FDEP has assumed responsibility for Clean Water Act permitting under Section 404 for certain wetland areas in Florida. Based on current delegation agreements, ERS has determined that Section 404 permitting for this project will be processed by FDEP.

**Task 5- Not to Exceed.....\$6,111.71**

**Total Fee for Tasks 1-5 – Not to Exceed.....\$19,150.73**

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.

**TERMS ACCEPTED:**

For: \_\_\_\_\_

For: **SES Energy Services LLC (ERS Division)**

Date: \_\_\_\_\_

Date: 11 July 2022

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

By: 

(Signature)

(Signature)

(Printed/Typed)

Kim Allerton

(Printed/Typed)

## General Terms and Conditions

### GC-1 DEFINITIONS

- A. "Consultant" shall be defined as SES Energy Services LLC.
- B. "Client" means the company entering into this Agreement with Consultant.
- C. Consultant and Client will be collectively referred to as the "Parties" or sometimes individually as a "Party".
- D. "Work" is defined as the services being provided by Consultant to Client, and all duties and responsibilities associated therewith.
- E. "Agreement" is defined as the Agreement reached by the Parties for the Work and all documents referenced in and made a part of the Agreement, including, but not limited to Consultant's Cost Estimate and associated proposal.

### GC-2 ORDER OF PRECEDENCE

All contract documents and subsequently issued modifications are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used:

- A. Cost Estimate including Scope of Work and Agreement signature page.
- B. General Terms and Conditions.
- C. Attachments, if any.

### GC-3 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, or understanding not set forth herein and nothing contained in proposals, correspondence, discussions, or negotiations prior to the date of this agreement has any effect on this agreement unless specifically incorporated herein. No changes, amendments, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by the Parties.

### GC-4 RESPONSIBILITIES

Consultant has the responsibility for providing the services described in the cost estimate. The Work is to be performed according to accepted industry standards of care and is to be completed in a timely manner. The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope (the Work). The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the Work. The Client shall also communicate changes in the nature and scope of the Work as soon as possible during performance of the Work so that the changes can be incorporated into the work product.

### GC-5 HEADINGS

The captions in this Agreement are for convenience only and shall not define or limit any of the terms herein.

### GC-6 SEVERABILITY AND INTERPRETATION

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each Party acknowledges that it has had a fair and reasonable opportunity to review this Agreement, which shall be construed as though drafted by both parties.

### GC-7 WAIVER

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

### GC-8 OWNERSHIP OF DOCUMENTS AND DATA

All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, videos, project-customized software, project-customized intellectual property, and reports which are first produced by the Consultant in the performance of the Work are, and will remain, the property of Consultant.

### GC-9 INDEPENDENT CONTRACTOR

Consultant represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Work under this Agreement. Consultant shall perform the Work hereunder in accordance with its own methods subject to compliance with the Agreement. Consultant agrees to be solely responsible for all matters pertaining to its status as a business in the state as well as all federal laws, IRS requirements, and labor laws as they pertain to the Work being performed and paid under this Agreement. Consultant shall act as an independent contractor and not as the agent of Client in performing this Agreement, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Agreement or any lower-tier purchase order or Agreement awarded by Consultant shall create any contractual relationship or rights between any lower-tier supplier or subcontractor and Client. Nothing contained in the Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

### GC-10 SITE ACCESS AND CONDITIONS AFFECTING THE WORK

The Client will grant or obtain free access to the Work site, if any, for all equipment and personnel necessary for the Consultant to perform the Work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by the Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Cost Estimate and associated Scope of Work. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy. Before starting the Work, the Consultant shall review all existing site conditions, drawings if any, specifications if any, and other documents relative to the Work, as well as the information furnished by Client pursuant to the Work. Any errors, inconsistencies or omissions then discovered by the Consultant shall be reported promptly to the Client for clarification. Consultant shall not proceed in conflict areas without specific written direction from the Client.

### GC-11 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site. Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of Work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are

## General Terms and Conditions

encountered. Client agrees to make all disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, its agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

### GC-12 CONSIDERATION AND COMPENSATION

Consultant shall be paid in accordance with the rates and/or prices established in the Agreement. Unless amended in writing and signed by the Parties, Consultant is not obligated to incur expenses and cost in excess of that amount.

### GC-13 BILLING AND PAYMENT

Consultant will submit invoices to Client monthly or upon the completion of the Work. Invoices will reflect charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered in accordance with the Cost Estimate. Payment is due thirty (30) days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts. If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

### GC-14 WRITTEN NOTICE

The addresses provided for the Parties in the Agreement shall be the addresses for all notices and correspondence in all matters dealing with this Agreement. Except as otherwise expressly provided herein, all written notices required to be delivered by the Parties pursuant hereto shall be deemed so delivered at the time delivered by hand one business day after confirmed transmission by facsimile or other electronic system (with confirmation copy sent by regular U.S. Mail or overnight delivery service) or 3 business days after placement in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, or to such other address as such party may designate by 10 days' advance written notice to the other Party.

### GC-15 FORCE MAJEURE

Neither Party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence, which is defined as an occurrence beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party is unable to prevent or protect against. Without limiting the generality of the foregoing, Force Majeure Occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, terrorist acts, government sanction or embargo, labor disputes of third parties to this Agreement, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

### GC-16 INSURANCE

For its sole protection, Consultant shall carry and maintain in force and effect during the entire term of this Agreement the following required insurance policies: Commercial General Liability, Worker's Compensation and Employer's Liability, Business Auto Liability, and Professional Liability. Evidence of Insurance referencing these policies will be provided upon request. No additional insurance terms or provisions will be provided.

### GC-17 LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for on account of any error, omission, or other professional negligence will be limited to a sum not to exceed Fifty Thousand (\$50,000.00) Dollars, or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of One Million (\$1,000,000.00) Dollars upon Client's written request, provided that Client agrees to pay an additional consideration of four percent (4%) of the total fee for the project or Five Hundred (\$500.00) Dollars, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

### GC-18 INDEMNITY

Subject to the limits established in the Limitation of Liability clause herein, each Party shall defend, save the other together with their agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors harmless from and against and shall indemnify the other for any liability, loss, costs, expenses, or damages to the extent of its negligent acts or omissions in performing under this Agreement. To the extent of its negligence, the indemnifying Party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying Party fails or neglects to so defend, the Party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand. Such undertaking of defense shall not be deemed an admission of liability, an agreement to assume liability, or a waiver of any right or remedy which the undertaking Party may have. In the event of any indemnified claim against Consultant by Client or any third person associated with Client, Consultant reserves the right to choose legal counsel and direct the defense of such claim at Client's sole cost and expense if the Client is notified of the claim, the claim is the result of Client's efforts, and the Client either fails or neglects to defend the claim. Each Party shall protect, defend, indemnify and hold harmless the other Party hereto from and against any and all damages and expenses arising out of a claim of actual or alleged infringement of patent, copyright, trademark or trade name asserted in connection with the use of equipment, tools, or methods of operation furnished pursuant to this Agreement. In no event, whether on warranty, contract, or negligence, shall either Party be liable to the other for incidental, indirect, or consequential damages, including but not limited to, loss of profits, loss of revenue, loss of use of equipment or facilities, costs of capital, cost of substitute or underutilization of equipment, facilities or labor, downtime costs, or claims of customers resulting from the performance or nonperformance of obligations of this Agreement.

### GC-19 STANDARD OF CARE

Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the Work. No other warranty, expressed or implied, is made. The Client recognizes that site conditions may change from those observed at the site at the time Work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of the performance of the Work. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

### GC-20 PROPRIETARY AND CONFIDENTIAL INFORMATION

Information which is exchanged under or in connection with this Agreement may include proprietary and confidential information of the disclosing Party. The receiving Party shall not disclose such confidential information to others or use it for any purposes other than this Agreement without prior written consent from disclosing Party. All such proprietary information shall be clearly marked as "Proprietary." In the event proprietary information is orally disclosed, it should then be

## General Terms and Conditions

reduced to writing and marked "Proprietary" within ten (10) days thereafter. The receiving Party shall use at least the same degree of care to prevent disclosure to any third party of misuse of the proprietary information as it employs with respect to its own proprietary information of like importance and use. Proprietary information shall not include, and this paragraph shall not apply to information which: (a) was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes public knowledge without fault of the receiving Party; (c) is acquired by the receiving Party from a third party with good legal title thereto and without binder of secrecy; (d) is independently developed by the receiving Party; (e) is used or disclosed with the prior written approval of the disclosing Party; or (f) is disclosed pursuant to the requirement or request of U.S. or other governmental agency. If such a requirement or request is presented by the U.S. or other governmental agency, Consultant will immediately notify Client and will give Client a reasonable opportunity to contest or dispute such disclosure if they deem necessary. The obligations stated under this clause shall survive the expiration or termination of this Agreement and any extension thereof for a period of two (2) years. All tangible forms and copies of the proprietary information, such as written documentation, delivered by either Party to the other pursuant to this Agreement shall be and remain the property of the issuing Party, and all such tangible information shall be properly returned to said Party or destroyed upon its written request. Any work papers, memoranda or other writings prepared by the receiving Party incorporating any or all of the information shall also be subject to the provisions of this Agreement.

### GC-21 RESOLUTION OF DISPUTES

The Parties agree to attempt to resolve any dispute by direct negotiations and in good faith. If these negotiations prove unsuccessful, the following rules shall apply: The Parties agree that this Agreement, and the performance or breach thereof, shall be governed and construed in accordance with the substantive and procedural laws of the State of Florida, United States of America. Any dispute, controversy, claim or difference arising out of or relating to, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties, shall be resolved definitively and exclusively by arbitration under the Rules of Procedure of the American Arbitration Association (the "Rules") then prevailing, which arbitration shall be held in Jacksonville, Florida. Arbitration shall be by a single arbitrator within thirty (30) calendar days after demand for arbitration, the arbitrator being chosen in accordance with the Rules. It is agreed that all documentary submissions, presentations and proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the parties, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Any time which elapses in attempting to resolve the dispute through either or both negotiation or arbitration shall extend day-for-day any applicable statute(s) of repose or limitation of actions. The Parties agree that this arbitration obligation shall survive the termination of this Agreement, whether by default or convenience. Notwithstanding anything to the contrary, (a) Consultant reserves the right to pursue and obtain injunctive or equitable relief from a court of law; (b) if a lawsuit or arbitration is brought against Consultant in a court of law and such claims involve, directly or indirectly, Client's work, Consultant reserves the right to join Client in such arbitration or lawsuit, and (c) if any claims by Client involve, directly or indirectly, the work or obligations of other persons, Consultant reserves the right to join such other persons to its arbitration or litigation with Client.

### GC-22 ASSIGNMENT

Neither the Client nor the Consultant may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other Party. However, Consultant may assign rights to be paid amounts due to a financing institution if Client is promptly furnished a written notice and a signed copy of such assignment. If assigned, all covenants, stipulations and promises of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

### GC-23 TAXES

Unless otherwise stated in this Agreement, Client shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Agreement required by law and hereby indemnifies and holds harmless Consultant from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. Unless otherwise provided herein, the price of the Work includes all applicable federal, state and local taxes.

### GC-24 COMPLIANCE WITH LAWS

The Parties will comply with applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Work to be performed, and will have all licenses, permits, and other necessary documents for the performance of the Work.

### GC-25 CHANGES

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or part, except by written instruments signed by the Parties hereto. When, in the Consultant's opinion, any direction from Client or any other discovery or occurrence, constitutes a change to the Agreement terms, Consultant shall notify the Client immediately in writing to obtain a written instrument implementing the change. Upon request from Client, Consultant may be required at a later date to submit a formal written request including all necessary supporting documentation to justify the change. Notice of request for change must be given as soon as practical, and at all times must be given prior to any action being taken by Consultant on the changed Work or activity. A modification constitutes complete agreement between the Parties regarding any changes made to the Agreement.

### GC-26 SUSPENSION

The Client may for any reason direct the Consultant to suspend performance of any part or all of the Agreement for an indefinite period of time. If any such suspension significantly delays progress or causes the Consultant additional direct expenses in the performance of the Agreement, not due to the fault or negligence of the Consultant, the compensation to the Consultant shall be adjusted by a formal modification to the Agreement and the time of performance shall be extended by the actual duration of the suspension.

### GC-27 TERMINATION

This Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

In the event of termination, or suspension of more than three months prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs incurred by Consultant in completing, compiling and transmitting such analyses, records and reports.

### GC-28 RETENTION OF RECORDS

Consultant will retain all pertinent records relating to the services performed for a period of five (5) years following completion of the Work, during which period the records will be made available to the Client at all reasonable times.

### GC-29 SUCCESSORS

All covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other Party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party, shall acquire all interest of such Party hereunder. Prohibited assignments shall be void at the option of the non-assigning Party.



ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Ash Street Widening/Resurfacing  
County: Taylor  
FPN: 443406-1  
FAP No.: 54321

Consultant Name: SES Energy Services LLC, ERS Division  
Consultant No.: enter consultants proj. number  
Date: 4/6/2022  
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	KA	JT	JS	DY	KC	AD	DF	NE	DL	GAMF	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$90.78	\$65.00	\$49.92	\$47.46	\$41.75	\$36.21	\$33.53	\$31.76	\$31.25	\$28.85					
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	140	14	0	28	0	56	0	14	0	14	14	0	0	140	\$6,318	\$45.13
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	140	14	0	28	0	56	0	14	0	14	14	0	0	140		
Total Staff Cost		\$1,270.92	\$0.00	\$1,397.76	\$0.00	\$2,338.00	\$0.00	\$469.42	\$0.00	\$437.50	\$403.90	\$0.00	\$0.00		\$6,317.50	\$45.13

Notes:  
1. This sheet to be used by Subconsultant to calculate its fee.

Check = \$6,317.50					
SALARY RELATED COSTS:					\$6,317.50
OVERHEAD:			167.50%		\$10,581.81
OPERATING MARGIN:			28%		\$1,768.90
FCCM (Facilities Capital Cost Money):			0.1180%		\$7.45
EXPENSES:			7.52%		\$475.08
SUBTOTAL ESTIMATED FEE:					\$19,150.74
Survey (Field)		0	4-person crew	\$ - / day	\$0.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$19,150.74
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$19,150.74

## **TASK ORDER NO. 2**

### **Ash St. Widening/Resurfacing Bridge No. 380065 Structural Inspection**

#### **SCOPE OF SERVICES**

CIP No.: XXXXX.XX

Title: Task 2, General Engineering Support Services, *Taylor County*

Date: 03/24/2022

Robert Walpole, PE

Re: Bridge No. 380065 Structural Inspection for Taylor County

Dear Robert:

Thank you for the opportunity to submit this proposal for structural engineering professional services for the referenced Taylor County General Engineering Services, Task 2 – Ash St. Widening/Resurfacing. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

#### **Project Description**

As a part of the General Engineering Services contract, Taylor County has requested a structural inspection and report for Bridge No. 380065, located in Perry, FL. The project runs from US 19 to North Helen Street. The project includes widening the roadway from the current 9 to 10 foot lanes (approximately) to 12 foot lanes, with 11 foot lanes in the easternmost segment. The shoulder width and clear zone will be designed to match the traffic volume and design speed. The existing sidewalk on the north side of the roadway will be repaired or replaced as necessary to meet current standards. Currently, there is no sidewalk located at the box culvert. Bridge No. 380065 is located 0.1 miles east of US-221 at Pimple Creek. The bridge is a 34 foot long, triple barrel 10 foot x 9 foot concrete box culvert built in 1954 according to the January 2022 bridge inspection report. To accommodate the roadway widening, a design variation is anticipated to avoid extending the existing box culvert. Ayres Associates (SUBCONSULTANT) proposes to complete the following professional services for CHW (CONSULTANT) on behalf of Taylor County (OWNER).

#### **ARTICLE 1 - BASIC SERVICES**

##### **1.1 General**

1.1.1 SUBCONSULTANT shall provide professional services for CONSULTANT on the Project to which this Agreement applies as provided below.

The SUBCONSULTANT shall perform a routine, structural, hands-on inspection of Bridge No. 380065.

The inspections shall meet the requirements of the following documents covering inspection standards of practice:

National Bridge Inspection Standards (NBIS)



Code of Federal Regulations 23 - Highways, Part 650, Subpart C.

State of Florida Statute 335.074, Safety Inspection of Bridges

Manual for Condition Evaluation of Bridges  
American Association of State Highway & Transportation Officials (AASHTO).

Bridge Inspector's Reference Manual (BIRM)  
U.S. Department of Transportation/Federal Highway Administration.

Inspection of Fracture Critical Bridge Members,  
FHWA-IP-86-26 U.S. Department of Transportation/Federal Highway Administration.

Manual for Bridge and Other Structures Inspection and Reporting Procedures - Volume I,  
State of Florida Department of Transportation.

Bridge Inventory Database, Users Handbook, Volume II,  
State of Florida Department of Transportation.

Bridge Inspectors Field Guide - Structural Elements  
State of Florida Department of Transportation

Manual on Uniform Traffic Control Devices  
950-044-0000-4 U.S. Department of Transportation/Federal Highway Administration.

A qualified individual will be present at the bridge site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges or be confirmed officially by the Florida Department of Transportation as a Florida Certified Bridge Inspector.

The final bridge inspection memo will be sealed by the Professional Engineer who confirms the accuracy and completeness of the report contents.

The Florida Registered Professional Engineer or Florida Certified Bridge Inspector on site will be responsible for the detection of deficiencies and the determination and recording of the structure's condition. This individual is responsible for assuring the accuracy and completeness of data and records compiled as a result of the SUBCONSULTANT'S field activity. Visible surfaces of the bridge will be examined. Bridge members or elements that cannot be inspected prior to report publication must be documented in the report as such, along with the reason for not inspecting. Photographs and sketches will be included in the report as necessary to aid in understanding recommended repairs.

## 1.2 Inspection and Report Phase

After written authorization to proceed, SUBCONSULTANT shall:

1.2.1 Review available data provided by OWNER.

1.2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining additional data or services.

1.2.3 Inspect the structure as outlined above in Section 1.1.

1.2.4 Develop, publish and distribute a bridge inspection memo no later than 30 working days after completion of the field inspection. The bridge memo will determine structural integrity and provide recommendations for bridge replacement or structural repairs related to the overall project.

## ARTICLE 2 - ADDITIONAL SERVICES

### 2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER/CONSULTANT, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by the OWNER/CONSULTANT as indicated in Article 5.

2.1.1 Furnishing services of independent professional associates and subconsultants for other than Basic Services.

2.1.2 Providing any related engineering services needed for design or rehabilitation purposes, load ratings or analysis.

2.1.3 Providing probable construction cost estimates for bridge replacement or structural repair recommendations as detailed in the bridge inspection memo.

2.1.3 Providing any non-destructive or partially destructive testing techniques.

2.1.4 Preparing to serve or serving as a witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.5 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this agreement.

## ARTICLE 3 – OWNER/CONSULTANT RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of SUBCONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative.

3.2 Provide all available prior inspection reports and bridge plans.

3.3 Place at SUBCONSULTANT's disposal all available pertinent information.

3.4 Arrange for access to and make all provisions for SUBCONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.5 Furnish, or direct SUBCONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.6 Bear all costs incident to compliance with the requirements of Article 3.

## ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in the Inspection and Report Phase will be completed and the Report submitted within 60 working days after OWNER issues Notice to Proceed.

4.3 CONSULTANT's services under this Agreement shall each be considered complete 6 months from the date of Task Order execution.

If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance and fee of CONSULTANT's services shall be adjusted equitably.

## ARTICLE 5 – COST OF SERVICES

5.1 CONSULTANT's services for the stated scope of services will be completed for a lump sum fee of \$6,800.

### Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

### Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until September 1, 2022 unless extended by us in writing.

Proposed by Subconsultant:

Ayres Associates Inc

Hisham N. Sunna  
Manager

Accepted by Consultant:

CHW Professional Consultants Inc  
Owner's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

**1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

**2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

**3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

**4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

**5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

**6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

**7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

**8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

**9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

**10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

**11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of

such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. 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 this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages:** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument. the text. Delete for projects located in other states.

**23. CONTRACTUAL LIMITATION ON LIABILITY: PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

# PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**TASK ORDER NO.:** ENG\_CHW-05

**PURCHASE ORDER NO.:** \_\_\_\_\_

(For billing purposes only, to be assigned by COUNTY after execution.)

**PROJECT:** Ash Street Widening/Resurfacing Project

**COUNTY:** TAYLOR COUNTY, a political subdivision of the State of Florida.

**CONSULTANT:** **Causseaux, Hewett & Walpole, Inc.**  
**11801 Research Drive**  
**Alachua, Florida 32615**  
**352-331-1976**

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of February 3, 2020 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated July 28, 2022

Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within TWO HUNDRED SEVENTY ( 270 ) calendar days.

## METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

☒ [ X ] Time basis method with a Not-to-Exceed amount

(b) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding Two Hundred Sixty-Six Thousand Seven Hundred Sixty-Five Dollars and Seventy-Three Cents (\$ 266,765.73). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the

above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this 5<sup>th</sup> day of August 2022, for the purposes stated herein.

**CHW, Inc.**



Witness

By: 

Signature

Aaron Hickman

Print Name

Title: Vice President

**TAYLOR COUNTY, FLORIDA**

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

Signature

\_\_\_\_\_

Print Name

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

Date: \_\_\_\_\_

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**Board to review approve the 2022-2023 Small County Consolidated Solid Waste Management Grant Agreement SC328 in the amount of \$93,750.00.**

**MEETING DATE REQUESTED:**

**August 16, 2022**

**Statement of Issue:** Board to review approve the 2022-2023 Small County Consolidated Solid Waste Management Grant Agreement SC328 on the amount of \$93,750.00.

**Recommended Action:** Review and approve Grant Agreement SC328.

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

**Budgeted Expense:** Yes

**Submitted By:** Jami Evans, Grants Coordinator

**Contact:** Jami Evans, Grants Coordinator

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The grant funds will be used to fund operating costs for the local solid waste management program including salaries of the recycling employees and waste tire disposal.

**Attachments:** Small County Consolidated Waste Management Grant Agreement SC328.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Taylor County Small County Consolidated Solid Waste Management Grant** Agreement Number: **SC328**
2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **Taylor County Board of County Commissioners** Entity Type: **Local Government**
- Grantee Address: **201 E. Green Street  
Perry, Florida 32347** FEID: **59-6000879** (Grantee)
3. Agreement Begin Date: **October 1, 2022** Date of Expiration: **September 30, 2023**
4. Project Number: **SC328** Project Location(s): **Taylor County**  
(If different from Agreement Number)
- Project Description: **Small County Consolidated Solid Waste Management**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$93,750.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>2022-23 GAA Line Item #1730</b>	<b>\$93,750.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: **\$93,750.00**

6. Department's Grant Manager Name: **Lindsey Bradley-Brown** or successor
- Address: **2600 Blair Stone Road  
Tallahassee, Florida 32399-2400**
- Phone: **(850)245-8977**
- Email: **lindsey.bradleybrown@floridadep.gov**
- Grantee's Grant Manager Name: **Jami Evans** or successor
- Address: **401 Industrial Park Drive  
Perry, Florida 32348**
- Phone: **(850)838-3553**
- Email: **grants.assist@taylorcounty.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) \*Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☒ Additional Exhibits (if necessary): **Exhibit 1 Recycling Summary Report  
Exhibit 2 Tonnage Summary Report**

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Taylor County Board of County Commissioners

GRANTEE

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By \_\_\_\_\_  
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

Attachment 1

4 of 12

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**



The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

#### **28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

#### **29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

#### **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

#### **Attachment 1**

10 of 12

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Terms and Conditions**  
**AGREEMENT NO. SC328**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Taylor County Small County Consolidated Waste Management Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO. SC328**

**ATTACHMENT 3**

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

**PROJECT AUTHORITY:** Taylor County (Grantee) received funding from the Florida Legislature in the amount of \$93,750.00, through Specific Appropriation Line Item No. 1730, Solid Waste Management Trust Fund, Fiscal Year (FY) 2022-23 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling program and waste tire removal costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

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

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

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

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

## **TASKS and DELIVERABLES:**

### **Recycling Program Operations**

#### **Task 1: Recycling Program Salaries/Wages**

**Task Description:** The Grantee will collect, sort and bale the eligible recyclables that are collected from their (9) recycle collection centers and the twenty-five (25) small businesses currently participating in their cardboard pick-up schedule. The collected recyclables are transported to a central processing facility, where they are sorted and either bulked or baled, and then shipped to Newark Recycled Fibers in Tallahassee, Florida for final disposition.

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

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

### **Waste Tire Disposal**

#### **Task 2: Waste Tire Disposal**

**Task Description:** Waste tires are collected at the Grantee's Department of Environmental Services, where they are loaded and removed for proper disposal. The Grantee has an existing contract with D.E. Barnes, Inc. of Marianna, Florida to haul and dispose of waste tires. The Grantee will provide tonnage summaries, using the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan.

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

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

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

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

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Program Operations	10/1/2022	9/30/2023	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Waste Tire Removal	10/1/2022	9/30/2023	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

**BUDGET DETAIL BY TASK:**

Task No.	Budget Category	Budget Amount
1	Salaries / Wages	\$76,938.00
	<b>Total for Task:</b>	<b>\$76,938.00</b>
2	Contractual Services (Subcontractor)	\$16,812.00
	<b>Total for Task:</b>	<b>\$16,812.00</b>

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

Task No.	Position Title	Maximum Rate/Hour
1	Recycling Technician	\$12.43
	Utilities Mechanic	\$10.50
	HEO I	\$12.33
	Secretary/Office	\$19.38

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

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

Category Totals	Grant Funding, Not to Exceed, \$93,750.00
Salaries/Wages Total	\$76,938.00
Contractual Services Total	\$16,812.00
<b>Total:</b>	<b>\$93,750.00</b>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

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

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.



