

**SUGGESTED AGENDA**

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

**TUESDAY, OCTOBER 17, 2023  
6:00 P.M.**

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

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

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

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

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

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

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

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

**AWARDS/RECOGNITIONS:**

4. THE BOARD TO CONSIDER APPROVAL OF DRAFT PROCLAMATION PROCLAIMING THE MONTH OF OCTOBER 2023 AS FLORIDA FOREST FESTIVAL MONTH, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

**CONSENT ITEMS:**

5. APPROVAL OF MINUTES SEPTEMBER 19, 2023, SEPTEMBER 21, 2023, SEPTEMBER 26, 2023, SEPTEMBER 29, 2023 AND OCTOBER 2, 2023.
6. THE EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF MORTGAGE FOR CHAI' MARQUIS AND BAILEY ELLIS WHO RECEIVED DOWN PAYMENT ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.
8. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE ARTHROPOD CONTROL BUDGET FOR FISCAL YEAR 2023-2024, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 WITH WITT O'BRIENS, LLC.
10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON FEMA LICENSE/USE AGREEMENT IN ORDER TO EXTEND USE OF THE STEINHATCHEE COMMUNITY CENTER AS A DISASTER RECOVERY CENTER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**PUBLIC REQUESTS:**

11. LOCAL REALTORS TO DISCUSS POTENTIAL GROWTH FOR TAYLOR COUNTY.

**CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:**

12. ERIK BLACK, DISTRICT MANAGER, TO PRESENT THE FLORIDA FOREST SERVICE ANNUAL REPORT.

**GENERAL BUSINESS:**

13. THE BOARD TO CONSIDER REQUEST TO NAME GARY AND NORMA HOLDEN AS CITIZENS OF THE YEAR, AS AGENDAED BY COMMISSIONER PAM FEAGLE.

**COUNTY STAFF ITEMS:**

14. THE BOARD TO CONSIDER APPROVAL OF SUBMISSION OF LOCAL FUNDING INITIATIVE REQUESTS FOR FISCAL YEAR 2024-2025, AS AGENDAED BY MELODY COX, GRANTS WRITER.
15. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE THE SAN PEDRO ROAD SHEET PILE WALL PROJECT REQUEST FOR PROPOSALS TO ADDRESS ROADWAY SUBSIDENCE RELATED TO SINKHOLE ACTIVITY, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

**COUNTY ATTORNEY ITEMS:**

16. THE COUNTY ATTORNEY TO PRESENT EMPLOYMENT AGREEMENT FOR COUNTY ADMINISTRATOR.
17. THE COUNTY ATTORNEY TO DISCUSS F.S.125.35, SELL AND LEASE OF REAL PROPERTY.

**COUNTY ADMINISTRATOR ITEMS:**

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

## Motion to Adjourn

### FOR YOUR INFORMATION:

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

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

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

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

The Board to adoption of draft proclamation proclaiming the month of October 2023 as Florida Forest Festival month.



**MEETING DATE REQUESTED:**

October 17, 2023

**Statement of Issue:** To adopt Proclamation

**Recommended Action:** Adopt Proclamation

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

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

**Contact:** 838-3500 X 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** Taylor County historically adopts a Proclamation to proclaim the month of October as Florida Forest Festival month to join in the celebration representing more than 50 years of service to the forest industry.

**Options:** Approve/ Not approve

**Attachments:** Draft Proclamation

## PROCLAMATION FLORIDA FOREST FESTIVAL

WHEREAS, October 2023 marks the 68<sup>th</sup> Anniversary of the Florida Forest Festival in Taylor County, Florida; and

WHEREAS, in 1956, the citizens of Taylor County, Florida decided to stage a countywide "Pine Tree Festival" as an educational tool to reduce forest fires that were crippling the county's economic base—the timber industry; and

WHEREAS, over the years the Festival grew and accomplished its aim so well that by 1965 Taylor County could boast the lowest fire record in the nation; and

WHEREAS, in 1965 Taylor County was the top tree-producing county in the South and then Florida Governor Haydon Burns and the Florida Cabinet proclaimed Taylor County the "Tree Capital of the South" and at the urging of Governor Burns, the Pine Tree Festival became the Florida Forest Festival; and

WHEREAS, the goal of the Florida Forest Festival became and remains that of promoting the benefits of "Forestry in Florida"; and

WHEREAS, special activities have been planned throughout the month of October to celebrate the occasion of this anniversary and it is fitting that we should join in the celebration representing more than 50 years of service to the forest industry.

NOW, THEREFORE, be it resolved, that Taylor County does hereby proclaim the month of October, 2023 as *Florida Forest Festival Month*.

PASSED in regular session this 17th day of October, 2023.

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

Jamie English, Chairperson  
Board of County Commissioners

ATTEST:  
Gary Knowles, Clerk of Court  
Taylor County, Florida

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

**Board to approve Satisfaction of Mortgage for Chai' Marquis and Bailey Ellis who received Down Payment Assistance through the SHIP program in April 2019.**



**MEETING DATE REQUESTED:**

**October 17, 2023**

**Statement of Issue:**

**Board to approve Satisfaction of Mortgage for Chai' Marquis and Bailey Ellis who received Down Payment Assistance through the SHIP Program, April 2019 in the amount of \$7,000. The County has been reimbursed the balance remaining on the lien.**

**Recommended Action:**

**Approve Satisfaction of Mortgage.**

**Fiscal Impact:**

**The County has been reimbursed \$1,400 for the balance remaining on the lien.**

**Submitted By:**

**Jami Evans, Grant Coordinator**

**Contact:**

**Jami Evans**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Ellis' received Down Payment Assistance through the SHIP program in the amount of \$7,000 in April 2019. The home has been sold. The County has been reimbursed \$1,400 for the remaining balance of the lien. All terms of the agreement have been satisfied.

**Attachments:**

**Satisfaction of Mortgage**

**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:** That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **CHAI'MARQUIS AND BAILEY ELLIS**, a married couple, bearing date the 4th day of April, A. D. 2019, recorded in Official Records Book 795, pages 84-93, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$7,000.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

**LOT 5 BLOCK 5 OF UNIT NO. 2 OF COLONIAL HOMES, INC., A SUBDIVISION  
ACCORDING TO THE MAP OR PLAT OF SAID UNIT NO. 2 OF COLONIAL HOMES, INC.,  
ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF TAYLOR  
COUNTY, FLORIDA, IN PLAT BOOK 1, AT PAGE 76.**

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

**WITNESS** my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, Sealed and Delivered  
in Presence of:

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

\_\_\_\_\_  
(SEAL)  
**JAMIE ENGLISH, Chairperson  
BOARD OF COUNTY COMMISSION  
TAYLOR COUNTY, FLORIDA**

**ATTEST:**

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

**STATE OF FLORIDA  
COUNTY OF TAYLOR**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **JAMIE ENGLISH**, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

**My Commission Expires:**

**THIS INSTRUMENT PREPARED BY:**  
**Conrad C. Bishop, Jr.**  
**Attorney at Law**  
**P. O. Box 167**  
**Perry, Florida 32347**  
**Bar Number: 126073**

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to ratify the signature of the County Administrator on the Anthropod Control Budget for Fiscal Year 2023-2024


**MEETING DATE REQUESTED:**

10/17/2023

**Statement of Issue:** To ratify signature on the Anthropod Control Budget

**Recommended Action:** Ratify the County Administrator's signature

**Fiscal Impact:** \$53,791 State budget

**Budgeted Expense:** N/A

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

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The annual certified budget for anthropod (mosquito) control documents the approved budget and requires signature by the County Administrator, to be ratified by the Board of County Commissioners.

**Options:**

**Attachments:** Annual Certified Budget



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services  
**ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL**

Submit to:  
Mosquito Control Program  
3125 Conner Blvd, Suite E  
Tallahassee, FL 32399-1650

WILTON SIMPSON  
COMMISSIONER

Rule 5E-13.027, F.A.C.  
Telephone: (850) 617-7911; Fax (850) 617-7939

County or District Taylor

FISCAL YEAR: OCTOBER 1, 2023 - SEPTEMBER 30, 2024

**RECEIPTS**

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$76,720.00	\$76,720.00	
334.1	State Grant	\$37,748.53	\$0.00	\$37,748.53
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
<b>TOTAL RECEIPTS</b>		<b>\$114,468.53</b>	<b>\$76,720.00</b>	<b>\$37,748.53</b>
Beginning Fund Balance		\$16,042.47	\$0.00	\$16,042.47
<b>Total Budgetary Receipts &amp; Balances</b>		<b>\$130,511.00</b>	<b>\$76,720.00</b>	<b>\$53,791.00</b>