**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
				\$	
<b>Federal Program B</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	<b>First Compliance requirement: i.e.: (what services of purposes resources must be used for)</b>	
	<b>Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)</b>	
	Etc.	
	Etc.	
<b>Federal Program B</b>	<b>First Compliance requirement: i.e.: (what services of purposes resources must be used for)</b>	
	<b>Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)</b>	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	DEP	2022-23	37.012	Small County Consolidated Waste Grant	\$93,750.00	140134
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$93,750.00
-------------	-------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM**

**ATTACHMENT 6**

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

Status Reports. The Grantee shall utilize Exhibit A, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

Prohibited Costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

- a. Indirect, overhead or administrative costs (excluding fringe benefits);
- b. Promotional items such as t-shirts and other items promoting the program;
- c. Cell phone usage;
- d. Attorney's fees or court costs;
- e. Civil or administrative penalties;
- f. Interest in real property;
- g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and
- h. Vehicles, unless authorized in Attachment 3 of this Agreement.

Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

- a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
- b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.
- c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.
- d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.
- e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Progress Report Form**

**Exhibit A**

<b>DEP Agreement No.:</b>	<b>SC328</b>		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC328 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

**Exhibit C**  
**PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: SC328 Agreement Effective Dates: \_\_\_\_\_

Grantee: \_\_\_\_\_ Grantee's Grant Manager: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Payment Request No. \_\_\_\_\_ Date of Payment Request: \_\_\_\_\_

Performance Period (Start date – End date): \_\_\_\_\_

Task/Deliverable No(s). \_\_\_\_\_ Task/Deliverable Amount Requested: \$ \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

<b>CATEGORY OF EXPENDITURE</b> <i>(As authorized)</i>	<b>AMOUNT OF THIS REQUEST</b>	<b>TOTAL CUMULATIVE PAYMENT REQUESTS</b>	<b>MATCHING FUNDS FOR THIS REQUEST</b>	<b>TOTAL CUMULATIVE MATCHING FUNDS</b>
Salaries/Wages	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Indirect Cost	\$	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$	\$	\$N/A	\$N/A
Land Acquisition	\$	\$	\$N/A	\$N/A
<b>TOTAL AMOUNT</b>	\$	\$	\$N/A	\$N/A
<b>TOTAL TASK/DELIVERABLE BUDGET AMOUNT</b>	\$		\$N/A	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$N/A	
<b>TOTAL REMAINING IN TASK</b>	\$		\$N/A	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

### Grantee's Certification of Payment Request

I, \_\_\_\_\_, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

*Check all that apply below:*

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

<u>Professional Service Provider (Name / License No.)</u>	<u>Period of Service (mm/dd/yy – mm/dd/yy)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Grantee's Grant Manager Signature

\_\_\_\_\_  
Grantee's Fiscal Agent Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

**INSTRUCTIONS FOR COMPLETING  
PAYMENT REQUEST SUMMARY FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement.  
**AGREEMENT EFFECTIVE DATES:** Enter agreement execution date through end date.  
**GRANTEE:** Enter the name of the grantee's agency.  
**GRANTEE'S GRANT MANAGER:** This should be the person identified as grant manager in the grant Agreement.  
**MAILING ADDRESS:** Enter the address that you want the state warrant sent.  
**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.  
**DATE OF PAYMENT REQUEST:** This is the date you are submitting the request.  
**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).  
**TASK/DELIVERABLE NO.:** This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).  
**TASK/DELIVERABLE AMOUNT REQUESTED:** This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**NOTES:**

**If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**



## Exhibit 1 Recycling Summary Report

Grantee may submit one (1) summary report for all recycling completed during the quarter. Complete a report number for each recycling completed during the quarter. Attach additional pages, if necessary. Include copies of any supporting documentation the recycling center may have provided. Comparable documentation may be submitted in lieu of this report.

Report No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Report No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Report No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL TYPE	UNCOMPACTED (TONS)	COMPACTED (TONS)	SITE COLLECTED FROM	FACILITY OR VENDOR USED/DESTINATION
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
#1 Paper	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the recycling (Grantee's Grant Manager) operations have been completed in accordance with the terms and condition of DEP Agreement No. SC328 and as described in Attachment A, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Grantee's Grant Manager Signature:

Date:

**Exhibit 2**  
**Tonnage Summary Report**

Grantee may submit one (1) report for all disposals completed during the quarter. Complete a claim number for each disposal completed during the quarter. Attach additional pages, if necessary. Include copies of provider invoices and proof of payment for each claim. Comparable documentation may be submitted in lieu of this report.

Claim No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text.

Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text.

Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the disposal  
(Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. SC328 and as described in Attachment 3, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Date:

Grantee's Grant Manager Signature:

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider approval and signature of the FEMA Closeout Project DR4337 PW1697 for Hurricane Irma.



**MEETING DATE REQUESTED:**

**Statement of Issue:** Document approval.

**Recommended Action:** Approve and sign FEMA Closeout Project DR4337 PW1697.

**Fiscal Impact:** Reimbursement of \$2,940.32

**Budgeted Expense:** No

**Submitted By:** John Louk, Director of Emergency Management

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Taylor County submitted for reimbursement of volunteer CERT hours 09/04/2017 through 10/18/2017 for Hurricane Irma.

**Options:** APPROVE/ DO NOT APPROVE

**Attachments:** 1. Closeout DR4337 PW1697

# FINAL INSPECTION REPORT

DATE: June 10, 2022

<b>APPLICANT NAME:</b> Taylor County	<b>FIPS NUMBER:</b> 123-99123-00	<b>FEMA DECLARATION NUMBER:</b> FEMA-4337-DR-FL
---	-------------------------------------	--

<b>PA COMPLETION DATE:</b> 03/10/2018	NEMIS PW # 1697  PW VER 1	<b>CATEGORY:</b> B-Emergency Protective	<b>PW ESTIMATED AMOUNT:</b> \$ 2,940.32
<b>ACTUAL COMPLETION DATE:</b> 09/14/2017			
<b>APPLICANT CLAIMED AMOUNT:</b> \$ 2,940.32	ORIGINAL PW ID: 8288		
<b>ACTUAL DOCUMENTED AMOUNT:</b> \$ 2,940.32	<b>ESTIMATED PROJECT TOTAL:</b>		\$ 2,940.32
	<b>RECOMMENDED ELIGIBLE TOTAL:</b>		\$ 2,940.32
THE FINAL INSPECTION IS FOR AN OVER RUN IN THE AMOUNT OF:			\$ -

FINAL INSPECTION PW # 1697 V1 HAS BEEN PREPARED AS THE FINAL ACTION FOR THE PROJECT.

THE FINAL INSPECTION PW IS FOR AN UNDER RUN IN THE AMOUNT OF: \$ -.

PERCENT OF DIFFERENCE BETWEEN ESTIMATED PROJECT COST AND ACTUAL COST: 0.00%

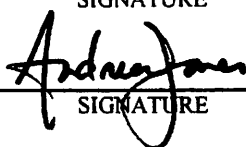
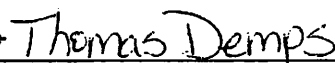
**COMMENTS / SUMMARY :** This project closes with the attached final PW version.

This project worksheet is written to reimburse the applicant for expenses associated with eligible emergency protective measures in response to expenses in response to Hurricane Irma (DR 4337). All work was completed between 09/09/2017 and 09/14/2017, as selected by the applicant for 92.25% of funding. No time extensions were required and there are currently no pending amendments or outstanding workflows in FLPA. This form represents that a final inspection of this project was conducted and shared with Pam Feagle representing Taylor County.

Documentation provided by: Pam Feagle, Chair of BOCC, 591 US Highway 27, East Perry, FL 32347, pfeagle@taylorcountygov.com, 850-838-3575.

Closeout performed by: Andrea Jones, Grant Management Consultant, Emergency Management Disaster Solutions, ajones@emd.solutions, 850-702-9826.

NOTE: All documentation is on file at the Applicant's Office located at the following address:  
 591 US Highway 27 East Perry, FL, 32347

FEMA INSPECTOR (PRINT NAME)	SIGNATURE	DATE
Andrea Jones		June 10, 2022
STATE INSPECTOR (PRINT NAME)	SIGNATURE	DATE
Pam Feagle Thomas Demps		
LOCAL REPRESENTATIVE (PRINT NAME)	SIGNATURE	DATE

<b>FEDERAL EMERGENCY MANAGEMENT AGENCY</b> <b>PROJECT WORKSHEET</b>		O.M.B. No. 3067-0151 Expires April 30, 2001																																																																																					
<b>PAPERWORK BURDEN DISCLOSURE NOTICE</b> Public reporting burden for this form is estimated to average 30 minutes. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the forms. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of the forms. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collection Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0151). <b>NOTE:</b> Do not send your completed form to this address.																																																																																							
DECLARATION NO: <b>FEMA- 4337 -DR- FL</b>		PROJECT NO. 1697 V0	FIPS NO. 123-99123-00																																																																																				
DAMAGE FACILITY Not Applicable		DATE 06/10/22																																																																																					
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<b>SCOPE OF WORK</b>																																																																																							
This PW is written with no variance between the actual Documented Cost and the costs shown on the Original Project Work Sheet including any Version and/or Approved Hazard Mitigation (See accompanying Final Inspection Report & Reconciliation Forms for details).																																																																																							
During the incident period of 09/04/2017 through 10/18/2017 Hurricane Irma created an immediate threat to the health and safety of the public, requiring emergency response and protective measures the applicant utilized Community Emergency Response team (CERT) volunteers to staff shelters for evacuees. CERT volunteers registered answered phones, set up and served food, cleaned, and supervised the area for safety. Currently there are no pending amendments or outstanding workflow in FLPA.																																																																																							
The FDEM Grant Management Consultant has reviewed the records and recommends that this project be approved as amended. The applicant understands that this Project Worksheet Version completes the Final Project Closeout process.																																																																																							
Does the Scope of Work change the pre-disaster condition at site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																							
Special Consideration issues included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																																																																																							
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																							
Is there insurance coverage on facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>ITEM</th> <th>CODE</th> <th>NARRATIVE</th> <th>QUANTITY/UNIT</th> <th>UNIT PRICE</th> <th>COST</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>9022</td> <td>Volunteer Labor</td> <td>-1 / LS</td> <td>\$ 2,940.32</td> <td>\$ (2,940.32)</td> </tr> <tr> <td>2</td> <td>9022</td> <td>Volunteer Labor</td> <td>1 / LS</td> <td>\$ 2,940.32</td> <td>\$ 2,940.32</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td>\$ -</td><td>\$ -</td></tr> <tr> <td colspan="4" style="text-align: right;"><b>TOTAL COST</b></td> <td>\$</td> <td>-</td> </tr> </tbody> </table>				ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST	1	9022	Volunteer Labor	-1 / LS	\$ 2,940.32	\$ (2,940.32)	2	9022	Volunteer Labor	1 / LS	\$ 2,940.32	\$ 2,940.32					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -					\$ -	\$ -	<b>TOTAL COST</b>				\$	-
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TITLE: Grant Management Consultant																																																																																							
FEMA Form 90-91, SEP 98																																																																																							
Applicant - Printed Name: <u>Thomas Demps</u>																																																																																							
Applicant - Signature: <u>[Signature]</u>																																																																																							
Date:																																																																																							

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission – Consent Agenda Item

**SUBJECT/TITLE:**

**Sign Buckeye Reef Permit - Taylor Co-Buckeye Reef-  
Extend and Expand, SAJ-1995-05915**

**Meeting Date:**

August 16, 2022

**Statement of Issue:**

In September 2019.

Sign the permit SAJ-1995-05915 to re-authorize Buckeye Reef after it expired

**Recommendation:**

Sign Permit SAJ-1995-05915

**Fiscal Impact:**

\$ N/A.

**Budgeted Expense:**

Yes ☐

No ☐

N/A ☒

**Submitted By:**

UF Taylor County Extension

**Contact:**

Victor Blanco

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

US Corp of Engineers (USCOE) issued the final draft of permit

SAJ-1995-05915 the use and expansion of Buckeye Reef, requested by the Taylor County

BOCC after it expired in September 2019. The authorization is fundamental to continue the

County artificial reef program, including new deployment and the reef monitoring program. The

Permit includes the expansion of the Buckeye reef area from one square mile (1 nm<sup>2</sup>) to four

square nautical miles (4 nm<sup>2</sup>)

**Options:**

1. Sign the permit for final approval of USCOE

2. Deny signature of permit

**Attachments:**

1. Permit SAJ-1995-05915.

# DEPARTMENT OF THE ARMY PERMIT

**Permittee:** Ms. LaWanda Pemberton  
Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347

**Permit No:** SAJ-1995-05915 (SP-LSL)

**Issuing Office: U.S. Army Engineer District, Jacksonville**

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** You are authorized to expand an existing offshore artificial reef, known as Buckeye Reef, from 1 square nautical mile to 4 square nautical miles. The navigational clearance will be -32 feet Mean Low Water. All reef materials will be consistent with the publication *Guidelines for Marine Artificial Reef Materials*, 2<sup>nd</sup> edition, the National Artificial Reef Plan, the state of Florida Artificial Reef Strategic Plan, and the Organization for Artificial Reefs' *Artificial Reef Development Plan*. A 50' buffer zone will be implemented inside the site borders on all sides where no materials will be deployed to ensure all reef materials are deployed within the permitted site. The work described above is to be completed in accordance with the 3 pages of drawings and 5 attachments affixed at the end of this permit instrument.

**Project Location:** The artificial reef site is located in the Gulf of Mexico, southwest of Taylor County, Florida. The reef site is approximately 16.1 nautical miles (southwest on compass bearing 241) of Keaton Beach and is referred to as Buckeye Reef with central coordinates below:

**Central Coordinates:**

		Decimal Degrees (DD)		Degrees Decimal Minutes (DDM)	
	Point	Latitude (N)	Longitude (W)	Latitude (N)	Longitude (W)
1	Centroid	29.63722°	-83.9000°	29° 38.2332'	83° 54.0000'
2	Northeast Corner	29.65166°	-83.88339°	29° 39.0996'	83° 53.0034'
3	Southeast Corner	29.62277°	-83.88339°	29° 37.3662'	83° 53.0034'

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 2 of 13

4	Southwest Corner	29.62277°	-83.91667°	29° 37.3662'	83° 55.0002'
5	Northwest Corner	29.65166°	-83.91667°	29° 39.0996'	83° 55.0002'

**Directions to site:** From Keaton Beach, the northeast corner of the reef is located 16.1 nautical miles on a 241° heading.

### **Permit Conditions**

#### **General Conditions:**

1. The time limit for completing the work authorized ends on \_\_\_\_\_. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.



PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 3 of 13

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-1995-05915, on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- a. U.S. Army Corps of Engineers  
415 Richard Jackson Boulevard, Suite 411, Panama City Beach, Florida 32407

or by email: SAJ-RD-Enforcement@usace.army.mil

- b. National Oceanic and Atmospheric Administration (NOAA)  
Marine Chart Division  
Office of Coast Survey, N/CS26, Sta. 7317  
1315 East-West Highway  
Silver Springs, MD 20910-3282

or email: ocs.ndb@noaa.gov

- c. Commander, U.S. Coast Guard (USCG)  
Hale Boggs Federal Building  
500 Poydras Street  
New Orleans, Louisiana 70130

- d. Florida Fish and Wildlife Conservation Commission (FFWCC)  
Artificial Reef Program  
620 S. Meridian Street, MS 4B2  
Tallahassee, Florida 32399

or email: artificialreefdeployments@MyFWC.com

2. **Initial Agency Notification:** The Permittee shall provide to the U.S. Army Corps of Engineers (Corps), National Oceanic and Atmospheric Administration (NOAA), and U.S. Coast Guard (USCG) written notification of the planned deployment

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 4 of 13

start date at least 2 weeks prior to the initial deployment on the authorized artificial reef site.

3. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
4. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Panama City Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
5. **Authorized Reef Materials:** No reef materials or module will weigh less than 500 pounds. Reef materials shall be clean and free from asphalt, petroleum, other hydrocarbons and toxic residues, loose free floating material or other deleterious substances. All artificial reef materials and/or structures will be selected, designed, constructed, and deployed to create stable and durable marine habitat. The Permittee shall deploy only the following authorized reef materials:
  - a. Prefabricated artificial reef modules composed of ferrous and/or aluminum-alloy metals, ¼ inch or more in thickness, concrete, rock, or a combination of these materials.
  - b. Natural rock boulders and other pre-cast concrete material such as culverts, stormwater junction boxes, power poles, railroad ties, jersey barriers, or other similar concrete material.
  - c. Clean steel and concrete bridge or large building demolition materials such as slabs or pilings with all steel reinforcement rods severed as close to the concrete surface as possible but not to extend more than 6 inches to ensure the rod will not create a fishing tackle or diver ensnaring hazard.
  - d. Heavy gauge ferrous & aluminum alloy metal material components or structures, ¼ inch or more in thickness, such as utility poles and antenna towers.
  - e. Heavy gauge ferrous and aluminum alloy metal hulled vessels which equal or exceed 60 feet hull length prepared and deployed in accordance with all

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 5 of 13

applicable U.S. Coast Guard, U.S. Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, or other applicable state or federal agency regulations or policies. The vessel shall not be deployed until all necessary inspections and clearances have been obtained or waived and a stability analysis has been completed demonstrating the vessel will be stable during a 50-year storm event based on vessel and deployment site characteristics. The Permittee shall follow the National guidance regarding preparation of vessels for deployment as artificial reefs which are available at <http://www.epa.gov/owow/oceans/habitat/artificialreefs/index.html>. The Permittee shall provide a record of all inspections, clearances or waivers to the Corps along with the pre-deployment notification.

6. **Pre-Deployment Notification:** No less than 14 days prior to deployment of material on an artificial reef, the Permittee shall transmit by electronic mail ("email") a complete and signed "Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification" form (Attachment A), to the Corps and Florida Fish and Wildlife Conservation Commission (FFWCC) to allow inspection of the proposed reef materials as deemed necessary by the agencies. Inspection is allowable at the staging area. By signing the Pre-Deployment Notification, the Permittee certifies all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Permittee shall not deploy material if notified by the Corps or FFWCC that the material is questionable. The material needs to be evaluated before it is released for deployment. Any material deemed unacceptable for reef material will be disposed in an approved upland disposal site.

Deployment of the material shall not occur until after the end of the 14-day inspection period. The Permittee shall ensure both a copy of this permit and the signed "Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification" form are maintained aboard the deployment vessel at all times during loading, transit, and deployment.

7. **Post-Deployment Placement Report/As-Built Drawing:** No less than 30 days after deployment at the reef site, the Permittee shall transmit by email to the Corps, FFWCC, and NOAA a complete and signed "Florida Artificial Reef Materials Placement Report and Post-Deployment Notification" form (Attachment B). Please note, the Corps requires the latitude and longitude to be accurate within 5 meters horizontal distance on the post-deployment report. Attach to the report an as-built drawing containing the approximate deployment configurations and the height of the material after placement. Depth shall be verified utilizing

PERMIT NUMBER:- SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 6 of 13

fathometer, depth sounder, or similar device accurate to within 1 meter. Also, include information on the condition of the material at the time of deployment. The report and drawing shall be limited to a few pages per deployment. Representative photographs and/or video, if available, should be submitted.

8. **Reef Parameters:** The Permittee shall deploy all reef materials within the site boundaries as defined on permit drawing page 1 and 2 of 3. A minimum clearance of -32 feet from the top of the deployed material relative to mean low water (MLW) shall be maintained.
9. **Violation of Reef Parameters Notification:** In the event reef material is deployed in a location or manner contrary to the Reef Parameters Special Condition, the Permittee shall immediately notify the USCG Station and provide information as requested by the station. The Permittee shall notify NOAA, USCG and Corps in writing within 24 hours of the occurrence. At a minimum the written notification shall explain how the deployed material exceeds the authorized reef parameters, a description of the material, a description of the vessel traffic in the area, the deployment location in nautical miles at compass bearing from obvious landmarks, the location of the unauthorized material in latitude and longitude coordinates (degree, minute, decimal minute format to the third decimal place), and the water depth above the material from MLW. The document will list the information provided by telephone to the USCG as noted above and include the time of the call and the name of the USCG personnel receiving the information.
10. **Protection of Existing Resources:** The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than 1 year prior to deployment. The Permittee shall maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. Should the assessment find any evidence of cultural/archaeological resources such as sunken vessels, ballast, historic refuse piles, or careenage areas, the Permittee shall also maintain a deployment buffer of at least 200 feet from these resources.

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 7 of 13

The Permittee shall provide of the information obtained from the assessment to the Corps no less than 14 days prior to deployment of material on an artificial reef in conjunction with the pre-deployment notification.

- 11. Ownership/Maintenance/Liability:** By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.
- 12. Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 13. Marine Life Entrapment:** Neither reef structure nor material or the method of design or deployment should pose more than minimal risk of entrapping fish, marine turtles, or marine mammals. The Permittee shall take all necessary action to minimize this risk. Any observation of entrapped marine turtles or marine mammals on this artificial reef site should be reported immediately to the Enforcement Section by telephone at 850-763-0717, extension 1, and the National Marine Fisheries Service by telephone at 727-824-5301.
- 14. Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment C).
- 15. Sea Turtle/Sawfish/Sturgeon Guidelines:** The Permittee shall comply with the National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions", which also applies to sturgeon (Attachment D).
- 16. Protected Species Guidance:** The Permittee shall comply with the "Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting" (Attachment E), for marine turtles and marine mammals.

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 8 of 13

**17. Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 9 of 13

resume without written authorization from the State Archeologist and from the Corps.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

( ) Section 404 of the Clean Water Act (33 U.S.C. 1344)

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

( ) Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C. 408)

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 10 of 13

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.



PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 11 of 13

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

\_\_\_\_\_  
(PERMITTEE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

\_\_\_\_\_  
(DISTRICT ENGINEER)

\_\_\_\_\_  
(DATE)

For James L. Booth  
Colonel, U.S. Army  
District Commander

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

PAGE 12 of 13

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-1995-05915

PERMITTEE: Taylor County Board of County Commissioners, ATTN: Ms. LaWanda Pemberton

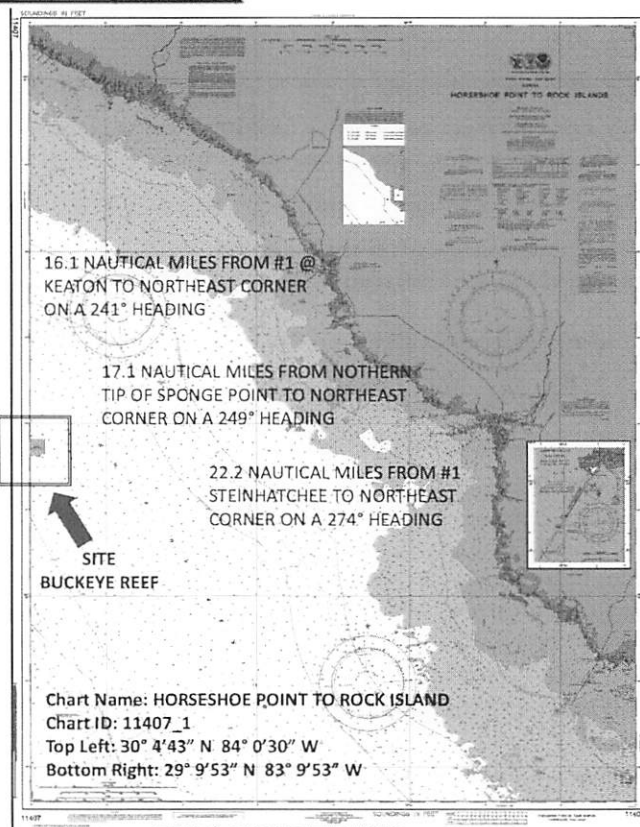
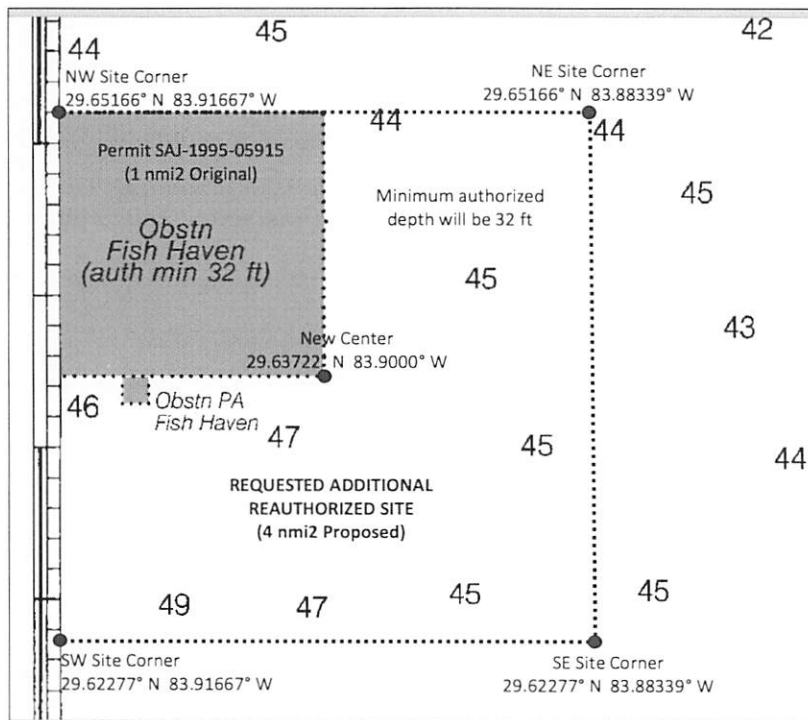
PAGE 13 of 13

***Attachments to Department of the Army  
Permit Number SAJ-1995-05915***

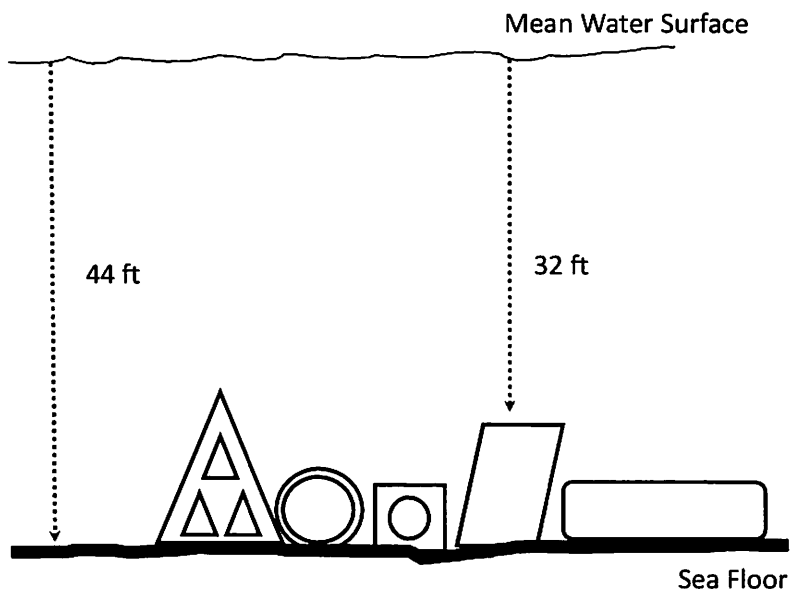
1. PERMIT DRAWINGS: 3 pages.
2. PRE-DEPLOYMENT NOTIFICATION: 2 pages, *Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification*.
3. POST-DEPLOYMENT PLACEMENT REPORT: 2 pages, *Florida Artificial Reef Materials Placement Report and Post-Deployment Notification*.
4. MANATEE CONDITIONS: 2 pages, *Standard Manatee Conditions for In-Water Work – 2011*.
5. SEA TURTLE/SAWFISH/STURGEON GUIDELINES: 1 page, *Sea Turtle and Smalltooth Sawfish Construction Conditions*.
6. PROTECTED SPECIES GUIDANCE: 2 pages, *Vessel Strike Avoidance Measures and Reporting for Mariners*.