**EXPENDITURES**

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$60,350.00	\$35,002.00	\$25,348.00
20	Personal Services Benefits	\$20,940.00	\$8,365.00	\$12,575.00
30	Operating Expense	\$925.00	\$925.00	\$0.00
40	Travel & Per Diem	\$0.00	\$0.00	\$0.00
41	Communication Serv	\$775.00	\$775.00	\$0.00
42	Freight Services	\$0.00	\$0.00	\$0.00
43	Utility Service	\$275.00	\$275.00	\$0.00
44	Rentals & Leases	\$0.00	\$0.00	\$0.00
45	Insurance	\$1,773.00	\$1,773.00	\$0.00
46	Repairs & Maintenance	\$1,425.00	\$1,425.00	\$0.00
47	Printing and Binding	\$0.00	\$0.00	\$0.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$100.00	\$100.00	\$0.00
51	Office Supplies	\$580.00	\$580.00	\$0.00
52.1	Gasoline/Oil/Lube	\$7,000.00	\$7,000.00	\$0.00
52.2	Chemicals	\$30,868.00	\$15,000.00	\$15,868.00
52.3	Protective Clothing	\$200.00	\$200.00	\$0.00
52.4	Misc. Supplies	\$5,000.00	\$5,000.00	\$0.00
52.5	Tools & Implements	\$0.00	\$0.00	\$0.00
54	Publications & Dues	\$300.00	\$300.00	\$0.00
55	Training	\$0.00	\$0.00	\$0.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
<b>TOTAL BUDGET AND CHANGES</b>		<b>\$130,511.00</b>	<b>\$76,720.00</b>	<b>\$53,791.00</b>
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
<b>TOTAL RESERVES ENDING BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES</b>		<b>\$130,511.00</b>	<b>\$76,720.00</b>	<b>\$53,791.00</b>
<b>ENDING FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

I certify that the budget shown was adopted on this 19th Day of September 2023  
SIGNED: Paulanda Pennington, County Administrator  
For Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

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

Mosquito Control Program

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



The Board to ratify the signature of the County Administrator on the Professional Services Agreement Amendment No. 1 with Witt O'Briens, LLC.

**MEETING DATE REQUESTED:**

10/17/2023

**Statement of Issue:** To ratify signature of the County Administrator

**Recommended Action:** Ratify the County Administrator's signature

**Fiscal Impact:** Not affected by this amendment

**Budgeted Expense:** N/A

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

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The original professional services agreement with Witt O'Briens, LLC for grant consulting services listed the client as the "Taylor County Sheriff's Office" instead of "Taylor County Board of County Commissioners". The amendment No. 1 corrects the client and makes no other changes.

**Options:**

**Attachments:** Annual Certified Budget

**Amendment No. 01  
To Professional Service Agreement**

This Amendment ("Amendment") is made by and between **Witt O'Brien's, LLC**, ("Consultant"), and **Taylor County Board of County Commissioners, FL** ("Client"), collectively "the parties," amends the Professional Service Agreement entered into by the parties on August 28, 2023 ("Agreement"), and this amendment is effective as of September 9, 2023.

The parties hereby agree that the Agreement shall be amended as follows:

This Professional Services Agreement ("Agreement") is effective as of the 28th day of August, 2023 is entered into by and between **Taylor County Sheriff's Office, Florida**("Client"), with offices located at 591 US Highway 27 East, Perry, FL 32347 and **Witt O'Brien's, LLC** ("Consultant"), located at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024. For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

**Amended to Read:**

This Professional Services Agreement ("Agreement") is effective as of the 28th day of August, 2023 is entered into by and between **Taylor County Board of County Commissioners, Florida**("Client"), with offices located at 591 US Highway 27 East, Perry, FL 32347 and **Witt O'Brien's, LLC** ("Consultant"), located at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024. For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF**, Consultant and Client have caused this Amendment to be executed by their duly authorized representatives.

**Taylor County Board of County  
Commissioners, FL**

LaWanda Pemberton  
\_\_\_\_\_  
Signature

**LaWanda Pemberton, County Administrator**

**Name and Title**

**Date:** 9/12/2023

**WITT O'BRIEN'S LLC**

Cheryl Joiner  
\_\_\_\_\_  
Signature

**Cheryl Joiner, Director Contracts &  
Compliance**

**Name and Title**

**Date:** 9/13/2023

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to ratify the signature of the County Administrator on FEMA License/Use Agreement in order to extend use of the Steinhatchee Community Center as a Disaster Recovery Center.

**MEETING DATE REQUESTED:**

10/17/2023

**Statement of Issue:** To ratify signature of the County Administrator

**Recommended Action:** Ratify the County Administrator's signature

**Fiscal Impact:** None

**Budgeted Expense:** N/A

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

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

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The original License/Use with FEMA was approved for a 30 day period on September 9, 2023. FEMA has requested another 30 day period in order to offer services to citizens.

**Options:**

**Attachments:** License/Use Agreement



**FEMA**

## LICENSE/USE AGREEMENT

1. **Parties.** The Parties to this Agreement are the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and Taylor County (Licensor.)
2. **Authority.** This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207, et seq.
3. **Purpose.** FEMA desires to use, and the Licensor agrees to license and permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

Steinhatchee Community Center, 1013 Riverside South Drive, Steinhatchee, FL 32359 to include the main room of the community center, facility tables and chairs, adjacent parking areas, restrooms, and the refrigerator in the kitchen area which will be utilized by the local community staff, FEMA staff, disaster survivors, and all disaster-associated individuals while the Disaster Recovery Center (DRC) not to exceed 30 days.

4. **Scope.** The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

FEMA will use the premises primarily as a Disaster Recovery Center where FEMA will receive members of the public for the purpose of providing information to survivors and their supporters, assist with applications, and hand out general information on FEMA disaster assistance. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs.

5. **Duration.** This Agreement shall become effective upon execution, and expire no later than 30 days thereafter, unless terminated prior to that date with 10 calendar days notice from either party. This Agreement may be extended by mutual consent of the parties.

6. **Duties and Responsibilities.**

a. Licensor shall:

- 1) At no cost to FEMA, maintain the premises in good repair and condition, and supply utilities (including heat, air conditioning, light, ventilation), sanitation, trash removal, and cleaning services during the period of this Agreement unless FEMA enters into separate agreements to provide for utility, sanitation and other similar services;

- 2) Provide FEMA with any keys or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;
- 3) Maintain at Licensor's own expense existing electrical service, and all other utilities (including water and sewer) for the duration of this Agreement, unless separately metered and contracted for by FEMA under separate agreements;
- 4) Permit FEMA to install, if necessary, electrical and telecommunications upgrades and all other modifications necessary for the accessibility for people with disabilities with the approval of the Licensor, which will become the property of the Licensor upon termination of this Agreement and not be removed by FEMA;
- 5) Permit FEMA to provide, as necessary, office furniture and equipment for its use. This property and other removable property provided by FEMA necessary to carry out the intended use of the Premises will remain FEMA property in the exclusive control and authority of FEMA in accordance with FEMA 119-7-1, and will be removed by FEMA upon termination of this Agreement;
- 6) Permit FEMA to make other minor alterations to the Premises such as the installation of signage, which will be removed upon termination of the Agreement; and,
- 7) Maintain insurance for liability, and for loss of or damage to the Premises, arising from the wrongful or negligent acts or omissions of third parties.

b. FEMA shall:

- 1) Maintain the Premises in clean and orderly condition;
- 2) Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph 6a(4) above, and including the removal of any items installed in accordance with 6a(5) and (6) above;
- 3) Provide for any required security or cleaning services under separate contract at FEMA expense; and,
- 4) Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph 3 of this Agreement.

**7. Non-Fund Obligor Agreement.** Nothing in this Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

**8. Liability.** Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

**9. Compliance with Applicable Law:** The Licensor shall comply with all Federal, state, and local laws applicable to either the Licensor as owner or the Premises (including, without limitation, laws applicable to construction, ownership, alterations, or operations), and the Licensor will obtain and maintain all required permits, licenses, and similar items, at no cost to FEMA.