APPLICANT: Taylor County  
 FILE: SAJ-1995-05915 (IP-SWA)  
 DATE: AUGUST 2020

## **TAYLOR COUNTY PROPOSED ARTIFICIAL REEF (Annexes)**



### **TAYLOR COUNTY PROPOSED ARTIFICIAL REEF (Annexes)**



#### **Artificial Reef Latitude and Longitude:**

NW Site Corner: Latitude 29.65166° N  
Longitude 83.91667° W

NE Site Corner: Latitude 29.65166° N  
Longitude 83.88339° W

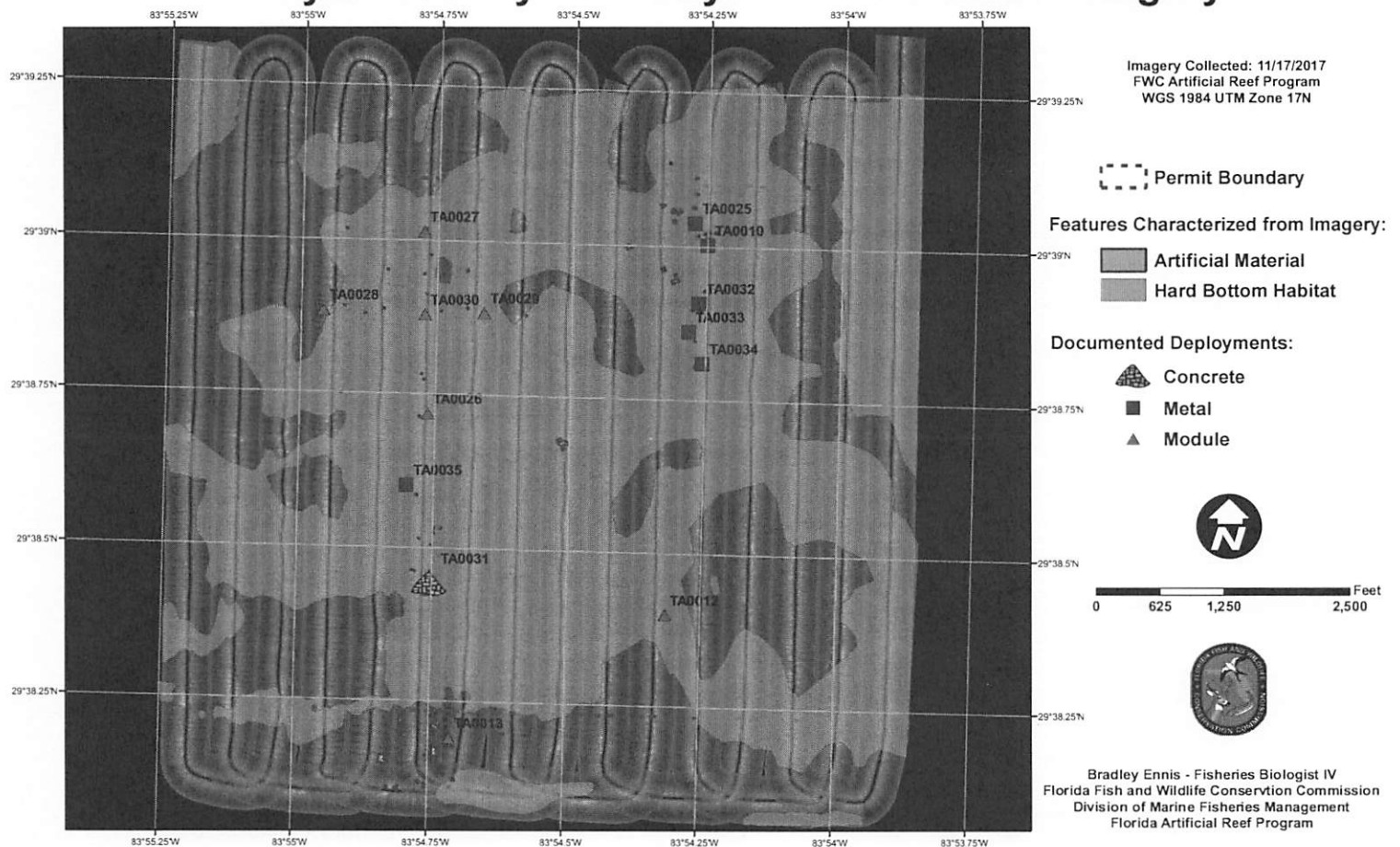
SW Site Corner: Latitude 29.62277° N  
Longitude 83.91667° W

SE Site Corner: Latitude 29.62277° N  
Longitude 83.88339° W

New Center: Latitude 29.63722° N  
Longitude 83.9000° W

APPLICANT: Taylor County  
FILE: SAJ-1995-05915 (IP-SWA)  
DATE: AUGUST 2020

# Taylor County - Buckeye Reef Sidescan Imagery





**FLORIDA ARTIFICIAL REEF MATERIALS  
CARGO MANIFEST AND PRE-DEPLOYMENT NOTIFICATION**  
(Issued pursuant to Ch. 370.25(6)(b), Florida Statutes)



I, \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name of individual managing reef deployment (print)

whose address is \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Street City State Zip Code Phone

declare that I am staging and transporting the following artificial reef construction materials allowable pursuant to the U.S. Army Corps of Engineers Artificial Reef Permit referenced below and agree to comply with all permit conditions in the permit listed below and attached to this manifest. I understand this artificial reef site is open to public access and this authorization does not provide any rights or exclusive private use over those rights or uses to the general public.

The address of the land based reef materials staging area is: \_\_\_\_\_

Transporting Vessel Registration Number: \_\_\_\_\_

Vessel Owner: \_\_\_\_\_ Vessel Operator: \_\_\_\_\_

The following items are to be deployed as reef material (attach additional sheets when more than four locations):

MATERIAL TAG ID NUMBER(S), if applicable	Descriptions of material (number of pieces, type, dimension, weight)	GPS Coordinates
		degrees, minutes, decimal minutes (DD°MM.mmm')
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''
		Lat: _____ ° _____ ' _____ '' Lon: _____ ° _____ ' _____ ''

A copy of the below referenced permit(s) and all associated conditions is attached to this manifest and shall be carried on board the vessel during loading, storing, or transporting artificial reef material.

**-- OFFICIAL USE ONLY --**

(TO BE COMPLETED BY PERMIT HOLDER, OR AUTHORIZED ARTIFICIAL REEF INSPECTOR)

Permit Holder: \_\_\_\_\_  
Name of U.S. Department of the Army, Corps of Engineers (ACOE) Permit Holder

ACOE permit number \_\_\_\_\_, permitted site name \_\_\_\_\_

issued on \_\_\_\_\_ and has an expiration date of \_\_\_\_\_

Local tracking number (if applicable): \_\_\_\_\_

\_\_\_\_\_  
(Name of FWC authorized Artificial Reef Inspector, printed)

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

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

# **EXPLANATION SHEET FOR THE ARTIFICIAL REEF MATERIALS CARGO MANIFEST FORM**

The attached artificial reef cargo manifest has been developed in compliance with subsection 370.25 (6)(b), Florida Statutes, which states that:

"It is unlawful for any person to: store, possess or transport on or across state waters any materials reasonably suited for artificial reef construction and stored in such a manner providing ready access for use and placement as an artificial reef, unless a valid cargo manifest issued by the commission or a commission-certified inspector is onboard the transporting vessel. The manifest will serve as authorization to use a valid permitted site or land-based staging area, which will validate that the type of artificial reef construction material being transported is permissible for use at the permitted site, and will describe and quantify the artificial reef material being transported. The manifest will also include the latitude and longitude coordinates of the proposed deployment location, the valid permit number, and the copy off the permit conditions for the permitted site. The manifest must be available for inspection by any authorized law enforcement officer or commission employee."

This requirement for a cargo manifest became part of the statutory revision of the artificial reef program statute Section 370.25 Florida Statutes (F.S.), modified during the 2000 State of Florida Legislature. The statutory language allows a "commission certified inspector" to complete and approve the artificial reef materials cargo manifest. Therefore, we are providing the attached cargo manifest form to all local coastal government artificial reef coordinators and eligible non-profit corporations who may physically construct artificial reefs with the approval of the permit holders.

## **INSTRUCTIONS**

**A separate cargo manifest form is to be completed for each load to be transported offshore (i.e., one manifest per voyage). The manifest is to list all, and only, the reef materials onboard.**

**The top of the form is to be filled out by the reef builder with his/her contact information and the information about the proposed reef materials to be deployed written into the boxes. If several materials are identical but have different tag numbers, please write "SAME" in the box for the other materials. Also put "SAME" under additional coordinates if all materials are going to the same deployment site.**

**The shaded portion of the form at the bottom is to be filled out by the materials inspector. The cargo manifest must be completed by an entity representing the holder of the applicable artificial reef permit to assure that all materials meet the requirements of the permit.**

## **Completion of the artificial reef materials cargo manifest is required for all construction activities.**

The requirement to complete this document is not intended to be an undue burden on entities wishing to legally construct artificial reefs within permitted sites, but is a tool to assist law enforcement personnel in preventing the illegal construction of artificial reefs without the knowledge of the permit holder or in areas outside of legally permitted sites. It is intended to allow law enforcement staff to determine whether or not a load of materials is legal under the permit conditions. Without a properly completed Cargo Manifest Form on board, reef builders will be returned to port pursuant to Chapter 370.25 (6) (b). It is not necessary to send a copy of the Cargo Manifest Form to the FWC artificial reef section in Tallahassee. Documentation of the reef building activity should be maintained by the entity issuing the manifest in the event of any FWC inquiries.

**Reminder:** the placement of all public artificial reefs in state or adjacent federal waters requires the submittal of a Materials Placement Report to the FWC artificial reef program within 30 days of public reef deployment in accordance with s. 370.25 F.S.





# FLORIDA ARTIFICIAL REEF MATERIALS PLACEMENT REPORT AND POST-DEPLOYMENT NOTIFICATION



## To Be Completed For Each Deployment Location or Date of Deployment

County or Municipality: \_\_\_\_\_ Date of Placement: \_\_\_\_\_

Grant No. FWC - \_\_\_\_\_ U.S. Army Corps Permit No.: \_\_\_\_\_  
(if applicable)

Total project cost: \$ \_\_\_\_\_

Funding Source(s) and Amount(s): FWC \$ \_\_\_\_\_ Local \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

Name of Permitted Reef Site: \_\_\_\_\_ Location Name for This Deployment: \_\_\_\_\_

Latitude: \_\_\_\_\_ ° \_\_\_\_\_ ' North  
(degrees, minutes, decimal minutes (DD°MM.mmm'))

Longitude: \_\_\_\_\_ ° \_\_\_\_\_ ' West  
(degrees, minutes, decimal minutes (DD°MM.mmm'))

GPS Brand and Model Number: \_\_\_\_\_

Geographical Location: \_\_\_\_\_ at \_\_\_\_\_ degrees from \_\_\_\_\_  
(nautical miles) (bearing) (reference inlet)

Water Depth: \_\_\_\_\_ feet - Maximum Material Height: \_\_\_\_\_ feet = Minimum Vertical Clearance: \_\_\_\_\_ feet

**TYPE AND AMOUNT OF MATERIAL DEPLOYED AT THE LOCATION DESCRIBED ABOVE:**  
(ATTACH A PHOTOGRAPH OF THE MATERIAL ON THE BARGE IMMEDIATELY PRIOR TO DEPLOYMENT) ☐

Primary Type of Material: \_\_\_\_\_ Number of Pieces: \_\_\_\_\_

Dimensions: \_\_\_\_\_

Secondary Type of Material: \_\_\_\_\_ Number of Pieces: \_\_\_\_\_

Dimensions: \_\_\_\_\_

TOTAL TONNAGE FOR THIS DEPLOYMENT: \_\_\_\_\_

**I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE**

Observer's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(PLEASE PRINT) (PLEASE PRINT)

Observer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Observer's Remarks: \_\_\_\_\_

**I DO HEREBY CERTIFY THAT THE ABOVE INFORMATION COMPLIES WITH THE ABOVE REFERENCED PERMIT CONDITIONS**

Permittee's Staff Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(PLEASE PRINT) (PLEASE PRINT)

Permittee's Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Local Tracking number \_\_\_\_\_ FWC Tracking number \_\_\_\_\_ Entered by \_\_\_\_\_ on \_\_\_\_\_  
Rev. 4/23/2007 FWC initials date

Second page to contain instructions....

FOR GRANT-FUNDED REEFS, the following data will be recorded at the staging area prior to and after the deployment. This formula represents an average, single rake barge and may not represent the exact tonnage of materials placed.

USING THIS FORMULA FOR PAYMENT OF TRANSPORTATION COSTS SHOULD BE AGREED UPON IN ADVANCE WITH A CONTRACTOR.

Barge Length: \_\_\_\_\_ feet   Barge Width: \_\_\_\_\_ feet   Loaded Draft: \_\_\_\_\_ feet   Unloaded Draft: \_\_\_\_\_ feet

(Length X Width X Loaded Draft X 0.93 X 65) = 2,000 = \_\_\_\_\_ (Loaded barge weight in tons)  
SUBTRACT

(Length X Width X Unloaded Draft X 0.93 X 65) = 2,000 = \_\_\_\_\_ (Unloaded barge weight in tons)

TOTAL TONNAGE FOR THIS DEPLOYMENT = \_\_\_\_\_

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or in Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8½ " by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [http://www.myfwc.com/WILDLIFEHABITATS/manatee\\_sign\\_vendors.htm](http://www.myfwc.com/WILDLIFEHABITATS/manatee_sign_vendors.htm). Questions concerning these signs can be forwarded to the email address listed above.

# **CAUTION: MANATEE HABITAT**

**All project vessels**

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

Report any collision with or injury to a manatee:



**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC



**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
**NATIONAL MARINE FISHERIES SERVICE**  
Southeast Regional Office  
263 13th Avenue South  
St. Petersburg, FL 33701

## **SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS**

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc





## **Vessel Strike Avoidance Measures and Reporting for Mariners NOAA Fisheries Service, Southeast Region**

### **Background**

The National Marine Fisheries Service (NMFS) has determined that collisions with vessels can injure or kill protected species (e.g., endangered and threatened species, and marine mammals). The following standard measures should be implemented to reduce the risk associated with vessel strikes or disturbance of these protected species to discountable levels. NMFS should be contacted to identify any additional conservation and recovery issues of concern, and to assist in the development of measures that may be necessary.

### **Protected Species Identification Training**

Vessel crews should use an Atlantic and Gulf of Mexico reference guide that helps identify protected species that might be encountered in U.S. waters of the Atlantic Ocean, including the Caribbean Sea, and Gulf of Mexico. Additional training should be provided regarding information and resources available regarding federal laws and regulations for protected species, ship strike information, critical habitat, migratory routes and seasonal abundance, and recent sightings of protected species.

### **Vessel Strike Avoidance**

In order to avoid causing injury or death to marine mammals and sea turtles the following measures should be taken when consistent with safe navigation:

1. Vessel operators and crews shall maintain a vigilant watch for marine mammals and sea turtles to avoid striking sighted protected species.
2. When whales are sighted, maintain a distance of 100 yards or greater between the whale and the vessel.
3. When sea turtles or small cetaceans are sighted, attempt to maintain a distance of 50 yards or greater between the animal and the vessel whenever possible.
4. When small cetaceans are sighted while a vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until the cetacean has left the area.
5. Reduce vessel speed to 10 knots or less when mother/calf pairs, groups, or large assemblages of cetaceans are observed near an underway vessel, when safety permits. A single cetacean at the surface may indicate the presence of submerged animals in the vicinity; therefore, prudent precautionary measures should always be exercised. The vessel shall attempt to route around the animals, maintaining a minimum distance of 100 yards whenever possible.

6. Whales may surface in unpredictable locations or approach slowly moving vessels. When an animal is sighted in the vessel's path or in close proximity to a moving vessel and when safety permits, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area.

#### **Additional Requirements for the North Atlantic Right Whale**

1. If a sighted whale is believed to be a North Atlantic right whale, federal regulation requires a minimum distance of 500 yards be maintained from the animal (50 CFR 224.103 (c)).
2. Vessels entering North Atlantic right whale critical habitat are required to report into the Mandatory Ship Reporting System.
3. Mariners shall check with various communication media for general information regarding avoiding ship strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard NAVTEX broadcasts, and Notices to Mariners. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NMFS Southeast Region, Protected Resources Division for more information regarding the CD).
4. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16.

#### **Injured or Dead Protected Species Reporting**

Vessel crews shall report sightings of any injured or dead protected species immediately, regardless of whether the injury or death is caused by your vessel.

Report marine mammals to the Southeast U.S. Stranding Hotline: 877-433-8299  
Report sea turtles to the NMFS Southeast Regional Office: 727-824-5312

If the injury or death of a marine mammal was caused by a collision with your vessel, responsible parties shall remain available to assist the respective salvage and stranding network as needed. NMFS' Southeast Regional Office shall be immediately notified of the strike by email ([takereport.nmfs@noaa.gov](mailto:takereport.nmfs@noaa.gov)) using the attached vessel strike reporting form.

#### **For additional information, please contact the Protected Resources Division at:**

NOAA Fisheries Service  
Southeast Regional Office  
263 13<sup>th</sup> Avenue South  
St. Petersburg, FL 33701  
Tel: (727) 824-5312  
Visit us on the web at <http://sero.nmfs.noaa.gov>

13

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:** AVCON, Inc. to provide the Board an update on current and upcoming airport activities and projects at Perry-Foley Airport.



**MEETING DATE REQUESTED:** August 16, 2022

**Statement of Issue:** John Collins of AVCON, Inc. to provide the Board an update on current and upcoming projects at Perry-Foley Airport.

**Recommended Action:** No action required.

**Fiscal Impact:** Not Applicable

**Budgeted Expense: Y/N** Not Applicable

**Submitted By:** Melody Cox, Grants Writer

**Contact:** Melody Cox

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

**History, Facts & Issues:** AVCON, Inc. provides professional engineering, planning, design, and construction management services to the County for aviation activities and projects at Perry-Foley Airport. AVCON's services to the Airport are 100% grant funded. FAA requires the County to have a qualified aviation professional services and consulting firm under contract to be eligible for FAA funding.

**Attachments:** Not applicable





*Transforming Ideas Into Reality*



**Perry Foley Airport**  
**Presentation to Taylor County**  
**Board of County Commissioners**  
**August 16, 2022**

**AVCON**  
**Engineers & Planners**

# Presentation

To update the County on projects at Perry Foley Airport & services provided by AVCON

## Outline:

- AVCON Overview
- Understanding of Factors Affecting your Airport
- Recent Projects at Perry Foley Airport
- Upcoming Projects
- Added Value AVCON offers Taylor County
- Questions

# AVCON Key Staff & Services

→ **John Collins, P.E.**  
*Senior Project Manager*

→ **Virgil C. "Lee" Lewis, P.E.**  
*Regional Manager;  
AVCON Principal*

→ **Calvin Palmer, P.E.**  
*Deputy Project Manager*

→ **Mary Soderstrum, AIA**  
*Airport Planner*

→ **Full Range of Specialists**

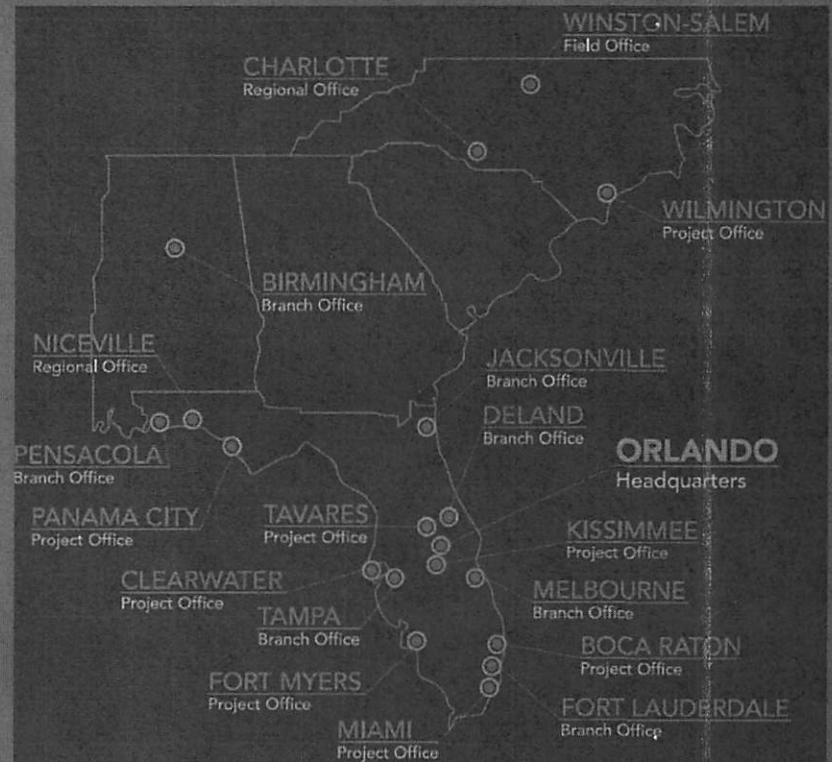
- Airfield Pavements
- Airfield Lighting & Signage
- Aircraft Hangars
- Airport Master Planning
- Drainage & Permitting
- Structural Engineering
- Mechanical/Electrical/  
Plumbing
- Road Design
- Primary Utility Systems
- Industrial Park Infrastructure
- Airport Zoning Ordinances
- Fuel Farm Design

AVCON



# AVCON Overview

- Full-Service Engineering & Planning
- Established 1988
- Based in Florida
- 100 Employees
- History of Innovation:
  - LED Lighting Systems
  - Creative Drainage Concepts
  - In-Place Recycling
  - Lightning Protection Standards
  - Asphalt Pavement Enhancement
- FAA & FDOT Relationships
- Great Success with General Aviation Airports
- Success Serving Perry Foley Airport since 2007



AVCON

# Understanding of Taylor County & Perry Foley Airport

ENTERING  
TAYLOR  
COUNTY

## FLORIDA DEPARTMENT OF TRANSPORTATION Airport Profile

### PERRY-FOLEY AIRPORT

Perry-Foley Airport is located in Taylor County, approximately 50 miles southwest of Tallahassee. The airport has two operational runways, the longest measuring 4,000 feet. Due to its location between other general aviation airports in the region, the airport attracts transient pilots as a self-service refueling stop.

The airport primarily supports recreational users and corporate business travel. Local manufacturing and timber companies and defense contractors regularly use the airport for business travel. The Florida Department of Forestry has based aircraft at the airport, used for fire patrol. The airport also supports emergency medical aviation, aerial inspection and photography, and agricultural spraying. As a former military training facility during World War II, Perry-Foley Airport still supports military training on a regular basis.