**10. Applicable Law.** Federal law shall govern this Agreement and any dispute or claim arising from it.

**11. Warranty Use of Premises.** Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect for toxic material or latent hazardous environmental conditions which could affect FEMA's intended use of the Premises. Any known hazardous environmental conditions which could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

**12. Integrated Agreement:** This Agreement contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter

**13. Points of Contact.**

- a. The FEMA Point of Contact is:  
Heather Cooper  
FEMA External Support Branch Director  
3600 SW 47th Ave Gainesville, FL 32608  
(202)702-6109 heather.cooper@fema.dhs.gov

- b. The Licensor's Point of Contact is:  
Tom Muscher  
(850) 294-5269

14. **Other Provisions.** Nothing in this Agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this Agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

15. **Effective Date.** The terms of this Agreement will become effective on the date of signature of the authority representatives of all parties.

16. **Modification.** This Agreement may be modified upon the mutual written consent of the parties.

APPROVED BY:




Lawanda Pemberton  
County Administrator  
Taylor County

\_\_\_\_\_  
Brett Howard  
Federal Coordinating Officer  
Federal Emergency Management Agency

Date: 10/10/2023

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

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b>	Local Realtor's Request
	
<b>MEETING DATE REQUESTED:</b>	10/17/23

**Statement of Issue:** Local realtors request to be on agenda for questions/suggestions on potential growth for Taylor County

**Recommended Action:**

**Fiscal Impact:** NA

**Budgeted Expense:** NA

**Submitted By:** Zack Comstock, Hope Webb, Jessica Howard, Ben Jones, Lindsey Vaughn, Erin Vaughn, Ben Sadler, Oriel Blalock

**Contact:** 850-843-3955 / 850-838-7691

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** NA

**Options:** NA

**Attachments:** NA

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

**Florida Forest Service Annual Report**



**MEETING DATE REQUESTED:**

**10/17/2023**

**Statement of Issue: Florida Forest Service Annual Report**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By: Jordan Hunt**

**Contact:**

**850-838-5037**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**10 Reports**

**1 Cover Letter**

FLORIDA FOREST SERVICE  
PERRY DISTRICT  
(850) 223-0750  
(850) 223-0792 FAX



618 PLANTATION ROAD  
PERRY, FLORIDA 32348

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**  
**COMMISSIONER WILTON SIMPSON**

---

October 17, 2023

Honorable Jamie English  
District 1 Taylor County Commissioner  
201 East Green St.  
Perry, FL 32348

Dear Mr. English:

Attached is the 2022/2023 fiscal year activity report from the Florida Forest Service for the Forest Protection Program and the Cooperative Forestry Assistance Program for Taylor County.

These reports identify the major forestry activities that occurred throughout Taylor County for the period of July 1, 2022, through June 30, 2023.

Should there be any questions or comments regarding this material, please do not hesitate to call this office at 850-223-0751.