#### On-Airport Income

\$0

#### Water Spending

\$0

#### Municipal

\$0

#### Total Employment

19

Total Payroll:

\$421,000

Total Direct:

\$1,286,000

→ Local Industries

→ Value of Airport to Community:

- Nearly \$1.286M in direct & indirect economic impacts for community (FDOT - 2019)
- Gateway for local businesses & visitors to area
- Future development opportunities

→ REDI County

- Limited Funding Resources
- Self-Sufficiency goals

→ Leveraging of Local Funds

→ FDOT Program Manager: Donna Whitney

→ FAA Program Manager: Stephen Wilson  
and Chastity Clark

AVCON



# Successful Airport Projects



AVCON



# Successful Airport Projects

## → North T-Hangar Development:

- Important revenue stream for airport

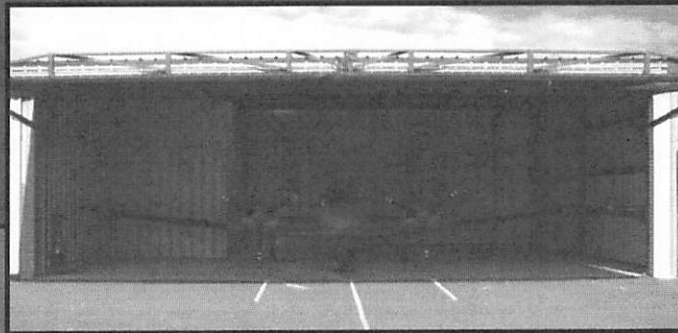


AVCON

# Successful Airport Projects

## → North T-Hangar Development:

- Designed & permitted drainage system to support future build-out of hangars
- Buried materials discovered during construction; worked with FAA to ensure 100% eligibility of added work (\$12,000)



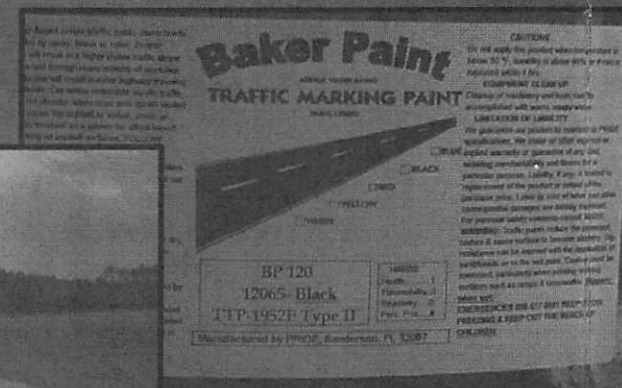
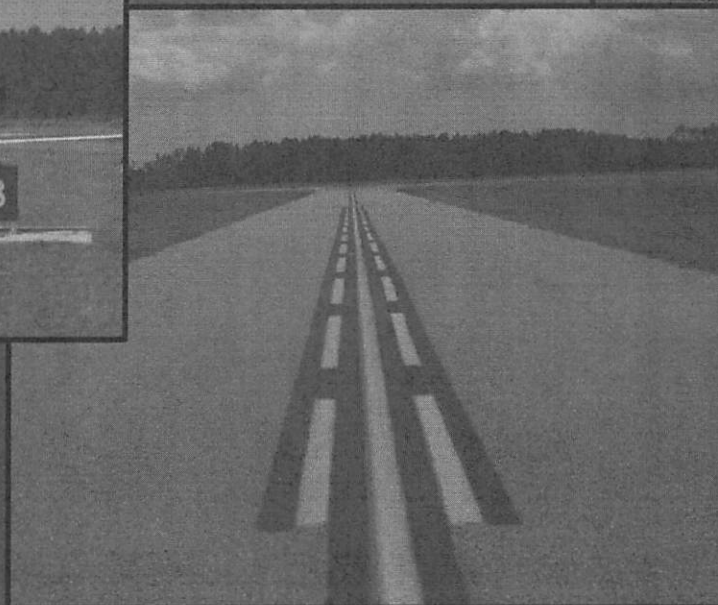
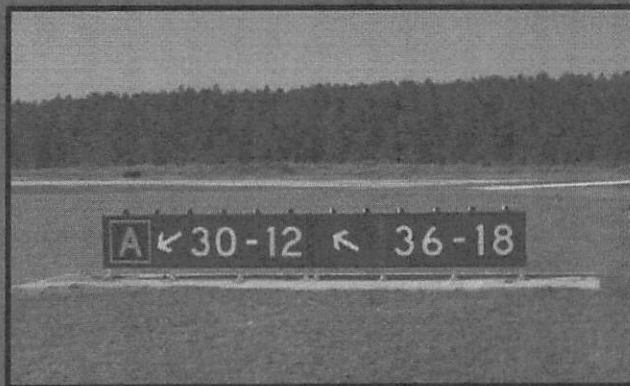
AVCON



# Successful Airport Projects

## ➔ Marking & Lighting Project:

- Lengthened Runway 18-36 from 4,986 ft ➔ 5,013 ft
- FAA marking & signage improvements
- Enhanced centerline markings
- LED windcones & edge Lights

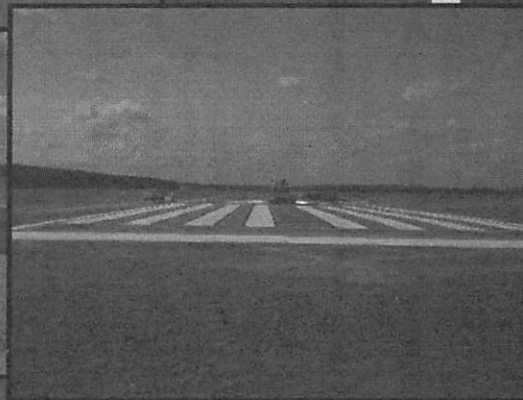
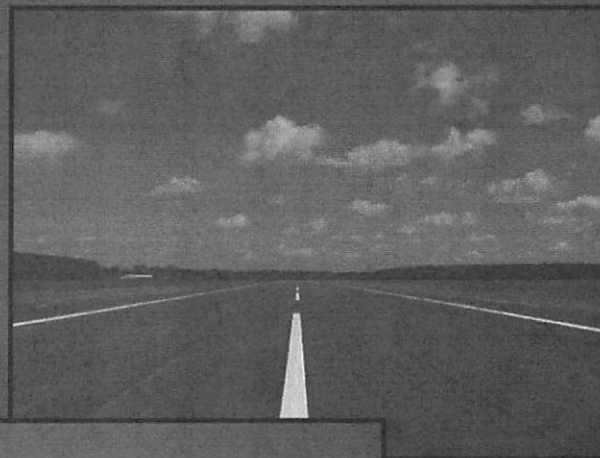
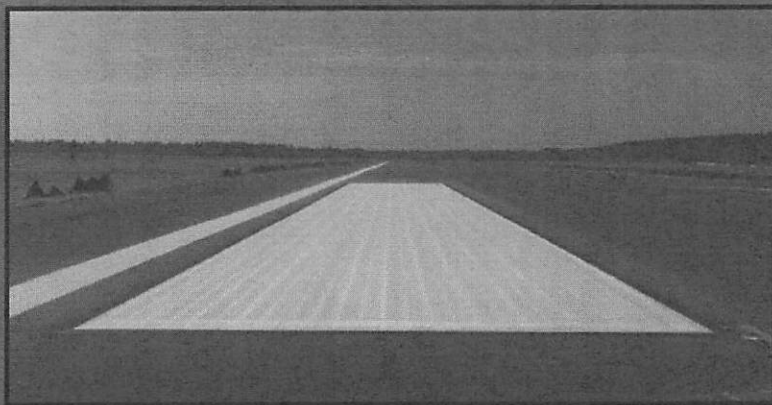


AVCON

# Successful Airport Projects

## → Runway 18-36 Rehabilitation, Phase 1 and 2:

- Phased to meet budget
- Bid alternates to maximize improvements within budget
- Completed on schedule



AVCON

# Successful Airport Projects

## → Corporate Hangar Development:

- 3,600 sf corporate hangar, 58 ft x 18 ft clear door opening
- Tenant commitment before building complete
- Designed to accommodate 30 ft additions
- Restroom addition



AVCON



- Project future aviation demand
- Prepare plan to accommodate future needs
- Update Airport Layout Plan (ALP)



# Successful Airport Projects

## → Rehabilitate Concrete Apron:

- Concrete apron in poor condition
- Detailed pavement evaluation
- Bid project with four alternates
- 100% funding from FAA and FDOT



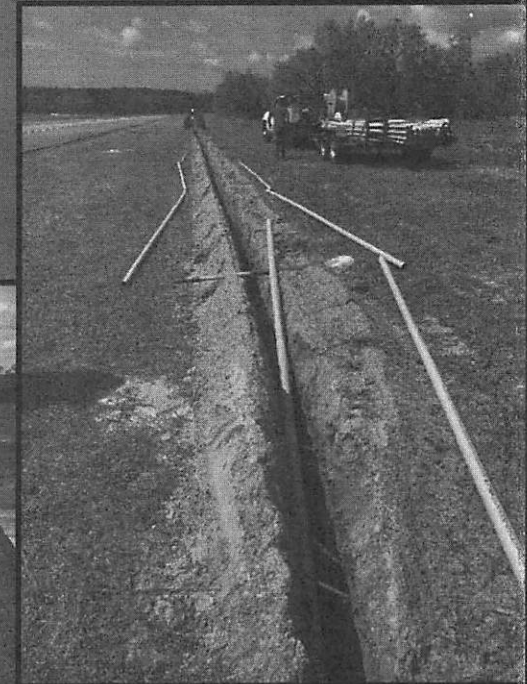
AVCON



# Successful Airport Projects

## ➔ Airfield Electrical Rehabilitation:

- Replace lighting on Runway 18-36
- More energy efficient and durable LED fixtures
- Construction in July 2018



AVCON

# Successful Airport Projects

## → Obstruction Removal:

- Remove trees south of Runway 18-36
- Follow FDEP guidelines
- Coordinate closely with Foley Cellulose

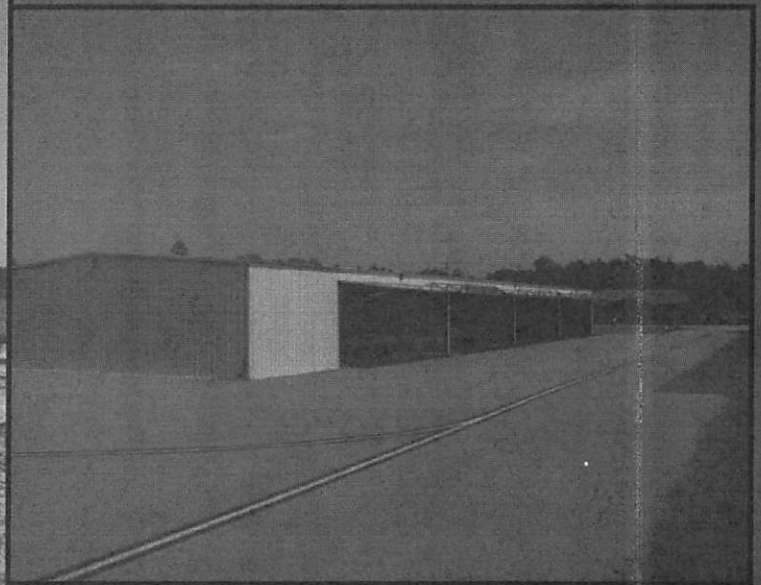


AVCON



# Future Projects

- Wildlife Hazard Assessment (Ongoing)
- Rehabilitate Runway 12-30 (\$3.025M) (2022-2023)
- Realign Taxiways (\$5.5M) (2023-2024)
- Rehabilitate Concrete Apron (\$1.5M) (2023-2024)
- Construct Hangar Developments (\$2.7M) (2025-2028)



AVCON



# AVCON: Added Value

## ☒ Willing to perform work at our own risk

- Primary Runway Justification Study
- Runway 18-36—Phase I & II
- Concrete Apron Rehabilitation

## ☒ Coordinate closely with FAA and FDOT

- Update online funding databases and meetings

## ☒ Assistance with CIP & Funding

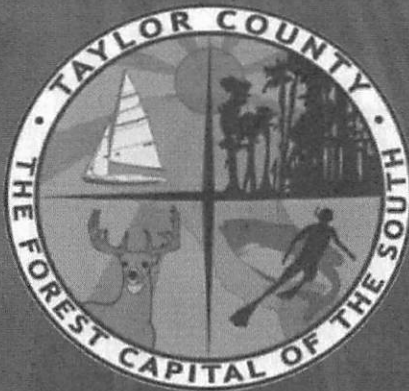
- JACIP Updates
- FAA & FDOT Budgeting

# Added Value

- ☒ **Use of Local Subs when possible**
- ☒ **Competitive Fees**
  - Comparative Independent Fee Estimates
  - Willingness to negotiate any scope/fee
- ☒ **Limited Travel Expenses**
  - Meetings with County, FAA, and FDOT at no added cost
- ☒ **Coordinated State Funding of Your Local Share**
  - Policy is exception for FAA projects
  - Significant Development for Taylor Co.

# Summary

- Successful implementation of your airport projects
- Maximizing use of Taylor County resources/funds
- AVCON offers added value to the County
- Great outlook for the Perry Foley Airport



**AVCON, INC.**  
**Engineers & Planners**





*Transforming Ideas Into Reality*

# QUESTIONS

**John Collins, P.E.**

**AVCON, INC.**

850-678-0050 office

850-737-0415 cell

[jcollins@avconinc.com](mailto:jcollins@avconinc.com)



**Perry Foley Airport**

**Presentation to Taylor County  
Board of County Commissioners**

**August 16, 2022**

**AVCON**  
Engineers & Planners

UnitedHealthcare Medical Proposed Rates for TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Effective Date: 10/01/2021 | Customer Number 00752240

UBundle Applied

• The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

Medical Plan Name	Current	2022-2023 Plan Year
	BWO6-M (UHC INS 2021-Traditional) Rx Plan: 570	BWO6-M (UHC INS 2022-Traditional) Rx Plan: 570
Product	Choice+ Legacy Insurance *	Choice+ Legacy Insurance *
Plan Offering	Single Option	Single Option
<b>Benefits*</b>	<b>Network Single/Family</b>	<b>Network Single/Family</b>
Office Copay (PCP/SPC)	PCP \$20, SPC \$35	PCP \$20, SPC \$35
Hospital Copays	OP D&C, IP D&C	OP D&C, IP D&C
UC/ER	UC \$75, ER D&C	UC \$75, ER D&C
Major Diag Copay	MD \$150	MD \$150
X-Ray and Lab	L&X \$0	X-Ray \$0, Lab \$0
Deductible	\$500 Single/\$1,000 Family (Emb)	\$500 Single/\$1,000 Family (Emb)
Coinsurance	80%	80%
Out-of-Pocket Maximum	\$4,000 Single/\$8,000 Family	\$4,000 Single/\$8,000 Family
Pharmacy Tier 1 Copay	\$10.00	\$10.00
Pharmacy Tier 2 Copay	\$35.00	\$35.00
Pharmacy Tier 3 Copay	\$70.00	\$70.00
	<b>Out of Network Single/Family</b>	<b>Out of Network Single/Family</b>
Deductible	\$2,000 Single/\$4,000 Family (Emb)	\$2,000 Single/\$4,000 Family (Emb)
Coinsurance	50%	50%
Out of Pocket	\$16,000 Single/\$32,000 Family	\$16,000 Single/\$32,000 Family
<b>Enrollment</b>		
Employee	106	106
Employee + Spouse	32	32
Employee + Child(ren)	22	22
Employee + Family	32	32
Total	192	192
	<b>Rates (Billed)</b>	<b>Rates (Billed)</b>
	Current	Proposed
Employee	\$778.37	\$809.50
Employee + Spouse	\$1,907.01	\$1,983.28
Employee + Child(ren)	\$1,447.77	\$1,505.67
Employee + Family	\$2,342.91	\$2,436.61
<b>Monthly Cost</b>	<b>\$250,356</b>	<b>\$260,368</b>
<b>Annual Cost</b>	<b>\$3,004,267</b>	<b>\$3,124,419</b>

Percentage of Increase  
Annual Increase Additional Cost

4.0%  
\$120,151

Half Month's Premium Credit Amount

\$130,184



# Gary Knowles

Taylor County, Florida

July 26, 2022

TO THE HONORABLE BOARD  
OF COUNTY COMMISSIONERS  
TAYLOR COUNTY FLORIDA  
PO BOX 620  
PERRY, FLORIDA 32348

In Re: Tax Deed Application No. 22-014

DEAR COMMISSIONERS:

This is to advise that one of the COUNTY TAX DEED APPLICATIONS, being TDA No. 22-014, had no bidders at the Public Sale, and therefore has been placed on the list entitled "LAND AVAILABLE FOR TAXES."

THE TAX CERTIFICATE No. 661 of 2020  
THE PARCEL No. R05290-000  
THE OPENING BASE BID on 07/11/2022 was \$5,028.62  
THE DESCRIPTION OF THE PROPERTY IS:

**Described as:**

**Section 26 Township 04 Range 07.**

**N. L. Smith Subdivision Lot 13 Block D Containing 0.94 acres, more or less.**

The County may purchase the land for the opening bid (plus interest and fees when applicable) during the first 90 days of being placed on the list of "LAND AVAILABLE FOR TAXES," which date is October 11, 2022. THEREAFTER any person, the County, or any other Governmental unit may purchase the land from the Clerk.

I further advise you that if the property is not purchased within three (3) years from the date the land was offered for Public Sale (July 11, 2025) the land will automatically escheat to the county.

**THIS IS THE OFFICIAL 90 DAY NOTICE.**

Assuring you of my cooperation, I am

Sincerely,

Gary Knowles  
Clerk of Court  
Taylor County Florida

*Glenda Mathews*  
By Glenda Mathews, Deputy Clerk

cc: County Administrator  
County Attorney

108 NORTH JEFFERSON STREET, SUITE 102, PERRY, FL 32347

P.O. BOX 620, PERRY, FL 32348

Phone: (850) 838-3506

Fax: (850) 838-3549

www.taylorclerk.com

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to approve Grant Application and support documents required for the submission of a grant requesting funding assistance in the amount of \$200,000 for Taylor County Sports Complex for the 2023-2024 Florida Recreation Development Assistance Program (FRDAP) funding cycle.

**MEETING DATE REQUESTED:**

August 16, 2022

**Statement of Issue:** Requesting Board approval of Grant Application and support documents to the 2023-2024 FRDAP funding cycle requesting funding assistance for the continued development at Taylor County Sports Complex.

**Recommended Action:** Approval of Grant Application and support documents.

**Fiscal Impact:** The County will be submitting a grant application in the amount of \$200,000 (the maximum grant amount) and will be providing a match of \$200,000 if the grant is awarded.

**Budgeted Expense: Y/N** If the County is awarded a grant, the project will not need to be budgeted until July 2023. The match would not be required until County FY 2023-2024.

**Submitted By:** Melody Cox, Grants Writer

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Two public hearings have been held to receive public input as to the grant submission to the FRDAP program for additional improvements to Taylor County Sports Complex. The proposed project includes: construction of a softball field, improvements to the basketball courts, parking improvements, landscaping, installation of a picnic area near the softball fields, and installation of security lighting. The County had previously received funding assistance for five prior phases of the development of the Sports Complex. If awarded a grant, the County will have three years to complete the project.

**Attachments:** Grant Application with support documents.

[HOME \(/GRANTS/S/\)](#) [FRDAP](#) [ORCP](#) [CONTACT MANAGEMENT \(/GRANTS/S/CONTACT-MANAGEMENT\)](#)

The fields denoted with red asterisk (\*) must be completed in order to create new application.

## The Florida Recreation Development Assistance Program (FRDAP) Grant Application

> Create a New Grant Application

∨ Existing Draft Applications

### Draft FRDAP Grant Applications

Applicant Name	Project Name	Status	Prepared By	Created Date
Taylor County	Taylor County Sports Complex Phase 7	Draft	Jami Evans	Aug 8, 2022
Taylor County	Taylor County Sports Complex Phase 7	Draft	Jami Evans	Oct 12, 2021

Modify Draft Application

### Application

#### 1. Applicant Information

\* (required) Applicant Account ⓘ

Taylor County



Applicant FEID 59-6000879

Applicant Address 201 East Green Street

Applicant City Perry

Applicant State Florida

Applicant Zip Code 32347

Applicant Population ⓘ

22,400

Applicant Current Operating Budget ⓘ

\$61,085,831.00

Applicant Contact ⓘ

Melody Cox





Applicant Contact Title ⓘ

Grant Writer

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Certification ⓘ



If applicable, attach letter of delegation authorizing you to submit this application on behalf of the applicant.

## Project Information

\* (required) Name of Project ⓘ

Taylor County Sports Complex Phase 7

\* (required) Project Type ⓘ

Development ▼

Site Control ⓘ

Owned by Applicant ▼

Date Site Control Expires ⓘ



Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period. • School board property is ineligible either by lease or ownership. • Include a copy of the site control documents (e.g., deed, lease, etc.). If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion. (Label as Exhibit "N")

## Project Location

Project Street ⓘ

1685 N. US 19

Project City ⓘ

Perry

Project County ⓘ

DC-00011 ✕

Project County Display ⓘ

Taylor

Project State ⓘ

Florida ▼

Project Zip Code ⓘ

32347

Project Geo Location

Latitude

30.13774

Longitude

-83.60584

D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED: This should be the Florida Senate and Florida House district in which the proposed project site is located. If you are not sure of the district, contact your local office of the Supervisor of Elections. (There is only one each.)

State Senator ⓘ

Loranne Ausley

Senate District Number ⓘ

03 ▼

State Representative ⓘ

Jason Shoaf

House District Number ⓘ

07

**E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED:**

Acres Acquired ⓘ

74.00

**F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.**

1) For Development Projects: (a) Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.

Proposal Description ⓘ

See Exhibit "P"

Natural Spring on Site ⓘ

No

Public Access Provided ⓘ

Yes

Describe Public Access ⓘ

The Taylor County Sports Complex can be accessed by the public 7 days a week at the entrance located on N. US 19 in Perry, Florida

2) For Acquisition Projects: (In addition to the above information) (a) If the proposed project consists of acquiring multiple parcels or from multiple owners, identify specific order in which the parcels will be acquired to ensure that in the event that all parcels cannot be acquired, the purposes of the project can be achieved. Also address the ability to have public access to the park either through an existing street or easement. (Label as Exhibit\_P)

Acquiring Multiple Parcels ⓘ

**Financial Information****Grant Match Ratios: (Based on the grant cap of \$200,000)**

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types. The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.

**A. FRDAP Funds Requested (State Share) Line A**

ⓘ

\$200,000.00

**B. Local Funds Available: (Grantee Share)**

ⓘ

\$200,000.00

**C. In-Kind: Line C**

1  
\$0.00

D. Land Value: Line D

1  
\$0.00

If property is developed, land value CANNOT be used as a match.

E. Total Local Match: Line E (Sum of lines B, C and D)

1  
\$200,000.00

F. Total Cost of Proposed Project

1  
\$400,000.00

Sum of Lines A and E (Should not total more than \$400,000)

(If approved for REDI Match Waiver, fill out REDI Waiver Forms at located under FRDAP Administrative Forms at

<https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program> (<https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>).

).

Submitting Ready Waiver? 1

You will upload all exhibits in the "Exhibit Upload" section before submitting your application [linked table \(/grants/s/frdap-exhibit-table\)](#) for consideration. The

indicates what exhibits are required to be included in your application.

Update Existing Application

> Project Elements

> Evaluation

> Exhibit Upload

> Application Flags/Self Score Overview

> Submit for Consideration

#### Instructions for Requesting a New Account

Select the link below to contact the FRDAP team. When requesting a New Account, please provide the following information.

<https://fdp.force.com/grants/s/frdap-application>

- Account Name
- Mailing Address
- FEID
- Website (if available)
- [Send an email to request new Account \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject="Account\)](mailto:FRDAP_Generic_Email@dep.com?subject=)

#### **Instructions for Requesting a New Contact**

**Select the link below to contact the FRDAP team. When requesting a New Contact, please provide the following information.**

- Contact Name
- Contact Email Address
- Contact Phone Number
- Contact Mailing Address
- Name of Account the Contact is Associated with
- [Send an email to request new Contact \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject="Contact\)](mailto:FRDAP_Generic_Email@dep.com?subject=)

Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399-3000

HOME (/GRANTS/S/) FRDAP ▾ ORCP ▾ CONTACT MANAGEMENT (/GRANTS/S/CONTACT-MANAGEMENT)



The fields denoted with red asterisk (\*) must be completed in order to create new application.

## The Florida Recreation Development Assistance Program (FRDAP) Grant Application

> Create a New Grant Application

> Existing Draft Applications

▽ Project Elements

Instructions for Completing the Project Work Plan

Project Budget Detail

After reviewing the Instructions for Completing the Project Work Plan, select the Project Budget Detail Tab to begin entering the Project Element information.

### Project Budget Detail

Type ▾	Project Element ▾	Paid with Grant Funds ▾	Paid with Match Funds ▾	Total Cost Grant Funds ▾	1
New Primary	Softball Field Improvements	\$193,000.00	\$189,500.00	\$200,000.00	
New Primary	Picnic Facility Renovations	\$3,000.00	\$0.00	\$200,000.00	
Renovation Primary	Basketball Court Improvements	\$4,000.00	\$3,000.00	\$200,000.00	
New Support	Security Lighting	\$0.00	\$1,000.00	\$200,000.00	
New Support	Landscaping	\$0.00	\$1,500.00	\$200,000.00	
Renovation Support	Parking Improvements	\$0.00	\$5,000.00	\$200,000.00	

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

\* (required) Type ⓘ

Renovation Support ▾

\* (required) Project Element ⓘ

Parking Improvements

\* (required) Cost to be Paid with Grant Funds ⓘ

\$0.00

\* (required) Cost to be Paid with Grant Match ⓘ

\$5,000.00

[Create New Project Element](#)

\*All work will be completed in accordance with the approved plans.

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

- > Evaluation
- > Exhibit Upload
- > Application Flags/Self Score Overview
- > Submit for Consideration

#### Instructions for Requesting a New Account

Select the link below to contact the FRDAP team. When requesting a New Account, please provide the following information.

- Account Name
- Mailing Address
- FEID
- Website (if available)
- [Send an email to request new Account \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject=Account\)](mailto:FRDAP_Generic_Email@dep.com?subject=Account)

#### Instructions for Requesting a New Contact

Select the link below to contact the FRDAP team. When requesting a New Contact, please provide the following information.

- Contact Name
- Contact Email Address
- Contact Phone Number
- Contact Mailing Address
- Name of Account the Contact is Associated with
- [Send an email to request new Contact \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject=Contact\)](mailto:FRDAP_Generic_Email@dep.com?subject=Contact)

Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399-3000

[HOME \(/GRANTS/S/\)](#) [FRDAP](#) ▾ [ORCP](#) ▾ [CONTACT MANAGEMENT \(/GRANTS/S/CONTACT-MANAGEMENT\)](#)



The fields denoted with red asterisk (\*) must be completed in order to create new application.

## The Florida Recreation Development Assistance Program (FRDAP) Grant Application

- > Create a New Grant Application
- > Existing Draft Applications
- > Project Elements
- ▾ Evaluation

### FRDAP Application Evaluation

#### Part II - Evaluation Criteria

In this section you will enter your evaluation responses. You must respond to both the General Criteria tab and project type criteria to enter evaluation responses.

The "Update" button must be selected at the end of each criteria section in order to save responses.

Please note, the exhibits indicated are to be uploaded to receive points for your responses. You will upload the exhibits in the "Exhibit Upload" section of this application.

If a question does not apply, it can be skipped.

General Criteria    **DEVELOPMENT CRITERIA**

#### 1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) (If undeveloped, state None). The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Identify and color code different funding phases from the existing facilities.

See Exhibit G - Amenities List and Exhibit G - Conceptual Site Plan

(Label as Exhibit "G") (5 points, If undeveloped)

#### 2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA



A) List the facilities which are addressed on page 7 & 8 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. (See attached pages 22-26 (/grants/s/frdap-ranking)) for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff. (If developing trails, must have separate trails to receive separate points.

(Maximum 30 points)

Softball Field Improvements- 5 Points, Picnic Facility Renovations- 4 Points, Basketball Court Improvements- 4 Points, Security Lighting- 6 Points, Landscaping- 6 Points, Parking Improvements- 6 Points

B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant's population density as set forth in the study titled "1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA". Use the table below to determine in which priority funding need ranking the project falls.

Second Highest Priority Funding Need (8 points)

Name	Phone	Phone
Population Density 1 – Population Under 10,000	Rank 1 Rank 2	Construction Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1 Rank 2	Renovation Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1 Rank 2	Construction Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1 Rank 2	Construction Renovation
Population Density 5 – Population 100,000 and Over	Rank 1 Rank 2	Renovation Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

You must respond to every question on both tabs. Do not leave any questions blank.  
Click "Update" to save your responses for this tab.

Update

> Exhibit Upload

> Application Flags/Self Score Overview

> Submit for Consideration

**Instructions for Requesting a New Account**

**Select the link below to contact the FRDAP team. When requesting a New Account, please provide the following information.**

- Account Name
- Mailing Address
- FEID
- Website (if available)
- [Send an email to request new Account \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject="Account\)](mailto:FRDAP_Generic_Email@dep.com?subject=)

**Instructions for Requesting a New Contact**

**Select the link below to contact the FRDAP team. When requesting a New Contact, please provide the following information.**

- Contact Name
- Contact Email Address
- Contact Phone Number
- Contact Mailing Address
- Name of Account the Contact is Associated with
- [Send an email to request new Contact \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject="Contact\)](mailto:FRDAP_Generic_Email@dep.com?subject=)

Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399-3000



HOME (/GRANTS/S/) FRDAP ▾ ORCP ▾ CONTACT MANAGEMENT (/GRANTS/S/CONTACT-MANAGEMENT)

The fields denoted with red asterisk (\*) must be completed in order to create new application.

## The Florida Recreation Development Assistance Program (FRDAP) Grant Application

- > Create a New Grant Application
- > Existing Draft Applications
- > Project Elements
- ▾ Evaluation

### FRDAP Application Evaluation

#### Part II - Evaluation Criteria

In this section you will enter your evaluation responses. You must respond to both the General Criteria tab and project type criteria to enter evaluation responses.

The "Update" button must be selected at the end of each criteria section in order to save responses.

Please note, the exhibits indicated are to be uploaded to receive points for your responses. You will upload the exhibits in the "Exhibit Upload" section of this application.

If a question does not apply, it can be skipped.

General Criteria    DEVELOPMENT CRITERIA

#### 1. CAPITAL IMPROVEMENT PLAN

A. Is the proposed project identified, in whole or in part, in the applicant's capital improvement plan or schedule during the current or next three (3) fiscal years?

Provide:

1) A letter from the agency's city or county manager certifying the five year capital improvement schedule is officially adopted and date adopted. Project will not receive points if letter is not submitted and does not state the date CIP was adopted.

-AND-

2) A copy of the five-year capital improvement schedule included in the applicant's adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) Please highlight project name, amount and year.

(20 points)

Yes

-OR-

B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds? Provide: a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must clearly indicate the proposed project by name, amount and year and cannot be older than 3 years.

(10 points)

No

(Label as Exhibit "A")

## 2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **OUTDOOR RECREATION IN FLORIDA 2019** (Chapter 6 & 7). Provide quotations or other appropriate references with explanations to justify the correlation. To receive points, must give a detailed explanation as to how the project meets the goals, cannot only list the goals.

See Exhibit "B"

(Label as Exhibit "B") (4 points)

B. 2008 Relative Need Index by Region The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as proposed in the project cost on page 7 & 8 of this application:

(7 points)

### Select Need by Region ⓘ

#### Available

Region V RV / Trailer Camping

Region V Nature Study

Region V Baseball or Softball

Region V Bicycle Riding - Unpaved Tr...

Region V Outdoor Basketball

Region V Soccer or Rugby

Region V Horseback Riding

#### Selected

Region III Baseball or Softball

Region III Picnicking

Region III Outdoor Basketball

**3. PUBLIC PARTICIPATION**

Indicate which of the following apply (Choose ALL that apply): (To receive points for this section any meetings, presentations, or surveys must be held in the current year or within the previous 3 years of application and each of the three meetings must be held separately to receive each set of points. Meetings also must be held prior to the application submittal.)

A. A pre-advertised public meeting was held solely for the purpose of discussing the proposed project. Attach a copy of ad and proof of publication for the advertisement. Advertisement needs to state where and when advertised. If submitting 2 applications, must hold separate meeting for each project (unless they are phased projects of the same park). If not advertised in a newspaper, need a written explanation as to how, when and where advertised, along with a copy of notice/advertisement.

Yes

(Label as Exhibit "C-1") (10 points)

B.

The project was discussed at a regularly scheduled meeting of the applicant's advisory board responsible for park, recreation or leisure service activities. Provide a copy of the minutes of the advisory board meeting(s) where this project was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.**

Yes

(Label as Exhibit "C-2") (7 points)

C.

Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. Provide documentation (minutes from the meeting which the project was discussed with date or thank-you letter from an organization, association, etc.) showing that presentations regarding this project were made to community organizations or groups **OR provide a copy of the survey, who surveyed and summary of the results. Letters of support are not acceptable to receive points.**

Yes

(Label as Exhibit "C-3") (4 points)

**4. OPERATION AND MAINTENANCE**

Capability to develop, operate and maintain the project site: (Check ONLY one):

Provide a brief description of how development, programming and maintenance will be provided and a copy of an agency organizational chart. Must provide both to receive points.

The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. (6 points)

(Label as Exhibit\_D)

**5. PARK PARTNERSHIP**

The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity (within the current or past 3 years) in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the development/construction of this project with the applicant holding the leading management responsibility. The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between either parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services. (A management or maintenance agreement is not acceptable.)

No

(Label as Exhibit "E") (3 points)

**6. TRAIL CONNECTIVITY**

The project provides for increased trail access by connecting an existing, publicly owned and designated recreational trail which is outside the project boundary. Indicate on the site plan the project trail/connection and name and location of existing trail(s) outside the boundaries.

Yes

(Label as Exhibit "G") (5 points)

You must respond to every question on both tabs. Do not leave any questions blank.  
Click "Update" to save your responses for this tab.

Update

- > Exhibit Upload
- > Application Flags/Self Score Overview
- > Submit for Consideration

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  - Contact Mailing Address
  - Name of Account the Contact is Associated with
- 
- [Send an email to request new Contact \(mailto:FRDAP\\_Generic\\_Email@dep.com?subject="Contact"\)](mailto:FRDAP_Generic_Email@dep.com?subject=)

Florida Department of Environmental Protection  
3900 Commonwealth Blvd.  
Tallahassee, FL 32399-3000



## Exhibit B

- A. Explain how the proposed project would address one or more of the issues or goals identified on the State Comprehensive Outdoor Recreation Plan.

Taylor County is a rural fiscally constrained County and is a designated Rural Area of Opportunity (RAO). As an underserved community, Taylor County is also a designated Rural Economic Development Initiative (REDI) area. The County is not requesting a REDI Waiver of Match due to the cost of the proposed project and the County's commitment to the project. The Taylor County Sports Complex Phase 7 project addresses the goals and priorities of the 2019 SCORP as well as expands opportunities in an underserved community.

### **SCORP 2019**

#### **Priority Area 1: Health and Well-being**

**Goal 1-1: Increase the promotion of active and healthy lifestyles in the outdoors.**

##### **Strategies of Goal 1-1:**

- 1. Recreation providers should work with appropriate agencies and organizations to deliver effective programming that boosts physical activity, promotes family-centric health and wellness and exposes youth to nature.**

**Goal 1-2: Increase the number of recreation facilities, programs and opportunities in urban areas and rural communities.**

##### **Strategies of Goal 1-2:**

**Local governments should seek funding to maintain and provide user-oriented facilities and programs in underserved communities.**

As the ONLY Sports Complex in Taylor County, the facility has a huge impact on the community. The Complex is heavily used year round by children and youth for general outdoor recreation and competitive sports which includes soccer, baseball a softball, basketball, and tennis. The proposed projects includes construction of an

additional softball field and much needed improvements to the basketball courts. Without past FRDAP funding assistance, as an underserved, fiscally constrained community, Taylor County would not have been able to provide the facilities which are currently at the Sport Complex or the proposed additional facilities and improvements. The County Recreation Department works closely with local children and youth sports organizations as well as the City of Perry to develop and manage numerous league sports programs as well as tournaments. The County works closely with the Health Department, Taylor County Chamber of Commerce, and Taylor County Tourism Development to provide health and wellness programs at the Complex as well as tourism and economic development activities such as tournaments.

To ensure the County is reaching out to all local children and youth organizations, Taylor County Recreational Advisory Committee meets monthly to address needs, ongoing development, and sports programming for the Complex. Currently, the softball field is used to capacity and the construction of an additional field will allow more children to participate in softball. In addition to the lack of fields for general league play, the County does not have enough fields to host tournaments and children and youth do not get to host and/or play in local tournaments. As a fiscally constrained community, the cost to travel to tournaments outside the County is prohibitive to many children making it impossible to participate. Per studies conducted by Stanford ([www.stanfordchildrens.org](http://www.stanfordchildrens.org)), participation in league sports is instrumental in social skills development, building self-confidence, goal setting, and self-discipline. Studies also reflect children perform better in school with a great sense of self-worth.

Access to physical and recreational opportunities and family-centric health and wellness activities is critical in Taylor County due to the high obesity rate in children at 39.3% per the Center for Disease Control and Prevention (CDC). The average in the State of Florida is 17.8% per [www.stateofchildhoodobesity.org](http://www.stateofchildhoodobesity.org). Obesity can lead to a poorer quality of life and serious health problems. Providing exercise and recreational opportunities and the programming thereof for local children and youth is essential to provide for a healthier, active lifestyle. In addition to children and youth, per [www.flhealthcharts.gov](http://www.flhealthcharts.gov), 68.1% of adults in the County are overweight or obese above the state average of 64.6%. 62.6% adults are considered inactive or insufficiently active. The additional softball field and basketball court improvements will allow for additional recreational opportunities for adults as well as children.

## **Priority Area 2: Public Access, Accessibility, and Connectivity**

**Goal 2-1: Promote the diversity of recreation participants through the development of inclusive and welcoming programs and facilities.**

**Goal 2-5: Promote local parks and trails, along with neighborhood and regional connectivity.**

### **Strategies of Goal 2-5:**

- 1. Local governments should identify by gaps in outdoor opportunities, including equal access to parks, then work to improve access and increase the number of parks, greenways and land and water trusts in urban areas and other underserved communities.**

Currently, the need for additional softball fields limit the number of children who can participate in league sports and tournaments. The per capita income in Taylor County is \$17,391, well below the Florida average of \$32,887. The income disparity makes travelling outside the County to participate in league and competitive sports unattainable in many cases. The new proposed softball field will allow additional children and youth to participate in softball at the Complex and increase inclusiveness. No child who wishes to participate will be excluded.

As a fiscally constrained County, one of economic concern, and a designated Rural Area of Opportunity (RAO) and REDI community, the construction of the additional softball field and other elements in the proposed scope of work will benefit an underserved community as per the Strategies of Priority Area 2 in the 2019 SCORP.

The Taylor County Sports Complex has direct connectivity to numerous nearby residential communities as well as direct connectivity to the City of Perry via the paved Taylor Greenway from the corner of Main Street in Perry along U. S. 19 to the Sports Complex. The Greenway provides a safe route of transportation in a well-lighted safe area for pedestrian and bicycle travel to the Complex. The County has made every effort to ensure connectivity to the Complex from the City of Perry and nearby residential communities.

**“Children live as they play – most importantly, in play children learn how to learn.”**

### **Priority Area 3: Economic Opportunities and Ecotourism**

**Goal 3-1: Promote the economic benefits of outdoor recreation and ecotourism in Florida.**

#### **Strategies of Goal 3-1:**

- 1. Agencies should prioritize planning, funding resources and opportunities towards Rural Areas of Opportunity to enable diversification of their economies and to promote outdoor recreation on their public lands.**

SCORP 2019

**“Directly and indirectly, outdoor recreation stimulates the economy through the purchase of equipment, access and user fees, accommodations, and numerous other travel related expenses.”**

SCORP P Chapter 5 Page 104

More than 95% of tourism in Taylor County is based on outdoor recreation. The Sports Complex has become an excellent asset in promoting tourism by hosting numerous baseball and soccer tournaments. Tournaments bring in a diversity of visitors – often from out of state- who spend two to three days in local hotels, eating establishments, and shopping at retail outlets. With an additional softball field, the County will be able to host larger tournaments which could accommodate 32 teams each weekend. With this, the County estimates this will bring in 1,000 visitors per day for each event. Multiple studies reflect each visitor will average spending \$75 per day in the community. This would have an economic impact of \$75,000 per day on a fiscally constrained community.

Taylor County has traditionally been dependent on recreational fishing, boating, and hunting for tourism. The Sports Complex has enabled the County to diversify and promote tourism through numerous events and tournaments at the Complex. The County has full-time staff to develop and promote the Complex as well as an Advisory Board. As a designated Rural Area of Opportunity, activities which can assist with economic development and tourism are critical to the local economy.

### **Priority Area 4: Resource Management and Stewardship**

**Goal 4-2: Support natural, historical, and cultural resource management to ensure high quality outdoor recreation experiences for Florida’s residents and visitors.**

The County spent a great deal of time preserving, highlighting, and enhancing the native habitat at the Sports Complex. Environmentally friendly, recycled materials have been used throughout the Complex when possible and will also be used when possible for Phase 7. The security lighting which will be added will be energy efficient. Phase 7 includes landscaping with native vegetation.

**“Outdoor recreation is essential to Florida’s prosperity and way of life.”**

Governor Ron DeSantis  
July 24, 2019 SCORP Plan Page 5

Taylor County’s tourism is primarily based on outdoor recreation. From recreational fishing and boating, to hunting, to hiking and biking, to tournaments at the Taylor County Sports Complex. The Sports Complex is quickly becoming a key asset to the County for tourism and economic development. Phase 7 will be instrumental in aiding with the continued development and outdoor recreational programming at the Complex. As a fiscally constrained, underserved county/community county, tourism growth is essential for prosperity in the community.

The Taylor County Sports Complex project meets the Goals and many of the Strategies outlined in the SCORP. The Sports Complex has without a doubt, fostered a sense of community and pride. The Complex was designed to provide physical and recreational activity as well as exposure to nature and native Florida habitat. With past FRDAP funding, the County has been able to develop the Complex in a series of Phases and “recreate” and increase outdoor opportunities for all citizens and will continue to do so in Phase 7 development.

**‘RECREATION SHOULD NOT BE THOUGHT AS A LUXURY, BUT RATHER A NECESSITY THAT IMPROVES OUR HEALTH AND LONGEVITY.’**

SCORP 2019 Chapter 5 Page 86

## **Exhibit "D"**

**Taylor County has a full-time Recreation Manager and support staff. The Manager oversees daily operations at the Sports Complex as well as plans and schedules tournaments and events. The County has a labor crew who maintains and oversees landscaping and mowing. The County's Public Works and Solid Waste Management Departments provides assistance that may be needed for the maintenance of the roads and bridges, tree maintenance and removal, and the removal of any debris or trash that may be too large for the contract labor crews to dispose of.**

**County staff who will assist in the project construction and management, and grants administration have a great deal of experience. The County Engineer who will be providing oversight of the construction of the softball field has more than 25 years of engineering and project management experience and has been directly involved in the development of the Sports Complex since 2007. The County Administrator has more than 10 years project management experience with the County. The two grants staff members who will administer the grant and provide project oversight have 23 and 10 years' experience respectively with grants and project management.**

**An organizational chart is provided as an attachment to Exhibit D.**

# Exhibit G

**Current facilities and amenities at the site include:**

- **Baseball Fields**
- **Softball Fields**
- **Soccer Fields**
- **Tennis Courts**
- **Basketball Courts**
- **1 ¼ mile Walking/Fitness/Nature Trail**
- **Playgrounds**
- **Picnic facilities**
- **Concession Stands**
- **Restrooms**
- **Adult Outdoor Fitness Stations**
- **Connection to Off-Site Trail System (Taylor Greenway)**
- **Nature Study Area**
- **Parking Facilities**
- **Maintenance Building**
- **Recreation Office**

**The Scope of Work in the proposed Phase 7 development at the Sports Complex includes:**

- **Renovation of the softball field portion of the Complex to include the construction of an additional softball field**
- **Construction of a picnic area**
- **Basketball Court renovation and improvements**
- **Security Lighting**
- **Landscaping**
- **Parking improvements**



## **Exhibit "P"**

Taylor County Sports Complex is a 74 acre parcel located on U. S. 19 N, just outside the city limits of Perry. The parcel was purchased by the Taylor County Board of Commissioners in September of 2002 specifically to be developed into a much needed sports complex facility. In addition to developing the site to provide numerous recreational opportunities and amenities, a great deal of planning was put into resource protection preserving the many large Live Oaks located throughout the site and the blackwater stream and its associated habitat including large Cypress trees. A nature and walking trail with boardwalks is located in these areas and all other park development has been directed to other portions of the Complex to ensure there are no negative environmental impacts to the site. As the park has been developed, all new landscaping has been native Florida trees and vegetation. There are no known historical or cultural resources located at the site.

As a fiscally constrained County and a designated Rural Area of Opportunity (RAO), and Rural Economic Development Initiative (REDI) community, the Sports Complex has been developed over a 20 year period in a series of Phases as funding became available. The County has expended more than \$5M on developing the Sports Complex. The County's previously been awarded four FRDAP grants which assisted the County in developing the Complex. Funding assistance from FRDAP has been critical for the development of the site.

The Sports Complex has been developed to meet the needs of local citizens as well as to host tournaments and other events which would facilitate economic and tourism development. The Complex has the potential to be an excellent asset to the County for tourism development by hosting multiple day tournaments which will bring visitors staying two or more days to local hotels, and dining and retail establishments. There are no other public sports facilities in Taylor County other than two older baseball fields in the City of Perry and a small park (Southside Park) which only has a playground, picnic pavilion, and a basketball court. Currently, more than 1,200 children play league sports at the Complex. In addition to the financial commitment to construct and maintain the Sports Complex, the Board of Commissioners has a Recreation Department with full time staff hired specifically for the Complex. The County also formed and appointed Taylor County Recreation Advisory Board (TCRAB) to assist in the decision making process for the Complex and program development.

Current facilities and amenities at the site include:

- \* Baseball Fields with batting cages
- \* Softball Fields
- \* Soccer Fields
- \* Tennis Courts
- \* Basketball Courts
- \* 1 ¼ mile Walking/Fitness/Nature Trail
- \* Playgrounds
- \* Picnic facilities
- \* Concession Stands
- \* Restrooms
- \* Adult Outdoor Fitness Stations
- \* Connection to Off-Site Trail System (Taylor Greenway)
- \* Nature Study Area
- \* Parking Facilities
- \* Maintenance Building
- \* Recreation Office

**The Scope of Work in the proposed Phase 7 development at the Sports Complex includes:**

- a. Renovation of the softball field portion of the Complex to include the construction of an additional softball field**
- b. Construction of a picnic area near the softball fields**
- c. Basketball Court renovation and improvements**
- d. Security Lighting**
- e. Landscaping with native Florida vegetation**
- f. Parking improvements**

**Though the County is eligible to request a Waiver of Match as a REDI designated community, the County has committed to a match of \$200,000 for the project as the additional softball field will enable the County to host larger scale tournaments thus promoting tourism development as well as ensure there are an adequate number of fields and facilities to ensure all children who wish to participate in sports and recreational activities at the Complex have the opportunity to do so.**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and Resolution in the amount of \$9,500 for Financial Project Number 431357-2-94-23 which is for the Perry-Foley Airport's Wildlife Hazard Management Assessment & Plan.

**MEETING DATE REQUESTED:**

**August 16, 2022**

**Statement of Issue:** The Board to approve the FDOT Public Transportation Grant Agreement (FP 431357-2-94-23) and required Resolution for the Perry- Foley Airport's Wildlife Hazard Management Assessment & Plan.

**Recommended Action:** Approve the FDOT Public Transportation Grant Agreement and Resolution.

**Fiscal Impact:** The Grant Agreement is in the amount of \$9,500. The project has an estimated cost of \$95,000, FAA is funding \$85,500 and FDOT is funding the remainder of the project. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI) program. No match will be provided by the County.

**Budgeted Expense: Y/N** Will be budgeted FY 2022-2023. There is no match required for this grant.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Perry-Foley Airport's Wildlife Hazard Management Assessment & Plan has an estimated cost of \$95,000. The County has received and executed an FAA grant in the amount of \$85,500. The FDOT grant will fund the remainder of the project. The project is 100% grant funded. The grant funds are to be expended by September 30, 2025.

**Attachments:** FDOT Public Transportation Grant Agreement and Resolution.

**Form 725-000-01**  
**STRATEGIC**  
**DEVELOPMENT**  
**OGC 04/22**

Financial Project Number(s): (Item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:	088719
431357-2-94-23	Work Activity Code/Function:	215	Object Code:	740100
	Federal Number/Federal Award		Org. Code:	55022020228
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000879004
Contract Number:	Federal Award Date:	N/A		
CFDA Number:	Agency SAM/UEI Number:			
CFDA Title:				
CSFA Number:				
CSFA Title:				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and Taylor County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:**

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Perry-Foley Airport's Wildlife Hazard Management Assessment & Plan. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- |          |  |
|----------|--|
| —        | Aviation   |
| —        | Seaports   |
| —        | Transit  |
| —        | Intermodal   |
| —        | Rail Crossing Closure  |
| <u>X</u> | Match to Direct Federal Funding (Aviation or Transit)                      |
|          | (Note: Section 15 and Exhibit G do not apply to federally matched funding) |
|          | Other  |

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- |   |   |
|---|---|
| X | Exhibit A: Project Description and Responsibilities                     |
| X | Exhibit B: Schedule of Financial Assistance                             |
| — | *Exhibit B1: Deferred Reimbursement Financial Provisions                |
| — | *Exhibit B2: Advance Payment Financial Provisions                       |
| X | *Exhibit C: Terms and Conditions of Construction                        |
| X | Exhibit D: Agency Resolution  |
| X | Exhibit E: Program Specific Terms and Conditions                        |
| X | Exhibit F: Contract Payment Requirements                                |
| X | *Exhibit G: Audit Requirements for Awards of State Financial Assistance |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

☐ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

☐ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
  - a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the      day of     , or within      days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
  - a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
  - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
  - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
  - e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

**9. Project Cost:**

- a. The estimated total cost of the Project is \$95,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$9,500 and, the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:  
  
☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", **Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", **Project Description and Responsibilities**, and as set forth in Exhibit "B", **Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 726-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

audit conducted in accordance with 2 CFR Part 200; Subpart F --Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

- coverage; or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Taylor County

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

Name: Thomas Demps

Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Airport Wildlife Hazard Management Assessment & Plan

**B. Project Location** (limits, city, county, map): Perry-Foley Airport/Perry, FL/Taylor

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees and survey costs. It includes all equipment, labor, and incidentals required to complete the project in accordance with FAA Advisory Circular (AC) 150/5200-33B, Hazardous Wildlife Attractants On or Near Airports. Wildlife Biologist(s) will be qualified in accordance with FAA AC 150/5200-36A, Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Airport Wildlife Hazard Management Assessment & Plan

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Taylor County, Florida  
108 N Jefferson St  
Perry, Florida 32347

March 21, 2022

Mr. Stephen Wilson, Planner  
Federal Aviation Administration  
Orlando Airports District Office  
SouthPark Building  
8427 SouthPark Circle, Suite 524  
Orlando, FL 32819

Dear Mr. Wilson,

Subject: Perry Foley Airport; Perry, Florida  
FY 2023 Airport Improvement Program

In accordance with the Airport Improvement Program (AIP), enclosed please find the 2023 AIP pre-application for the following project:

Airport Wildlife Hazard Management Program

The following items are enclosed for the above project in the grant pre-application:

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
  - Description and Justification (scope of work for planning or environmental projects)
  - Project Funding
  - Project Cost Estimate
  - Project Preliminary Checklist
  - Proposed Project Schedule
  - Project Scope
- ✓ Environmental Determination Documentation for each project

At this time, we are requesting federal participation in the project total which is \$95,000.00. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed project.