Sincerely,

**Wilton Simpson**  
**Commissioner of Agriculture**

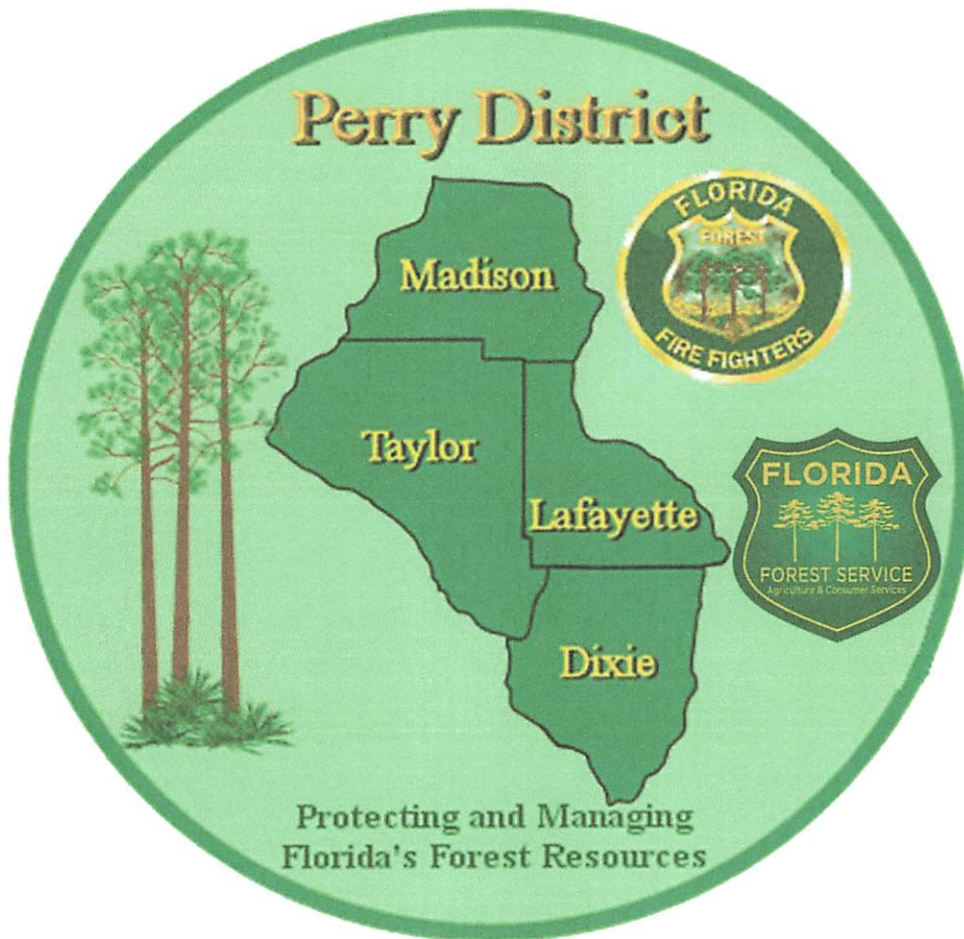
Eric K. Black  
District Manager  
Florida Forest Service

cc: Board of County Commissioners, Taylor  
Forest Management Bureau, FFS  
Forest Protection Bureau, FFS

# **FLORIDA FOREST SERVICE ANNUAL REPORT**

## **COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS**

### **TAYLOR COUNTY, FLORIDA**



In accordance with the Cooperative Agreement between the Taylor County Board of County Commissioners and the Florida Forest Service, we are pleased to submit this report covering the activities of the Cooperative Forestry Assistance Program and Forest Protection Program for the 2022-2023 fiscal year, covering the period of July 1, 2022, to June 30, 2023.

## Introduction

The mission of the Florida Forest Service is to protect Florida and its people from the dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations.

Our vision is to accomplish this mission with the key value of earning the public trust through serving people. The Florida Forest Service envisions a leadership role to ensure that natural resources will be managed in a way that perpetuates their special character and meets the changing social and economic needs of the people who live and visit here. It will assume a strong advocacy role for public safety to meet the challenges of wildland fires facing Florida. The strategies employed to accomplish this mission are as follows:

- Provide leadership to protect forests, wildlands, and the public from the destructive effects of wildfire.
- Promote sound forest management practices, which maintain the integrity of the environment and provide for Florida's future natural resource needs.
- Educate the public about the importance of Florida's forests and promote the renewal and protection of these resources.
- Manage public lands for their unique character and to provide multiple public benefits.
- Encourage Florida's communities to establish and perpetuate their urban forests.
- Encourage family forest owners to attain their forestland management goals with guidance and technical assistance that promotes good land stewardship principles.
- Improve the quality of service through the training and development of our people – our single greatest resource. This leadership will encourage innovation, excellence and freedom for personal growth.



## **Forest Protection Program**

The Florida Forest Service provides wildland fire protection in Taylor County through a cooperative agreement with the county. This agreement ensures a complete understanding of the commitment between Taylor County and the Florida Forest Service for emergency response. The county operating plan is a working document that outlines the capabilities and responsibilities of each cooperating agency including timber cooperators. The public benefits when all agencies establish coordinated efforts to handle the same emergency. Additionally, the agency looks for support from emergency service organizations to implement wildland/urban interface mitigation programs throughout the entire year. With the help of the county commission, we will ensure that the citizens have the protection they need from wildland fires.

The Florida Forest Service maintains four Type-2 tractor-plow units, two Type-1 tractors, a 5,000 gallon water tender, 750 gallon brush truck, 300 gallon brush truck, 2500 gallon tracked water trailer and a tracked all-terrain vehicle with 500 gallons of water to scout and suppress wildland fires within the county. In addition, the Florida Forest Service Rural Community Fire Protection Program continues to provide equipment to fire departments at little or no cost to them to help them meet their emergency needs.