Sincerely,

Ms. LaWanda Pemberton  
County Administrator

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 03/22

**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
431357-2-94-23	DPTO	088719	2023	740100	N/A	N/A	\$9,500.00
431357-2-94-23	FAA	088719	2023	740100	N/A	N/A	\$85,500.00
<b>Total Financial Assistance</b>							<b>\$95,000.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$9,500.00	\$0.00	\$85,500.00	\$95,000.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$9,500.00</b>	<b>\$0.00</b>	<b>\$85,500.00</b>	<b>\$95,000.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**b. Florida Administrative Code (FAC)**

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

**2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

**a. Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

**3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

**a. Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

**b. Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access.**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT F**

**Contract Payment Requirements  
Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

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

### RESOLUTION

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

#### ***PERRY FOLEY AIRPORT'S Wildlife Hazard Management Assessment & Plan Financial Project No: 431357-2-94-23***

**WHEREAS**, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$95,000, FDOT will be funding a maximum of \$9,500 and the Federal Aviation Administration (FAA) is funding \$85,500 of the project cost as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

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

**NOW THEREFORE**, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Public Transportation Grant Agreement with the **State of Florida Department of Transportation**;
2. Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI); **(\$9,500 FDOT & \$85,500 FAA)**
3. The Chairman, Thomas Demps, or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Thomas Demps, or his authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement with the State of Florida Department of Transportation

**WITNESSETH:** Adopted the 16th day of August 2022 in Regular Session by the *Taylor County Board of Commissioners*.

*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:**



Board to review and approve the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and Resolution in the amount of \$1,000,000 for Financial Project Number 441953-1-94-23 which is for the Perry-Foley Airport Design and Rehab Apron project.

**MEETING DATE REQUESTED:**

**August 16, 2022**

**Statement of Issue:** The Board to approve the FDOT Public Transportation Grant Agreement (FP 441953-1-94-23) and required Resolution for the Perry-Foley Airport Design and Rehab Apron project.

**Recommended Action:** Approve the FDOT Public Transportation Grant Agreement and Resolution.

**Fiscal Impact:** The Grant Agreement is in the amount of \$1,000,000. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI) program. No match will be provided by the County.

**Budgeted Expense: Y/N** Will be budgeted FY 2022-2023. There is no match required for this grant.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Perry-Foley Airport Apron Rehab project has an estimated cost of \$1,000,000 and will be 100% funded by the FDOT grant. The grant funds are to be expended by September 30, 2025.

**Attachments:** FDOT Public Transportation Grant Agreement and Resolution.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> <b>441953-1-94-23</b>	Fund(s): Work Activity Code/Function: <b>215</b> Federal Number/Federal Award Identification Number (FAIN) – Transit only: <b>N/A</b> Federal Award Date: <b>N/A</b> Agency SAM/UEI Number:	DPTO	FLAIR Category: <b>088719</b> Object Code: <b>751000</b> Org. Code: <b>55022020228</b> Vendor Number: <b>VF596000879004</b>
Contract Number:			
CFDA Number:	<b>N/A</b>		
CFDA Title:	<b>N/A</b>		
CSFA Number:	<b>55.004</b>		
CSFA Title:	<b>Aviation Grant Program</b>		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and Taylor County, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Perry-Foley Airport Design & Rehab Apron. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding (Aviation or Transit)**
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ \*Exhibit B2: Advance Payment Financial Provisions
- ☒ \*Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ \*Exhibit G: Audit Requirements for Awards of State Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

☐ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

☐ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the     day of    , or within     days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

**9. Project Cost:**

- a. The estimated total cost of the Project is \$1,000,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
    - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
  - c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- 16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.
- 17. Restrictions, Prohibitions, Controls and Labor Provisions:**
- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  - b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
  - d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
  - e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Taylor County

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

Name: Thomas Demps

Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Rehab Apron

**B. Project Location** (limits, city, county, map): Perry-Foley Airport/Perry, FL/Taylor

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, aircraft tie downs, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement. The Sponsor will comply with Aviation Program Assurances.

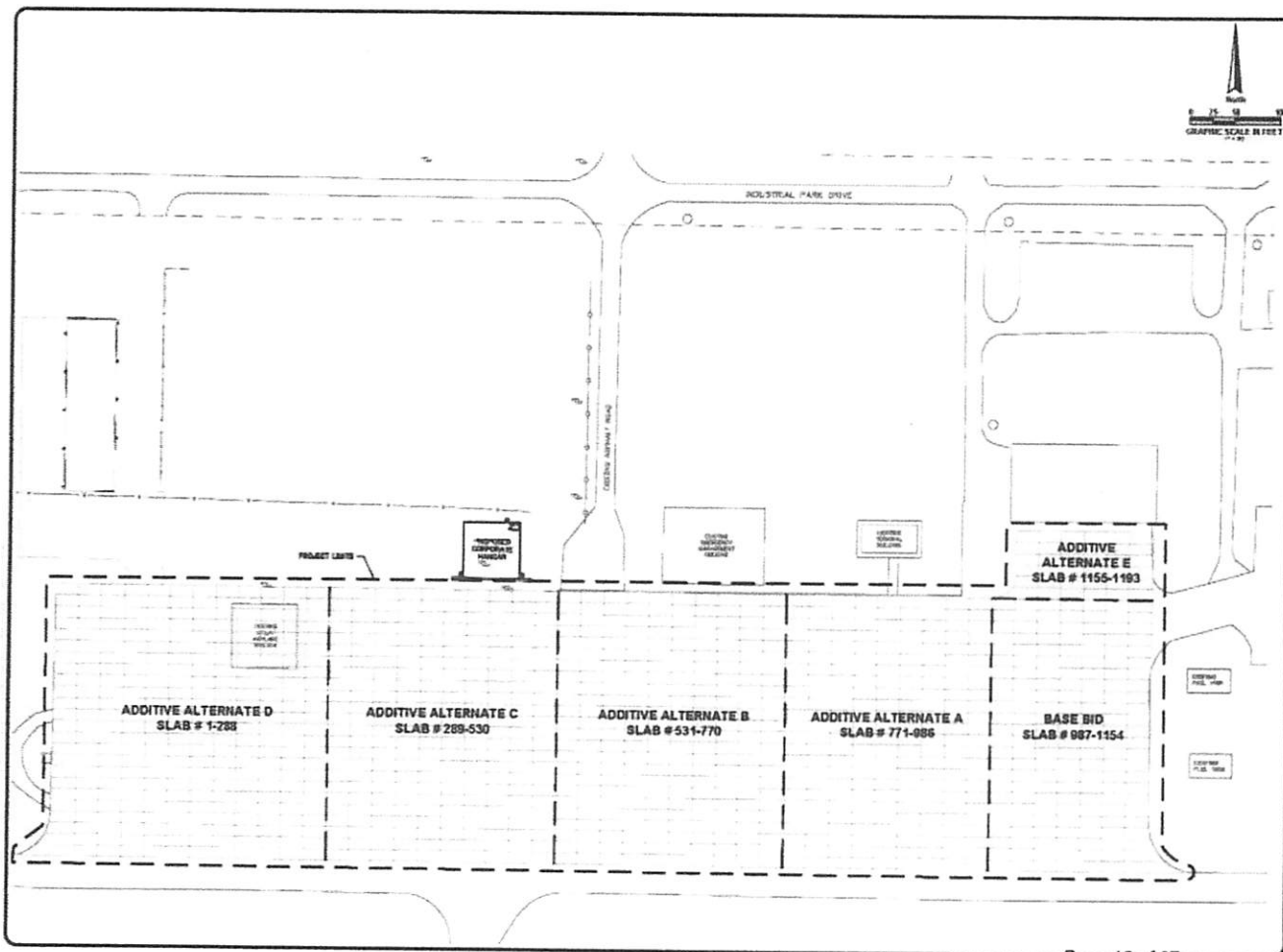
**D. Deliverable(s)**: Design & Rehab Apron

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



**AVCON**

AVCON, INC.  
INTERNATIONAL BUILDING  
1414 N. W. 10th Street, Suite 100, Fort Lauderdale, FL 33304  
Phone: (305) 461-1111 Fax: (305) 461-1112

PROJECT NO. 100-100

PLANNING NO. 100-100

AVCON NO.

CONSTRUCTION NO. 100-100

REVISION NO. 100-100

DATE: 10/1/87

BY: J.B.C.

FOR: PERRY-FOLEY AIRPORT

CONCRETE APRON REHABILITATION

ALTERNATE PLAN

DATE: 10/1/87

BY: J.B.C.

FOR: PERRY-FOLEY AIRPORT

CONCRETE APRON REHABILITATION

ALTERNATE PLAN

DATE: 10/1/87

BY: J.B.C.

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CONCRETE APRON REHABILITATION

ALTERNATE PLAN

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FOR: PERRY-FOLEY AIRPORT

CONCRETE APRON REHABILITATION

ALTERNATE PLAN

DATE: 10/1/87

BY: J.B.C.

FOR: PERRY-FOLEY AIRPORT

CONCRETE APRON REHABILITATION

ALTERNATE PLAN

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 03/22

**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441953-1-94-23	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$1,000,000.00
<b>Total Financial Assistance</b>							<b>\$1,000,000.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,000,000.00	\$0.00	\$0.00	\$1,000,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$1,000,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,000,000.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

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

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

Donna Whitney

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- b. Florida Administrative Code (FAC)**
    - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
    - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
    - Section 62-256.300, FAC, Open Burning, Prohibitions
    - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
  - c. Local Government Requirements**
    - Airport Zoning Ordinance
    - Local Comprehensive Plan
  - d. Department Requirements**
    - Eight Steps of Building a New Airport
    - Florida Airport Revenue Use Guide
    - Florida Aviation Project Handbook
    - Guidebook for Airport Master Planning
    - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
    - FAA AC 70/7460-1, Obstruction Marking and Lighting
    - FAA AC 150/5300-13, Airport Design
    - FAA AC 150/5370-2, Operational Safety on Airports During Construction
    - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
  - b. Local Government Requirements**
    - Local Building Codes
    - Local Zoning Codes
  - c. Department Requirements**
    - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
    - Manual on Uniform Traffic Control Devices
    - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
    - Standard Specifications for Construction of General Aviation Airports
    - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
    - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
    - National Environmental Policy of 1969
    - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
    - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
  - b. Florida Requirements**
    - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
    - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
    - Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**C. Agency Authority.**

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

**9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT F**

**Contract Payment Requirements**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

**Exception:** Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/22

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$1,000,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

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

## RESOLUTION

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

### **PERRY FOLEY AIRPORT Design & Rehab Apron Financial Project No: 441953-1-94-23**

**WHEREAS**, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$1,000,000, FDOT will be funding a maximum of \$1,000,000 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

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

**NOW THEREFORE**, be it resolved, as follows:


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

**WITNESSETH:** Adopted the 16th day of August 2022 in Regular Session by the *Taylor County Board of Commissioners*.

**Board of County Commissioners  
Taylor County, Florida**

By: \_\_\_\_\_  
**Thomas Demps, Chairperson**

Attest: \_\_\_\_\_  
**Gary Knowles, Clerk**

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
 <b>SUBJECT/TITLE:</b>	BOARD TO REVIEW AND APPROVE TAYLOR COUNTY JAIL HOUSING ADDITION AND REHAB PROJECT DESIGN/BUILD REQUEST FOR PROPOSALS PACKAGE
<b>MEETING DATE REQUESTED:</b>	August 16, 2022

**Statement of Issue:**

Components of the current Jail Facility are aging and need of replacement. Additionally, housing needs have become Specialized Housing Aspects and The Taylor County Sheriff's Office requested Staff to prepare A Request for Qualifications for the Taylor County Jail Housing Addition and Rehab Design/Build project.

**Recommended Action:** The Board should approve the proposed Design/Build Solicitation package for the Taylor County Jail Housing and Rehab Project.

**Fiscal Impact:** \$3.5M FDLE Grant Budget; GMP To Be Provided

**Budgeted Expense:** No

**Submitted By:** Engineering Department **Contact:** County Engineer

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

Staff was approached for assistance in preparing a solicitation package to facilitate repairs at the existing Taylor County Jail Facility along with construction of a new Housing Addition. To that extent, Staff prepared the attached Design/Build request for proposals package for the project including the required submission information and evaluation criteria. The solicitation is configured as a two-part process with Phase 1 requiring interested parties to submit their qualifications and Phase 2 requiring the short-listed parties to provide a proposal to complete the project pursuant to a Guaranteed Maximum Price. From the Solicitation Package:

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:

**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.

**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

Phase 1 submissions will be received by the BOCC at the October 3, 2022 regular meeting and delivered to the Selection Committee for review. Phase 2 proposals including schedule and GMP for the project



would be received by the Board at a subsequent meeting for public disclosure and consideration of possible award. The details of the Scope of work is included in the attached Solicitation. Funding for the project will be provided by a \$3.5 Million FDLE grant secured by the Taylor County Sherriff's Department. Staff anticipates our involvement to be administrative only meaning the project will be administered by Taylor County Sherriff Department Staff with only Purchasing procedures flowing through the County process.

**Options:**

- 1) Approve advertisement of the Taylor County Jail Rehab and Housing Addition Design/Build Requests for Proposals.
- 2) Reject the proposed recommendation and state reasons for denial.

**Attachments:**

Design/Build Solicitation Package

# **REQUEST FOR PROPOSALS**

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## **Taylor County Jail - Housing Addition and Rehab Project**

**Design-Build Improvement Project  
Taylor County, Florida  
2022-005-OEC**

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**August 2022**

**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**

## **TABLE OF CONTENTS**

### **PART 1 – PROPOSAL REQUIREMENTS**

- Request For Proposals**
- Instructions to Respondents**
- Proposal Forms**
- Public Entity Crimes Statement**
- Non-Collusion Affidavit**
- Truth In Negotiation Certification**
- Hold Harmless, Release and Indemnity Agreement**

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

- Agreement between Owner and Design/Builder on the Basis of a Stipulated Price**
- Bid Bond**
- Performance and Payment Bond**

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

- Standard General Conditions**
- Supplementary Conditions**

### **ATTACHMENT A – DESIGN CRITERIA PACKAGE**

## **PART 1 – PROPOSAL REQUIREMENTS**

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk  
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(850) 584-2433 Fax

### REQUEST FOR PROPOSALS FINAL DESIGN AND CONSTRUCTION (DESIGN-BUILD) FOR TAYLOR COUNTY JAIL - HOUSING ADDITION AND REHAB PROJECT

The Taylor County Board of County Commissioners is soliciting sealed proposals from Design/Builder Firms for the *Taylor County Jail - Housing Addition and Rehab Project*, 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 Jail - Housing Addition and Rehab Project*" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than 4:00 P.M., local time, on September 30, 2022. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:xx P.M. local time, or as soon thereafter as practical, on October 3, 2022, 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](http://www.taylorcountygov.com/government/county_bids/index.php). A Pre-Proposal Conference will be held at 10:00 a.m. on Wednesday, September 14, 2022, 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 Jail, Major Richard Johnson  
850. 584.4333

Taylor County Engineering Department  
850. 838.3500

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

## INSTRUCTIONS TO RESPONDENTS

## TABLE OF CONTENTS

<u>Article</u>	<u>Article No.</u>
ARTICLE 1- DEFINED TERMS.....	1
ARTICLE 2- PROJECT SUMMARY.....	2
ARTICLE 3- COPIES OF SOLICITATION DOCUMENTS .....	3
ARTICLE 4- COMMUNICATION DURING SOLICITATION/LOBBYING PROHIBITION .....	3
ARTICLE 5- SITE AND OTHER AREAS .....	3
ARTICLE 6- EXAMINATION OF SOLICITATION DOCUMENTS, OTHER RELATED DATA, AND SITE ....	4
ARTICLE 7- QUALIFICATIONS OF RESPONDENTS.....	5
ARTICLE 8- PREPARATION OF PROPOSAL .....	5
ARTICLE 9- PRE-PROPOSAL CONFERENCE .....	6
ARTICLE 10- PROPOSAL SECURITY .....	7
ARTICLE 11- CONTRACT TIMES .....	7
ARTICLE 12- LIQUIDATED DAMAGES .....	7
ARTICLE 13- INTERPRETATIONS AND ADDENDA .....	7
ARTICLE 14- SUBSTITUTE AND "OR-EQUAL" ITEMS .....	8
ARTICLE 15- SUBCONTRACTORS, SUPPLIERS, AND OTHERS.....	8
ARTICLE 16- BASIS OF PROPOSAL; COMPARISON OF PROPOSALS .....	8
ARTICLE 17- SUBMITTAL OF PROPOSAL .....	10
ARTICLE 18- MODIFICATION AND WITHDRAWAL OF PROPOSAL.....	10
ARTICLE 19- OPENING OF PROPOSALS .....	10
ARTICLE 20- PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE .....	10
ARTICLE 21- EVALUATION OF PROPOSALS AND AWARD OF CONTRACT .....	11
ARTICLE 22- CONTRACT SECURITY AND INSURANCE .....	11
ARTICLE 23- SIGNING OF AGREEMENT .....	13
ARTICLE 24- CONTRACTS TO BE ASSIGNED .....	13
ARTICLE 25- RETAINAGE .....	14
ARTICLE 26- SALES AND USE TAXES .....	14
ARTICLE 27- RIGHT TO AUDIT .....	14
ARTICLE 28- FORMAT OF PROPOSAL.....	14

## 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 1<sup>st</sup> 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

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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 Jail - Housing Addition and Rehab Project 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 Jail - Housing Addition and Rehab Project 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**

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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**

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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**

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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**

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- 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**

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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**

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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

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9.01 A pre-Proposal conference will be held at 10:00 a.m. local time on Wednesday, September 14, 2022, 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**

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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**

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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 May 20, 2023. Final Completion shall be no later than 10 days after the required date of Substantial Completion. 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**

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

## **ARTICLE 13 - INTERPRETATIONS AND ADDENDA**

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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**

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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**

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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**

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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

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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 Jail - Housing Addition and Rehab." 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

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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

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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

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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**

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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**

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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

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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

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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 Jail - Housing Addition and Rehab*. 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.

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**ARTICLE 25 - RETAINAGE**

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

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**ARTICLE 26 - SALES AND USE TAXES**

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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.

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**ARTICLE 27 - RIGHT TO AUDIT**

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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.

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**ARTICLE 28 – FORMAT OF PROPOSAL**

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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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Modified Form EJCDC C-200

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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 Jail - Housing Addition and Rehab Project

2020-003-ENG

### TABLE OF ARTICLES

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

#### ARTICLE 1 – PROPOSAL RECIPIENT

1.01 This Proposal is submitted to:

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

1.02 The undersigned 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 Jail - Housing Addition and Rehab Project: A Design-Build Improvement Project

Guaranteed Maximum Price \_\_\_\_\_ \$ \_\_\_\_\_  
May 30, 2023 Completion (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 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 Jail - Housing Addition and Rehab, 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 Jail - Housing Addition and Rehab 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 Jail - Housing Addition and Rehab, 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 Jail - Housing Addition and Rehab 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 on or before May 20, 2023; 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 \$2,592.00 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 \$2,592.00 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 \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

[CORPORATE SEAL]

Attest: Gary Knowles

Title: Taylor County Clerk of Court

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

Designated Representative: \_\_\_\_\_

DESIGN/BUILDER:

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

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

[CORPORATE SEAL]

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

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

Address for giving notices:

Engineer License No.  
or Certificate No.: \_\_\_\_\_

(Where applicable)

State: \_\_\_\_\_

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

(Where applicable)

State: \_\_\_\_\_

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

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: September 30, 2022

Project (Brief Description Including Location): *Taylor County Jail - Housing Addition and Rehab, 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 Jail - Housing Addition and Rehab 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.

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**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 Jail - Housing Addition and Rehab, 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 Jail - Housing Addition and Rehab 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****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 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 Jail - Housing Addition and Rehab, 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 Jail - Housing Addition and Rehab 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:

Taylor County Jail - Housing Addition and Rehab

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.

2022.005-OEC

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

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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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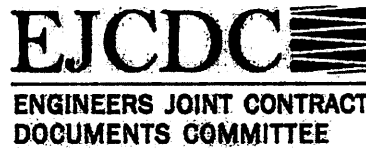
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**TABLE OF CONTENTS**

<b>ARTICLE 1 – DEFINITIONS AND TERMINOLOGY .....</b>	<b>4</b>
1.01 Defined Terms .....	4
1.02 Terminology .....	6
<b>ARTICLE 2 – PRELIMINARY MATTERS .....</b>	<b>7</b>
2.01 Delivery of Bonds .....	7
2.02 Commencement of Contract Times; Notice to Proceed .....	7
2.03 Starting the Work .....	7
2.04 Before Starting the Work .....	7
2.05 Initial Conference .....	7
2.06 Initial Acceptance of Schedules .....	8
<b>ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE .....</b>	<b>8</b>
3.01 Intent .....	8
3.02 Reference Standards .....	8
3.03 Resolving Discrepancies .....	8
3.04 Amending and Supplementing Contract Documents .....	8
3.05 Reuse of Documents .....	9
3.06 Electronic Data .....	9
<b>ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS .....</b>	<b>9</b>
4.01 Availability of Lands.....	9
4.02 Differing Site Conditions .....	9
4.03 Reference Points.....	10
4.04 Hazardous Environmental Condition at Site .....	10
<b>ARTICLE 5 – BONDS AND INSURANCE .....</b>	<b>10</b>
5.01 Performance, Payment and Other Bonds .....	10
5.02 Licensed Sureties and Insurers .....	11
5.03 Certificates of Insurance .....	11
5.04 Design/Builder's Insurance .....	11
5.05 Owner's Liability Insurance .....	12
5.06 Property Insurance .....	12
5.07 Waiver of Rights .....	13
5.08 Receipt and Application of Insurance Proceeds .....	13
5.09 Acceptance of Bonds and Insurance; Option to Replace .....	14
5.10 Partial Utilization, Acknowledgment of Property Insurance .....	14
<b>ARTICLE 6 – DESIGN/BUILDER'S RESPONSIBILITIES .....</b>	<b>14</b>
6.01 Design Professional Services .....	14
6.02 Supervision and Superintendence of Construction .....	15
6.03 Labor, Working Hours .....	15
6.04 Services, Materials, and Equipment .....	15
6.05 Progress Schedule .....	15
6.06 Concerning Subcontractors, Suppliers, and Others .....	15
6.07 Patent Fees and Royalties .....	16
6.08 Permits .....	16
6.09 Laws or Regulations .....	16
6.10 Taxes .....	17
6.11 Use of Site and Other Areas .....	17

6.12 Record Documents	17
6.13 Safety and Protection	17
6.14 Safety Representative	18
6.15 Hazard Communication Programs	18
6.16 Emergencies	18
6.17 Submittals	18
6.18 Continuing the Work	18
6.19 Post-Construction Phase	18
6.20 Design/Builder's General Warranty and Guarantee	19
6.21 Indemnification	19
ARTICLE 7 – OTHER CONSTRUCTION	19
7.01 Related Work at Site	19
7.02 Coordination	20
7.03 Legal Relationships	20
ARTICLE 8 – OWNER'S RESPONSIBILITIES	20
8.01 General	20
8.02 Insurance	21
8.03 Limitations on Owner's Responsibilities	21
8.04 Undisclosed Hazardous Environmental Condition	21
8.05 Resident Project Representation	21
8.06 Owner's Consultant	21
8.07 Compliance with Safety Program	21
ARTICLE 9 – CHANGES IN THE WORK; CLAIMS	21
9.01 Authorized Changes in the Work	21
9.02 Unauthorized Changes in the Work	21
9.03 Claims	21
9.04 Execution of Change Orders	22
9.05 Notice to Sureties	22
ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK	22
10.01 Cost of the Work	22
10.02 Cash Allowances	24
10.03 Unit Prices	24
ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES	24
11.01 Change of Contract Price	24
11.02 Change of Contract Times	25
ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION	26
12.01 Notice of Defects	26
12.02 Access to Construction	26
12.03 Tests and Inspections	26
12.04 Uncovering Construction	26
12.05 Owner May Stop Construction	26
12.06 Correction or Removal of Defective Construction	26
12.07 Correction Period	27
12.08 Acceptance of Defective Construction	27
12.09 Owner May Correct Defective Construction	27
ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION	27
13.01 Schedule of Values	28
13.02 Application for Progress Payment	28
13.03 Progress Payments	28

13.04 Design/Builder's Warranty of Title	29
13.05 Substantial Completion	29
13.06 Partial Utilization	29
13.07 Final Inspection	29
13.08 Final Payment	29
13.09 Final Completion Delayed	30
13.10 Waiver of Claims	30
ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION .....	30
14.01 Owner May Suspend Work	30
14.02 Owner May Terminate for Cause	30
14.03 Owner May Terminate for Convenience	31
14.04 Design/Builder May Stop Work or Terminate	31
ARTICLE 15 – DISPUTE RESOLUTION.....	31
15.01 Methods and Procedures	31
ARTICLE 16 – MISCELLANEOUS .....	32
16.01 Giving Notice	32
16.02 Computation of Times	32
16.03 Cumulative Remedies	32
16.04 Survival of Obligations	32
16.05 Controlling Law	32



## 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

Taylor County Jail - Housing Addition and Rehab 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.

2022.005-OEC

## **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**

**13.01 Schedule of Values**

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:

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 "disposer" 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. <i>State</i>	<i>Statutory</i>
b. <i>Applicable Federal (e.g., Longshoreman's)</i>	<i>Statutory</i>
c. <i>Employer's Liability</i>	<i>\$100,000</i>
  2. *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. <i>General Aggregate</i>	<i>\$1,000,000</i>
b. <i>Products – Completed Operations Aggregate</i>	<i>\$1,000,000</i>
c. <i>Personal and Advertising Injury</i>	<i>\$1,000,000</i>
d. <i>Each Occurrence (Bodily Injury and Property Damage)</i>	<i>\$1,000,000</i>
e. <i>Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.</i>	
f. <i>Excess or Umbrella Liability</i>	
1) <i>General Aggregate</i>	<i>\$1,000,000</i>
2) <i>Each Occurrence</i>	<i>\$1,000,000</i>
  3. *Automobile Liability covering owned, hired, and non-owned vehicles to also include loading and unloading hazards:*

a. <i>Bodily Injury:</i>	
1) <i>Each person</i>	<i>\$1,000,000</i>
2) <i>Each Accident</i>	<i>\$1,000,000</i>
b. <i>Property Damage:</i>	
1) <i>Each Accident</i>	<i>\$ 500,000</i>
c. <i>Combined Single Limit of</i>	<i>\$1,000,000</i>

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
5. *Professional Liability insurance for "Errors and Omissions" covering as insured the Consultant with not less than a \$1,000,000.00 limit of liability.*

**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 sixty (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:*

*Captain Mark Stephens, County Jail Administrator  
Major Richard Johnson, Taylor County Sheriff's Office  
Sgt. Greg Melvin, Taylor County Sheriff's Office, Administration  
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**

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1.01 Taylor County Jail - Housing Addition and Rehab 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 Jail - Housing Addition and Rehab 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**

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- 2.01 Site information: Taylor County Jail - Housing Addition and Rehab Project  
589 E US HWY 27  
Perry, FL 32347  
Parcel #25-04-07-04834-000
- 2.02 Utility Information: Potable Water/Sewer – Municipal; City of Perry; 850.584.7940  
Sanitary Sewer – Centralized Collection/Lift Station; City of Perry/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
- 2.03 Governing Standards: Florida Model Jail Standards – Florida Sheriff's Association and  
Florida Association of Counties  
Florida Building Code – Building, 2020 Edition  
Florida Building Code – Accessibility, 2020 Edition  
Florida Building Code – Plumbing, 2020 Edition  
Florida Building Code – Mechanical, 2020 Edition

**ARTICLE 3 – FACILITY/SITE AVAILABILITY**

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- 3.01 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.
- 3.02 The site is currently an operational active Jail Facility with no known restrictions relating to coordinated site accessibility. Work Efforts should be mindful of operations, security, adjacent roadways and residents so as not to interfere or obstruct adjacent properties and all means of public access.

**3.03 SECURITY REQUIREMENTS FOR CONTRACTORS**

- 3.03.1 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.
- 3.03.2 Work hours for this project shall be during daylight hours only unless authorized in writing by the Project Administrator and Jail Facility Coordinator.
- 3.03.3 Any/All gates and fencing, to include razor wire, temporarily removed or taken down at any point during the term of this project shall be replaced or repaired to its original location and in an equal or better condition by the end of the workday in which it was removed or affected.
- 3.03.4 No vehicles or equipment shall be left unattended when located within the secure area. Keys shall be removed and the vehicle/equipment locked where possible.
- 3.03.5 No vehicles, materials or equipment shall block any of the sally port entrances at any point during this project. Additionally, the sally port shall not be used as a staging area for any material or equipment.
- 3.03.6 All tools and equipment shall be signed in and out each time they go into and out of the secure area.
- 3.03.7 The project site and Jail Facility is a non-smoking location. No such or related products are allowed.
- 3.03.8 All Contractor personnel shall refrain from any contact with inmates without prior approval from the Jail Administrator.
- 3.03.9 All Contractor personnel and equipment associated with the project shall be subject to search by Jail Staff and/or Sheriff Department personnel at anytime.

#### **ARTICLE 4 – SCOPE OF WORK/DESIGN**

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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 Jail - Housing Addition and Rehab Project in Taylor County, Florida.

- 4.01 The Project will include rehabilitating and remodeling/replacing portions of the existing Taylor County Jail Facility and its internal components/fixtures. Additionally, this project will construct an additional housing facility meeting, at a minimum, the standards for such facility enumerated by the Florida Sheriff's Association and the Association of Counties Design Standards. To the greatest extent practical, the new facility will be required to interconnect with existing building facilities, site utilities and infrastructure to provide a workable facility upon completion. Where impractical, stand-alone systems will be required. All finishes, color schemes, coverings, products, and materials will require Owner approvals and will generally coordinate with the existing facility.
- 4.02 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 **\$3.5 M** appropriation from the **Florida Department of Law Enforcement (#xxxxxxx)**. A general outline of the minimum services required follows:

4.02.1 All Design Disciplines necessary to develop complete documents for the project, including but not limited to the new construction, renovations, surrounding site, connections to existing utilities, continuous public and ADA accessibility.

4.02.2 Cost Estimating services at all design intervals – Design Development, Construction Documents, etc.

4.02.3 Full cooperation by Design/Builder Firm/Team for necessary coordination with construction administration and closeout services.

4.02.4 Meetings, presentations required to discuss and receive Owner approval of design/construction documents (minimum 30, 60, 90, & 100 percent).

4.02.5 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.

4.02.6 Execute subcontracts in a timely manner to meet all project schedule requirements.

4.02.7 Provide all programming, permitting, labor, materials and equipment required to construct the approved design within the allotted contract schedule.

4.02.8 Provide full time project management and field supervision for the project including any necessary support staff, project accounting and executive oversight for project completion.

4.02.9 Utilize and provide access to submittals and requests for information for project documentation.

4.02.10 Establish and update project management schedule prior to project commencement and thereafter no less frequent than monthly or with each application for payment.

4.02.11 Provide and deliver entire completed project for the Guaranteed Maximum Price established in the Design/Builder Agreement.

4.02.12 All permitting and regulation compliance.

4.02.13 Provide and comply with any and all project design/construction relevant **FDLE Grant #FM539-ITF** obligations and deliverables.

4.02.14 Work with any third party project inspection and/or consultants under contract with Owner.

4.02.15 Provide Warranty and Guarantee for satisfaction of all work provided.

4.02.16 Maintain appropriate Contractors State License, Bonding, and Insurance as required and throughout the term of the project and the associated warranty/guarantee period.

4.02.17 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.

4.02.18 Provide any operations and maintenance documentation, as-built drawings, training, system start-up or commissioning and programming.

4.02.19 Promptly respond and provide timely and thorough warranty work when requested.

4.02.20 Prepare the site and coordinate with the respective contractors, subcontractors and trades to perform the work as intended in the project Design-Build documents.

4.02.21 Sod (performance turf, sod - Centipede) any and all disturbed areas once work is accomplished and prior to completion of project.

4.02.22 Lawfully dispose offsite any and all items not incorporated into the project and not approved salvageable to Owner. Arrange for proper means of any required disposal, Jail Facility dumpsters and containers may not be used.

#### **4.03 CONSTRUCTION/REHABILITATION INTENT**

##### **4.03.1 REHABILITATION – EXISTING FACILITY**

4.03.1.1 All rehabilitation and remodeling construction, modifications and materials shall meet and comply with the more stringent of the existing facility's construction or the Florida Sheriff's Association and the Association of Counties Design Standards.

##### **4.03.1.2 Control Room - Room A 111**

4.03.1.2.1 Remove, relocate and reconnect all Control Room equipment/components from Room A 111 to Room A 105. Verify operable working condition once relocation is complete.

4.03.1.2.2 Remove and infill window openings (x4) with wall structure matching existing facility construction (framing, trim, etc.)

4.03.1.2.3 Construct new hard ceiling consisting of three quarters of an inch of cement plaster sheeting on ribbed metal lathe, including any required structural framing to securely interconnect ceiling with existing roof/wall structure. Ceiling construction should incorporate and include building sprinkler system penetration and interconnection.

4.03.1.2.4 Repaint entire room (walls/ceiling/doors) once remodeling is complete. Match existing finish/texture, color(s), etc.

##### **4.03.1.3 Visiting Park Hallway Access - Room A 134/A 135**

4.03.1.3.1 Hallway A 127 - Remove and infill doorway openings (x2) with wall structure matching the more restrictive of the FMJS or the existing facility construction (framing, covering, trim, etc.)

4.03.1.3.2 Hallway A 138 - Provide and install new doorway/frame/door/closure/handle sets/locks/etc. (x2). Match the more restrictive of the FMJS or the existing facility hallway A 138 construction (framing, trim, etc.)

4.03.1.3.3 Construct new hard ceiling consisting of three quarters of an inch of cement plaster sheeting on ribbed metal lathe, including any required structural framing to securely interconnect ceiling with existing roof/wall structure. Ceiling construction should

incorporate and include building sprinkler system penetration and interconnection.

4.03.1.3.4 Repaint entire rooms (walls/ceiling/doors) once remodeling is complete. Match existing finish/texture, color(s), etc.

4.03.1.4 **Lock Replacement** – Remove locks throughout existing facility to include confinement cells and passage doorways; Provide and Install new lock to existing closure (door/frame) to provide a working component. Verify Handing, Bolt projection and Key Code instructions with Owner.

4.03.1.4.1 Folger Adams, Model 126E-01; Keyed Both Sides (Qty 40)

4.03.1.4.2 Folger Adams, Model 52ELL; Keyed One Side; (Qty 24)

4.03.1.4.3 Folger Adams, Model 56ELL; Keyed Both Sides; (Qty 34)

4.03.1.4.4 Folger Adams, Model 12; (Qty 7)

4.03.1.4.5 Folger Adams, Model 17; (Qty 1)

4.03.1.4.6 Folger Adams, Model 82; (Qty 1)

4.03.1.4.7 FA Mogul Cut Keys; Qty 40

4.03.1.4.8 Paracentric Cut Keys; Qty 50

4.03.1.5 **Plumbing Fixture Replacement**

4.03.1.5.1 Remove existing fixtures throughout existing facility; Provide, Install and connect new fixture to existing supply/drain/fixture to provide a working component. Installation includes replacing connection hoses/piping/coverings/ADA shields when present.

4.03.1.5.2 Flush Valves – Zurn; Model 99410272; Bronze Finish; Qty 84

4.03.1.5.3 Metered Valve – Acorn; Model 99330141; Finish White/Stainless; Qty 100

4.03.1.6 **Laundering Facility**

4.03.1.6.1 Remove existing fixture; Provide, Install (bolting/grouting) and connect new fixture to existing supply (Water/Natural Gas)/drain/vent to provide a working component.

4.03.1.6.2 Washing Machine – UNIMAC Cabinet Hardmount Washer-Extractor; Model UCT060QN0FXU70B000; Stainless Steel Finish; Qty 2

4.03.1.6.3 Drying Machine – UNIMAC Single Tumble Dryer; Model UT075NFN0RB6W0000; Stainless Steel Finish; Qty 2

4.03.1.6.4 Machine Base – UNIMAC Single Hardmount, Model ACBF60X8X110002; Qty 2

#### 4.03.1.7 Video Surveillance – Cameras/Server/Cabeling

4.03.1.7.1 Cameras – Remove any to be replaced existing surveillance equipment identified by Owner; Provide, Install and connect equipment to mounting frame, building structure and network communication line to provide a working component.

4.03.1.7.1.1 Openye (Indoor), Model OE-C1011D4-S; Qty 40

4.03.1.7.1.2 Openye (Outdoor), Model OE-C3012T8; Qty 10

4.03.1.7.2 Server - Remove any to be replaced existing surveillance equipment identified by Owner; Provide, Install and connect equipment to mounting frame, building structure and network communication line/monitoring equipment to provide a working component.

4.03.1.7.2.1 Openye, Model OE-MK-RAID-GEN2; Qty 1

4.03.1.7.3 Cabling/Network Integration - Remove any to be replaced existing network/communication cabling identified by Owner; Provide, Install and connect new equipment and cabling, support and protect along path of installation to provide a working installation. Connect to existing equipment to remain where required.

4.03.1.7.3.1 Category 6 Ethernet; UbiGear or Maxim

#### 4.03.1.8 Gates/Fencing

4.03.1.8.1 Sally-Port Entry Gate

Replacement existing entry gate and opening system. Connect to and utilize existing support foundation and electric/communication system components where feasible and practical. Galvanized or Stainless Steel Materials/Hardware Required.

4.03.1.8.1.1 Hy-Security 222CE; 3 Phase Operator

4.03.1.8.1.2 Hy-Security Drive Rail

4.03.1.8.1.2.1 No aftermarket accepted

4.03.1.8.1.3 4 ft x 7 ft Gate Fabricated for Lock Assembly

4.03.1.8.1.3.1 SCH 40 Welded Frame

4.03.1.8.1.3.2 9 Ga Fabric

4.03.1.8.1.3.3 7" Welded Barrel Hinges

4.03.1.8.1.3.4

4.03.1.8.1.4 6" Gate V-Groove Roller(s); Sealed Bearing; 5/8 min bolt

4.03.1.8.1.5 1-1/4" x 1-1/4" x 3/8 Welded V-Track

4.03.1.8.1.5.1 Remove existing old track

4.03.1.8.1.6 GL-1 Securatron Electromechanical Lock

4.03.1.8.2 Pedestrian Access

Provide new pedestrian access gate (x2) as a means of secure ingress/egress to Housing Addition facility. Includes providing and installing any required structural support foundation, electric and/or required communication infrastructure required.

- 4.03.1.8.2.1 4 ft x 7 ft Opening
- 4.03.1.8.2.2 Sch 40, Welded Frame and Hinges
- 4.03.1.8.2.3 3 in minimum Gate Latch Post
- 4.03.1.8.2.4 Header Members to match Existing Fencing Construction
  - 4.03.1.8.2.4.1 Concrete Embedded
- 4.03.1.8.2.5 9 Ga Fabric
- 4.03.1.8.2.6 GL-1 Securitron Electromechanical Lock
- 4.03.1.8.2.7 Openers??

#### **4.03.2 HOUSING ADDITION**

- 4.03.2.1 All specified equipment and listed components are to be considered required or an approved equivalent.
- 4.03.2.2 Institutional/Penal/Security grade minimum equipment/fixtures and materials required.
- 4.03.2.3 All Wall and Floor Mounted installations to include hardware, supporting framework/bracing and installation.
- 4.03.2.4 **Construction Parameters**
  - 4.03.2.4.1 Minimum Wind Speed Capability – 130 MPH (170 MPH 3-sec gust)
  - 4.03.2.4.2 Guttered Downspout collection system (color matched)
  - 4.03.2.4.3 Minimum 5x5 Cantilevered (no columns) Porch Covering at each Doorway opening
  - 4.03.2.4.4 Matching Color Scheme (Owner Selections)

**FLORIDA SHERIFF'S ASSOCIATION AND THE ASSOCIATION OF COUNTIES DESIGN STANDARDS** are mandatory for all renovations, remodeling or new construction:

- 4.03.2.5 All aspects of design and construction shall conform to respective codes pertaining to fire and safety standards and the Americans with Disabilities Act (A.D.A.) requirements.
- 4.03.2.6 All designs shall provide for the maximum visibility of inmates by correctional officers and shall provide for the protection and safety of the correctional officers.
- 4.03.2.7 Entry of inmates into a detention facility by vehicle shall be through a secure vehicular sally port. This provision does not apply to facilities utilized exclusively as temporary holding facilities or to house reduced custody inmates.
- 4.03.2.8 Modular construction, other than pre-cast, shall comply with all safety and respective building codes.

- 4.03.2.9 All exterior confinement walls shall be either 6 inches of poured, reinforced concrete, 4 inches of pre-cast concrete, or other material deemed secure, or 8 inches of reinforced and filled concrete block. If concrete block is used, it must be reinforced, at a minimum, horizontally with masonry reinforcing 16 inches on center and vertically with #4 steel reinforcing rods 16 inches on center and all voids filled with 3,000 PSI of concrete from top to bottom. These provisions may be increased if necessary to comply with Wind Zone/Hurricane building code requirements.
- 4.03.2.10 All interior walls surrounding a secure area shall meet the requirements for exterior walls. Wet areas shall conform to all safety and relevant building codes.
- 4.03.2.11 All walls within a reduced custody housing area shall be standard masonry construction or other durable material to include, canvas, cloth, or any material similarly flexible or woven, which is supported by a structural frame of metal or similar durable material, is flame resistant, and provides for a secure exterior wall.
- 4.03.2.12 Ceilings in a secure housing area shall be either poured or pre-cast concrete. Poured in place concrete will be a minimum of 4 inches thick and reinforced. Precast concrete panels will be 5,000 PSI reinforced concrete and shall be the manufacturer's standard thickness. Three quarters of an inch of cement plaster on ribbed metal lathe will be acceptable when the structural frame and secure walls of the building restrict escape routes. Cement plaster ceilings are required to cover pipe work, conduit, and duct work in areas where accessible to inmates.
- 4.03.2.13 Provisions shall be made for emergency power to be constantly available for the purpose of maintaining essential services, security, and safety systems throughout the facility.
- 4.03.2.14 Security vestibules are required whenever an entrance or exit penetrates the secure housing area or exterior confinement walls.
- 4.03.2.15 Security vestibule doors shall be equipped with an interlock device to prohibit both doors being opened at the same time. Security vestibule door locks shall be either electrically or mechanically operated from a control box located remotely from the vestibule.
- 4.03.2.16 Detention facilities shall provide a secure outside recreation area and multipurpose housing shall provide space for programs, visiting (including social and attorney visiting), and inside recreation. There shall also be adequate areas for medical examination and for storage of inmate property.
- 4.03.2.17 Provision shall be made for secure sensitive storage and for a safe storage for items such as chemicals and flammable material.
- 4.03.2.18 The following housing standards apply to all facilities:
- 4.03.2.18.1 Specified Unit of Floor Space:
- 4.03.2.18.1.1 Single cells shall contain a minimum of 63 square feet of floor space
- 4.03.2.18.1.2 Multiple occupancy cells shall contain a minimum of 40 square feet of floor space per inmate in the sleeping area
- 4.03.2.18.1.3 Dormitory housing units shall contain a minimum of 75 square feet of floor space per inmate, including both



sleeping and day room areas. However, inmates who are allowed out of their unit for a minimum of 8 hours per day (e.g., work programs, treatment programs, educational programs, etc.) may be housed in areas designated with a minimum of 70 square feet of floor space per inmate (sleeping and day room areas included)

4.03.2.18.1.4 Day rooms shall contain a minimum of 35 square feet per inmate for all cell areas, except disciplinary and administrative confinement.

4.03.2.18.1.5 Any facilities constructed prior to October 1, 1996, may also use the applicable factoring procedures as set forth in Florida Model Jail Standards, Appendix A or B.

4.03.2.19 Each single cell will contain at least:

4.03.2.19.1 A sink with cold and either hot or tempered running water;

4.03.2.19.2 Flushable toilet;

4.03.2.19.3 Bunk;

4.03.2.19.4 Acoustics that ensure noise levels that do not interfere with normal human activities;

4.03.2.19.5 Temperatures shall be maintained within a normal comfort range.

4.03.2.20 All other housing areas shall provide a minimum of:

4.03.2.20.1 Toilets and sinks in the ratio of a minimum of 1 to 12 inmates. Urinals may be substituted for up to one-half of the toilets in male housing units;

4.03.2.20.2 Shower facilities in the ratio of a minimum of 1 to 16 inmates;

4.03.2.20.3 Ready access during non-sleeping hours to tables and chairs or areas designed for reading or writing;

4.03.2.20.4 Temperatures shall be maintained within a normal comfort range.

4.03.2.21 Adequate heating facilities shall be provided to maintain a minimum temperature of 60 degrees Fahrenheit at a point twenty (20) inches above the floor in inmate sleeping areas.

4.03.2.22 Beds, Cots and Bunks

4.03.2.22.1 Every bed, cot or bunk shall have a space of at least twelve (12) inches from the floor.

4.03.2.22.2 There shall be a clear ceiling height of not less than thirty-six (36) inches above any mattress and there shall be a clear space of not less than twenty-seven (27) inches between the top of the lower mattress and the bottom of the upper bunk of a double deck facility.

- 4.03.2.22.3 Single beds, cots or bunks shall be spaced not less than thirty-six (36) inches laterally and end-to-end.
- 4.03.2.22.4 Sleeping arrangements shall ensure that a minimum distance of six (6) feet is provided between inmate's heads, if a solid barrier is not used.
- 4.03.2.22.5 Sufficient space shall be provided in all living and sleeping quarters to satisfy sanitary needs of all individuals incarcerated.
- 4.03.2.23 All areas of the detention facility other than closets or cabinets shall be well lighted. Cell areas, dormitories, toilets, and day rooms shall have light fixtures capable of providing at least 20-foot candles of illumination at 30 inches above the floor to permit observation, cleaning, maintenance, and reading.
- 4.03.2.24 Floors, walls, ceiling, windows, doors, and all appurtenances of the structure shall be of sound construction and easily cleanable. Walls, ceilings, and area partitions shall be of light color.
  - 4.03.2.24.1 Impervious floors shall be used in all areas. Suitable floor drains shall be installed so as to control vandalism.
- 4.03.2.25 Plumbing
  - 4.03.2.25.1 Water supplies will be adequate to serve the demands of the detention facility and should be from an approved existing public supply where possible. When an on-site water supply is developed, the system shall be constructed, operated, and maintained in accordance with requirements of Chapter 62-550, Florida Administrative Code, to ensure that the water supply is of safe bacteriological and chemical quality. Routine water samples shall be submitted to determine that the quality of the water does not deteriorate.
  - 4.03.2.25.2 Drinking water shall be accessible to all inmates.
  - 4.03.2.25.3 Showers shall have tempered running water under pressure and shall be available for inmates to take showers at least twice weekly (daily access to showers is preferred). The hot water supply to the shower shall not exceed 120 degrees Fahrenheit to prevent scalding.
  - 4.03.2.25.4 Sinks will have cold and either hot or tempered running water.
  - 4.03.2.25.5 All plumbing shall comply with requirements stated in Chapter 153, Florida Statutes.
  - 4.03.2.25.6 Plumbing fixtures such as toilets, water fountains, and sinks shall be constructed of smooth nonabsorbent easily cleanable material. Penal or security type fixtures may be used if construction meets the above requirements. If conventional toilets are installed, they shall be equipped with open front seats.
  - 4.03.2.25.7 Mop sinks or curbed areas where floor drains equipped with hot and cold running water shall be available in convenient locations throughout the facility for the proper disposal of cleaning water and to facilitate cleaning.
  - 4.03.2.25.8 All floor drains shall be equipped with tamper proof drain covers at all times. If self-priming floor drains are utilized, proper backflow devices

shall be installed to prevent siphonage. All floor drain traps shall be kept wet to prevent sewer gas from entering the building.

- 4.03.2.25.9 All sewage and liquid waste shall be disposed of into an approved public sewerage system, if available. The disposal system shall meet requirements stated in Section 381.0065, Florida Statutes.
- 4.03.2.26 All housing facilities shall be kept free of offensive odors with adequate ventilation.
  - 4.03.2.26.1 If natural ventilation is utilized, the opened window area for ventilation purposes shall be equal to one-tenth of the floor space in the inmate residential area.
  - 4.03.2.26.2 When mechanical ventilation or cooling systems are employed, the system shall be kept clean and properly maintained. Intake air ducts shall be designed and installed so that ducts or filters can be readily removed.
  - 4.03.2.26.3 In inmate residence areas and segregation cells with solid doors, mechanical ventilation systems shall provide a minimum of 10 cubic feet of fresh or filtered air per minute for each inmate occupying the areas.
  - 4.03.2.26.4 All toilet rooms shall be provided with direct openings to the outside or provided with mechanical ventilation to the outside.
- 4.03.2.27 Laundry and Dry Cleaning – Where laundry facilities are provided, they shall be adequate to ensure an ample quantity of clean clothing, bed linens, and towels. Laundry facilities shall be of sound construction. Laundry rooms shall be well lighted and properly ventilated. Clothes dryers and dry cleaning machines shall be vented to the exterior. Exposure to dry cleaning solvents shall not exceed threshold limit values set by the American Conference of Governmental Hygienists.
- 4.03.2.28 All furnishings and equipment in secure housing areas shall be security type.
  - 4.03.2.28.1 Tool resistant steel of the latest industry standards shall be used in all security devices, which control access to the exterior of the facility.
  - 4.03.2.28.2 Window sash of all types located in inmates' secure housing quarters shall be of the security type. Detention windows, fixed or operable, shall not have a clear opening width exceeding 5 inches.
  - 4.03.2.28.3 Glass and glazing materials shall have the proper security values for the area in which they are used.
  - 4.03.2.28.4 View panels in security areas shall be security type with security type glazing.
  - 4.03.2.28.5 Doors leading into secure housing areas shall be either a minimum of 12 gauge sound deadened hollow metal with security glazed viewing panel or bar grille doors of not less than 7/8" steel bars, round or hexagonal spaced 5" on centers. These doors shall be a minimum of 3 feet wide.
  - 4.03.2.28.6 Cell doors shall be a minimum of 2'8" wide. Doors for single, multiple occupancy or dormitory type cells shall be of a material and design consistent with the security requirements of the area. Maximum-security cell doors shall be either 12 gauge sound-deadened hollow metal with security glazed panel or bar grille type.