### **Wildfire Activity**

During the past fiscal year, Florida Forest Service personnel responded to a total of 51 wildfires in Taylor County. These fires burned approximately 618 acres. These numbers represent a higher number of fires and lower number of acres from the previous year when we had 52 wildfires that burned a total of 131 acres. In addition, the support given to the FFS by the Four Rivers Land & Timber Company, Taylor County Commission, Taylor County Fire-Rescue, local volunteer fire departments and other cooperators was, once again, very instrumental in helping to limit the impact of wildfires on Taylor County residents.

<b>WILDFIRES BY CAUSE - TAYLOR COUNTY</b>		
<b>JULY 1, 2022-JUNE 30, 2023</b>		
<b>CAUSES</b>	<b>FIRES</b>	<b>ACRES</b>
Lightning	8	165.75
Campfires	1	0.10
Ordnance	1	245.00
Debris Burning	22	18.48
Incendiary	12	46.80
Equipment	5	8.40
Railroad	0	0.00
Children	0	0.00
Unknown	2	3.53
Miscellaneous	2	130.00
<b>TOTAL</b>	<b>51</b>	<b>618.06</b>

## **Open Burning Program**

Through the administration of the State's open burning program, the Florida Forest Service issues burn authorizations for agricultural, silvicultural and rural land clearing purposes to the residents of Taylor County. Through this authorization process, the FFS is better able to regulate and ensure proper and safe outdoor burning. The FFS believes that compliance with open burning laws through a comprehensive burning authorization process as well as aggressive pre-suppression and prescribed burning programs are all essential components of a strong forest protection program.

Over the past fiscal year, a total of 784 burn authorizations were issued in Taylor County. These authorizations included 8,808 acres and 2,011 authorized piles. In addition, FFS personnel provided landowner assistance for seven pre-suppression fire line plowing requests to help protect 1,740 acres and six prescribed burning assistance of 330 acres.

<b>BURN AUTHORIZATIONS - TAYLOR COUNTY</b>			
July 1, 2022– June 30, 2023			
<b>TYPE</b>	<b>AUTHORIZED FIRES</b>	<b>AUTHORIZED ACRES</b>	<b>AUTHORIZED PILES</b>
Agricultural	65	3,269	41
Silvicultural	62	5,372	281
Land Clearing	657	167	1,689
<b>TOTAL</b>	<b>784</b>	<b>8,808</b>	<b>2,011</b>

On-site inspections are conducted by FFS personnel prior to burn authorizations being issued to landowners who are requesting an authorization for the first time and for authorizations being requested in smoke sensitive areas. These on-site inspections ensure that distance setbacks, adequate equipment and proper control measures are being taken prior to burn authorizations being issued. Last fiscal year, a total of 15 onsite inspections were performed in Taylor County. In addition, compliance checks are often performed to ensure compliance with safe burning practices and legal requirements.

## **Fire Prevention**

Central to the Florida Forest Service's fire prevention efforts is its relationship with local citizens through schools, businesses, civic organizations, volunteer fire departments and local governments to help reduce the number of wildfires.

Last fiscal year, 32 fire prevention programs were done reaching an estimated 100,000 people.

### **Rural Community Fire Protection**

The Rural Community Fire Protection Program is a partnership in which the Florida Forest Service provides local volunteer fire departments with surplus equipment for the purpose of supporting the wildland firefighting efforts. Taylor County is an outstanding example of what can be accomplished through this program. With the support of the Taylor County Commission, local volunteer fire departments have been able to effectively use this equipment to protect the citizens of Taylor County. During this fiscal year, Taylor County was approved for \$6,585 under a Title IV grant that was administered by the FFS to purchase firefighting equipment for Taylor County Volunteer Fire Departments.

### **San Pedro Bay Landowners Association**

The San Pedro Bay Landowners Association (SPBLA) consists of landowners, land managers, state agencies, county governments and other interested parties working together as a unified team in forest resource protection. SPBLA members share a common interest in managing, protecting and promoting forest resources in and around the San Pedro Bay area with a stewardship ethic to ensure that these resources will be available for future generations. The role of the Florida Forest Service is to provide technical assistance to the members of the SPBLA. During the past fiscal year, the annual meeting was conducted in-person on April 14, 2023.

### **Cooperative Forestry Assistance Program**

The services provided by the county forester range from simple tree species identification and insect/tree disease diagnosis to the preparation of complex, comprehensive, multiple-use forest management plans for private, non-industrial forest landowners of Taylor County. Some of the more commonly provided services include:

- landowner assistance
- presentation of public information and education
- administration of federal cost-share programs
- assistance with state lands management
- wildfire suppression assistance
- Southern Pine Growth-and-Yield Model
- Longleaf Pine Ecosystem Geo-database
- Forest Stewardship reporting and mapping

### **Landowner Assistance**

During the 2022-2023 fiscal year, the county forester made 108 assists to the residents of Taylor County involving approximately 5,000 acres of land. This included 6 general management plans and agricultural assessment plans. This work also included:

- forest management plan development
- insect and disease detection and treatment
- cost-share program applications and administration
- tree planting equipment rental
- information dissemination regarding:
  - future management
  - thinning
  - site preparation
  - reforestation
  - seedling sources and availability
  - existing timber stand management
  - forest products marketing
  - Forest Stewardship & Tree Farm Programs
  - fertilization
  - regeneration failure
- fire lane and boundary line establishment and maintenance
- prescribed burning assistance
- Florida's Best Management Practices
- species identification
- forest service's vendor database

### **Forest Information and Education**

Last fiscal year, Perry District personnel were actively involved in several forestry and environmental education activities. These activities included:

- Annual Master Gardener Plant sale
- Forestry and natural ecosystems presentation at local high school
- Tree planting at high school
- Live fire demonstration to several classes
- Forestry practice for FFA contest

### **Federal Assistance Programs**

The Forest Stewardship Program encourages forest landowners to practice multiple-use resource management. This program provides a wide array of technical assistance and management advice through a comprehensive Forest Stewardship Plan which is available to landowners owning more than 20 acres at no cost or obligation. There are currently 78 Taylor County landowners enrolled in the program with total ownership of over 17,030 acres.



### ***Southern Pine Beetle Prevention Program***

The Southern Pine Beetle Prevention and Assistance Program focuses on reducing risks of southern pine beetle outbreaks by encouraging proactive forest management. It provides funds for thinning operations, underbrush removal, prescribed burning and planting of longleaf and slash pine. Either longleaf pine or slash pine planting is specified due to the better resistance of these species to southern pine beetle. Five landowners applied for assistance through this program.

### ***EQUIP***

The Environmental Quality Incentives Program (EQIP) is administered by the Natural Resources Conservation Service (NRCS). The Conservation Reserve Program (CRP) is administered by the Farm Service Agency. Each of these programs provides opportunities for technical advice and cost-sharing assistance to forest landowners in Taylor County. EQIP funds a host of forestry-related practices including wildlife management enhancement practices. As a result of the Farm Bill, opportunities exist for cost-sharing expenses for woodland management practices through both the EQIP and CRP programs. Through a Memorandum of Agreement, the county forester provides technical advice on forestry practices under both the EQIP and CRP programs. FIVE EQIP applications requiring a needs assessment, tree planting, site prep, and herbicide inspections requiring the services of the county forester were requested this period.

### ***Sequestering Carbon and Protecting Florida Land Program***

The Carbon program was voted on and approved by our State Legislators and will be available for five years with a minimum yearly allocation of 2 million dollars. Unlike the other programs, this program is totally funded by Florida tax dollars. The program provides assistance for landowners to include chemical, mechanical, and burning site-prep, seedlings, and planting. This programs' objectives are to encourage and provide assistance to landowners of Florida to sequester carbon by growing more trees. 2021 was the first year of this program and 2022/23 Taylor County had 8 planting and 10 site prep applicants approved for completing their planting practices.

### **Forest Health**

This year, once again, we have a continued higher than average occurrence of pine saw fly. Pine saw fly attacks all species of pine by eating the needles, or defoliating, of the tree. This usually does not hurt the tree, but these insects attacked various stands from early spring to late fall. Most stands survived the attack, but some have various stages of mortality. There is no way to prevent these attacks but to manage the stand after the