~~4.03.2.28.7 Doors to rooms in a reduced custody area or to individual cells in direct supervision areas shall be sound deadened hollow metal or solid core wood with viewing panels.~~

4.03.2.29 Mechanical systems shall include the following:

- 4.03.2.29.1 Heating, ventilating and/or air conditioning shall be designed to maintain temperatures at a normal comfort range in the occupied areas of the facility. Ducts penetrating inmates' access areas, which exceed 5 inches in length and width, shall have security grilles securely anchored wherever ducts penetrate secure walls, ceiling, or floors.
- 4.03.2.29.2 Mechanical ventilation of all confinement areas not having adequate natural ventilation is mandatory.
- 4.03.2.29.3 If natural ventilation is used, the window shall have a free area equal to one-tenth of the floor space. Cross ventilation is required.
- 4.03.2.29.4 In secure housing areas, light fixtures shall be secure and tamper-proof with no exposed electrical conduit accessible to inmates. All switches and outlets with inmate access shall have a remote override.
- 4.03.2.29.5 All sinks and showers shall have cold and either hot or tempered water.
- 4.03.2.29.6 Single occupancy cells shall have a toilet and sink. Showers should be located in the day room area.
- 4.03.2.29.7 Multiple occupancy units, dormitory units, and direct supervision type housing units shall allow ready access to toilets, sinks, and showers.
- 4.03.2.29.8 Fixture counts shall be 2 toilets, 2 mirrors, 1 shower, and 2 sinks for each 16 inmates or fraction thereof. Stainless steel fixtures are recommended.
- 4.03.2.29.9 Bunks and tables in maximum-security housing areas shall be security type substantially anchored.
- 4.03.2.29.10 Flooding protection. Floor drains in inmate housing areas and holding cells shall be located to reduce the incidence of malicious tampering and flooding. Where practical, a drain shall be located in security corridors and not inside cells or day rooms.

### 4.03.3 HVAC SYSTEM

- 4.03.3.1 Design, Provide and Install a complete operable HVAC system to include all required components, equipment, ducting, venting, piping, valves, supports, fittings, etc. to meet at a minimum the FMJS, Florida Code, and any relevant rules and regulations.
  - 4.03.3.1.1 Evaluate adequacy of interconnecting to the existing Jail Facility Chiller Equipment/Supply to provide HVAC to the Housing Addition facility. If inadequate or impractical to interconnect, Provide and Install new HVAC system meeting at a minimum the FMJS conditioned space requirements, Florida Code, and any relevant rules and regulations.
- 4.03.3.2 Security and access to equipment and controls to be coordinated with Owner.

#### **4.03.4 FIRE SPRINKLER SYSTEM**

- 4.03.4.1 Design, Provide and Install complete operable 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.
  - 4.03.4.1.1 Evaluate adequacy of interconnecting to the existing Jail Facility Fire Sprinkler/Suppression System. If inadequate or impractical to interconnect, Provide and Install new isolated HVAC system meeting at a minimum the FMJS conditioned space requirements, Florida Code, and any relevant rules and regulations.

#### **4.03.5 UTILITIES**

##### **4.03.5.1 Potable Water Supply System**

- 4.03.5.1.1 Design, Provide and Install complete operable Potable Water Supply system to include all required components, piping, valves, supports, fittings, etc. to meet at a minimum the FMJS, Florida Code, NEPA 13, and any relevant rules and regulations.
  - 4.03.5.1.1.1 Evaluate adequacy of interconnecting to the existing Jail Facility Potable Water System. If inadequate or impractical to interconnect, Provide and Install new isolated system/connection meeting at a minimum the FMJS requirements and any relevant rules and regulations.

##### **4.03.5.2 OSTDS (Septic) System**

- 4.03.5.2.1 Design, Provide and Install complete operable OSTDS to include all required components, piping, valves, supports, fittings, etc. to meet at a minimum the FMJS, NEPA 13, and any relevant rules and regulations.
  - 4.03.5.2.1.1 Evaluate adequacy of interconnecting to the existing Jail Facility Potable Water System. If inadequate or impractical to interconnect, Provide and Install new isolated system/connection meeting at a minimum the FMJS requirements and any relevant rules and regulations.

##### **4.03.5.3 Video Surveillance – Cameras/Server/Cabeling**

4.03.5.3.1 New Video Surveillance System must be interconnected and correctly communicate with existing Jail Facility surveillance system.

4.03.5.3.2 Cameras –Provide, Install and connect equipment to mounting frame, building structure and network communication line to provide a working component.

4.03.5.3.2.1 Openye (Indoor), Model OE-C1011D4-S; Qty 20

4.03.5.3.2.2 Openye (Outdoor), Model OE-C3012T8; Qty 6

4.03.5.3.3 Cabling/Network Integration - Provide, Install and connect new equipment and cabling, support and protect along path of installation to provide a working installation.

4.03.5.3.3.1 Category 6 Ethernet; UbiGear or Maxim

#### 4.03.5.4 Electricity/Service

4.03.5.4.1 Design, Provide and Install complete operable Electric system including, but not limited to, Service Connection, Panels, Equipment, Lighting, conduit and respective wiring to all designated end-use locations as required in accordance with FMJS, FBC and any relevant rules and regulations.

4.03.5.4.1.1 Evaluate adequacy of interconnecting to the existing Jail Facility Electric Service. If inadequate or impractical to interconnect, Provide and Install new isolated system/connection/service. Coordinate with local Provider to meet relevant requirements.

4.03.5.4.1.2 Includes Sub-Panel and all required breakers, connectors, Conduit, Etc. to provide workable system within Mechanical Room of Housing Addition.

#### 4.03.6 SITE WORK

4.03.6.1 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.

4.03.6.2 Prepare the site and coordinate with the respective contractors, subcontractors and trades to perform the work as intended in the project Design-Build documents.

4.03.6.3 Sod (performance turf, sod - Centipede) any and all disturbed areas once work is accomplished and prior to completion of project.

4.03.6.4 Lawfully dispose offsite any and all items not incorporated into the project and not approved salvageable to Owner. Arrange for proper means of any required disposal, Jail Facility dumpsters and containers may not be used.

**4.03.6.5 Concrete Sidewalk**

4.03.6.5.1 Construct 4 inch min depth, 5 ft minimum width, 3,000 psi concrete, 6x6/10x10 WWM concrete sidewalk along Housing Addition building and extending to connect with existing sidewalk along parking lot. Material placement, curing, finishes, dimensions, crack control and expansion joints to comply with FDOT Standard Plan 522-001. ADA cross-slope, landings, maneuvering area compliance required.

4.03.6.5.2 Sidewalks to provide continuous path from Housing Addition points of ingress/egress and existing facility entrances. Sidewalk shall also connect with sidewalk at site parking through new pedestrian access gates. Site Plan detail may not include all sections required. Coordinate final location with Jail Administrator.

**ARTICLE 5 – DESIGN INTENT DRAWINGS**

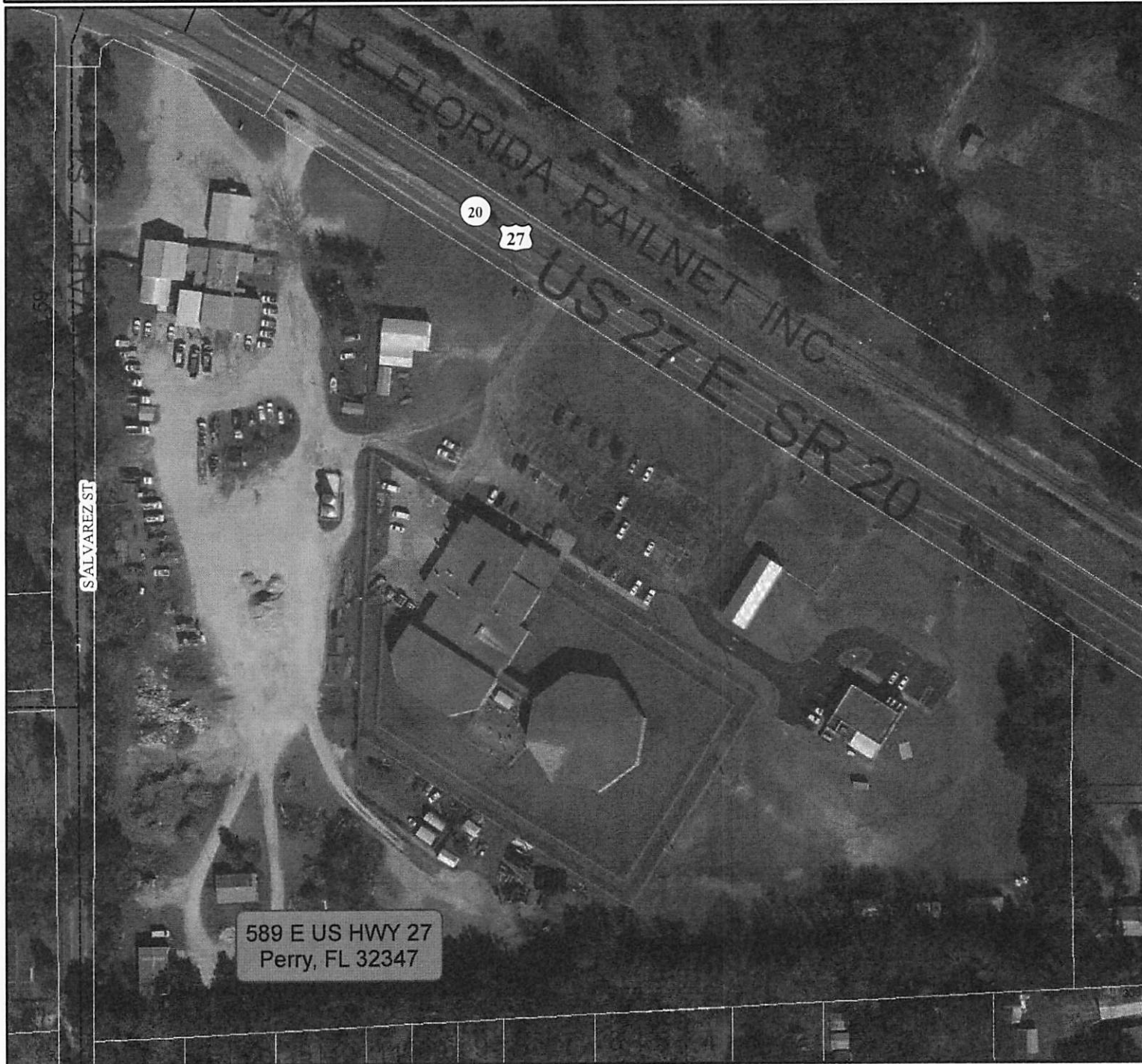
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5.01 Bound Separately

5.02 Existing Jail Facility Plans are available for review at:

5.02.1 Taylor County Jail Complex  
Attn: Major Richard Johnson  
589 E US HWY 27  
Perry, FL 32347  
richard.johnson@taylorsheriff.org  
850-584-4333

# Taylor County Jail Facility



## Legend

- State/ US Highway
- Major Road
- Minor Road
- Graded/Milling Road

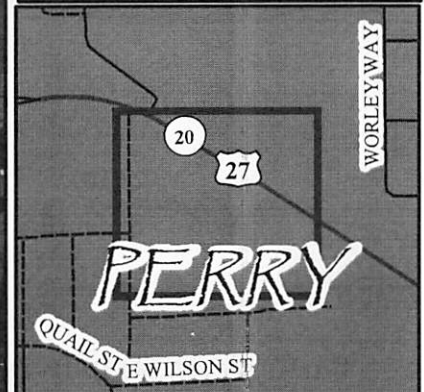
□ Parcel Boundaries

2019 Image



1 inch = 150 feet

Printed on: Date: Wednesday, July 27, 2022

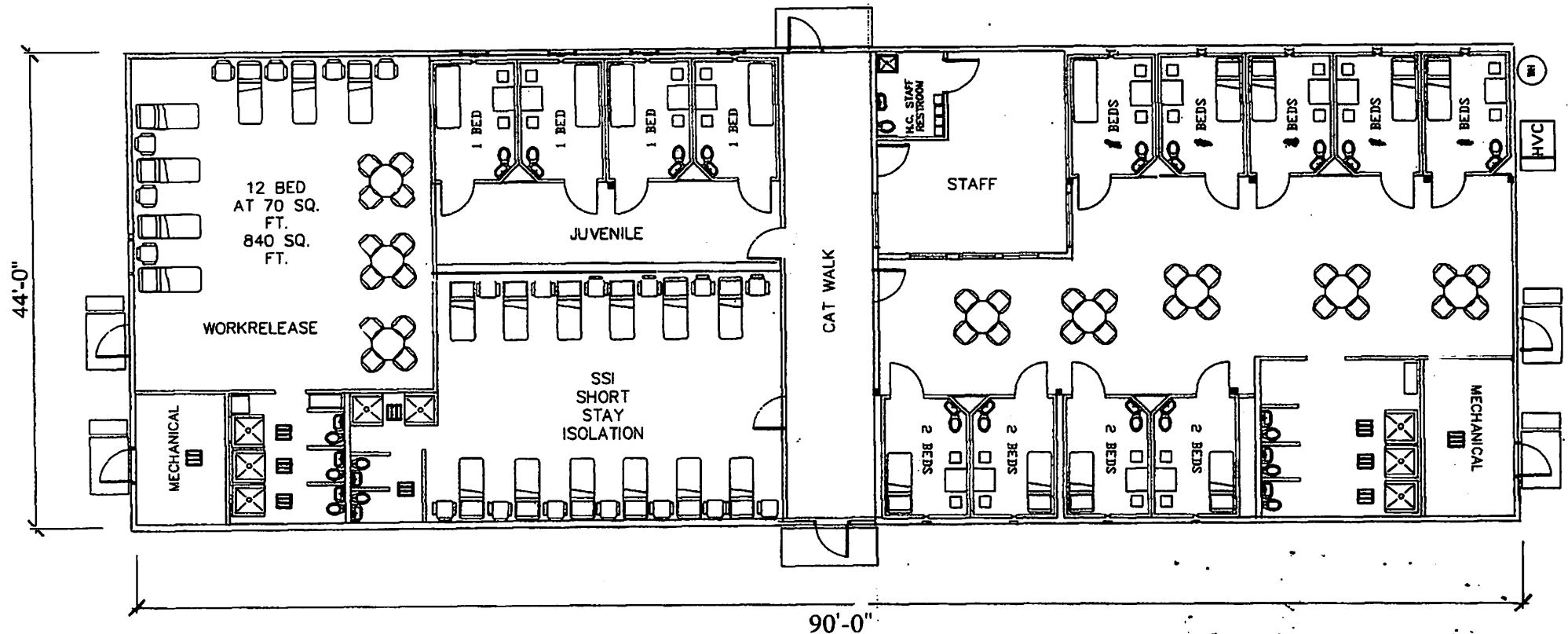


MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT  
This information was compiled from the best information available and the Taylor  
County Board of County Commissioners assumes no responsibility for errors or omissions.



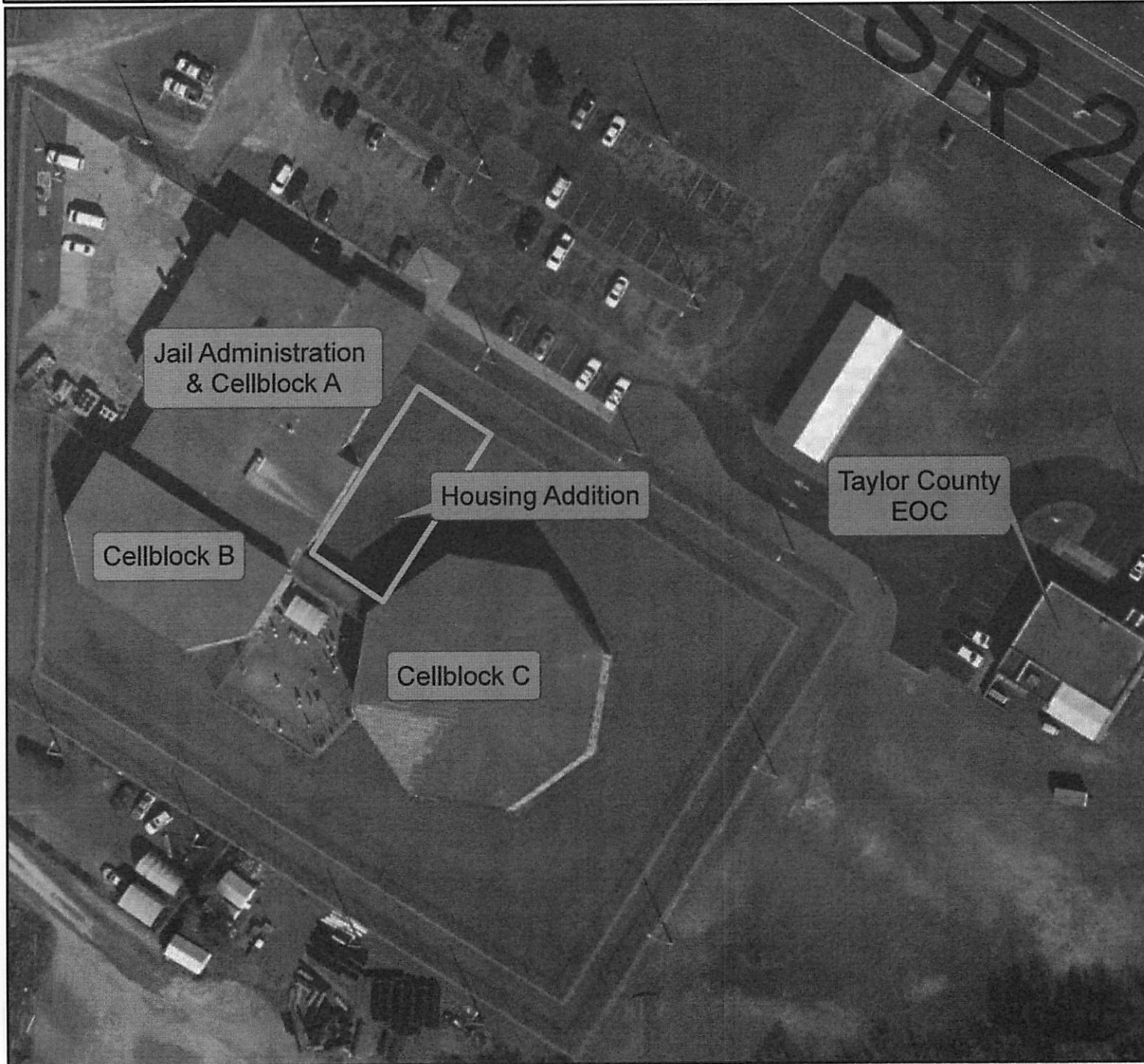
Taylor County  
Medium Security  
Detention Unit

Housing Addition Design Intent Drawing



Floor plan illustrates a building size of 44' x 127'. Some rooms may be repositioned, eliminated and/or overall floor plan revised to result in a 44' x 90' building dimension. The Staff Area, a mechanical room and a single cell are acceptable removals.

# Taylor County Jail Facility



## Legend

- State/ US Highway
- Major Road
- Minor Road
- Graded/Milling Road

□ Parcel Boundaries

2019 Image



1 inch = 70 feet

Printed on: Date: Thursday, August 04, 2022

20

27

PERRY

E PAIGE ST

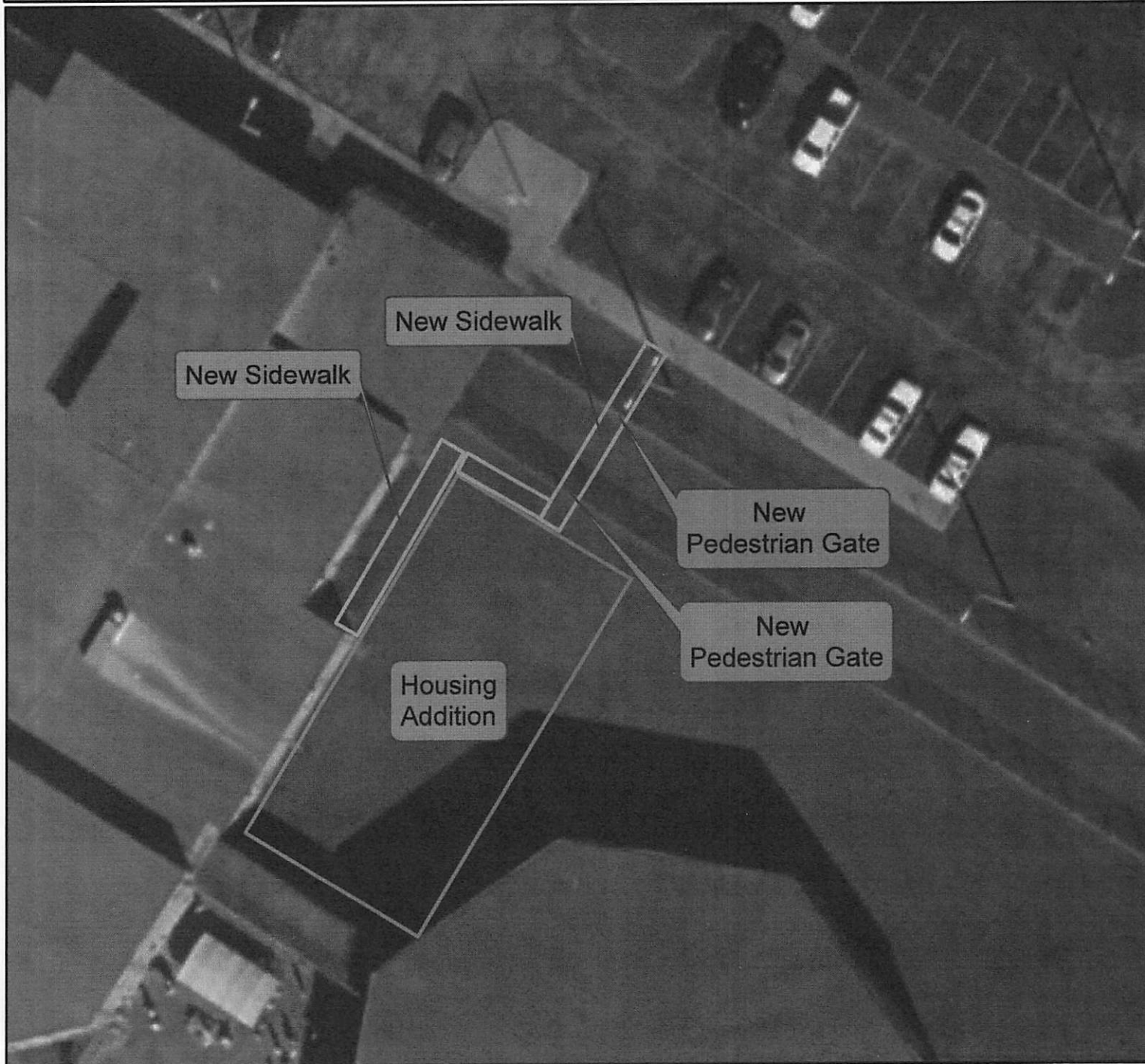
MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT  
This information was compiled from the best information available and the Taylor  
County Board of County Commissioners assumes no responsibility for errors or omissions.

# Taylor County Housing Addition

## Legend

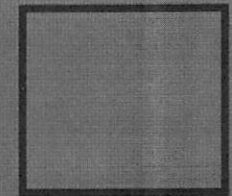
- State/ US Highway
- Major Road
- Minor Road
- Graded/Milling Road

2019 Image



1 inch = 30 feet

Printed on: Date: Monday, August 08, 2022



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT  
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22

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM LANDFILL FUND RESERVES



**MEETING DATE REQUESTED:**

AUGUST 16, 2020<sup>2</sup>

**Statement of Issue:** SOLID WASTE COLLECTION DEPARTMENT IS NOT SUFFICIENTLY FUNDED TO PAY FUEL EXPENDITURES OR NOTICE FEES FOR THE SOLID WASTE ASSESSMENT POTENTIAL INCREASE FOR THIS FISCAL YEAR.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$90,000

**Budgeted Expense:** NO

**Submitted By:** COUNTY ADMINISTRATOR LAWANDA PEMBERTON , 850-838-3500 x 6

**Contact:**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** FUEL WAS BUDGETED AT AN AMOUNT PRIOR TO FUEL INCREASES. DO TO THE CURRENT PRICING OF FUEL AND FUNDS TRANSFERRED FROM THAT LINE ITEM THERE IS NOT SUFFICIENT FUNDING FOR THE CURRENT FISCAL YEAR.

THERE IS ALSO AN ANTICIPATED COST OF \$15,000 FOR FIRST CLASS POSTAGE FOR THE NOTICING OF POTENTIAL SOLID WASTE ASSESSMENT INCREASE.

REQUEST TRANSFER OF LANDFILL FUND RESERVES TO FUND THE COST OF FIRST CLASS MAILING AND FUEL EXPENDITURES FOR THIS FISCAL YEAR.

**Options:**

**Attachments:** EXPENDITURE REPORT FOR 9115 LANDFILL FUND RESERVES

SUNGARD PENTAMATION, INC.  
 DATE: 08/09/2022  
 TIME: 10:09:16

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 19  
 AUDIT21

SELECTION CRITERIA: orgn.fund='115'  
 ACCOUNTING PERIODS: 1/22 THRU 11/22

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 115 - LANDFILL FUND  
 FD/DEPT - 9115 - LANDFILL FUND RESERVES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
115-580-590-9115-9115 - LANDFILL FUND RESERVES									
59900			RESERVE FOR CONTINGENCY		.00	.00	.00	BEGINNING BALANCE	
10/01/21	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL			RESERVE FOR CONTINGENCY		.00	.00	.00		.00
59910			RESERVE CASH BAL NEXT FY		.00	.00	.00	BEGINNING BALANCE	
10/01/21	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL			RESERVE CASH BAL NEXT FY		.00	.00	.00		.00
59921			RESERVE-CAPITAL IMPROVMTS		.00	.00	.00	BEGINNING BALANCE	
10/01/21	11-1				604,558.00			POSTED FROM BUDGET SYSTEM	
TOTAL			RESERVE-CAPITAL IMPROVMTS		604,558.00	.00	.00		604,558.00
59945			RESERVE - LF ESCROW RQMT		.00	.00	.00	BEGINNING BALANCE	
10/01/21	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL			RESERVE - LF ESCROW RQMT		.00	.00	.00		.00
TOTAL TOTL/DEPT - LANDFILL FUND RESERVES					604,558.00	.00	.00		604,558.00
TOTAL FUND - LANDFILL FUND					706,307.00	72,855.01	.00		633,451.99
TOTAL REPORT					706,307.00	72,855.01	.00		633,451.99

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION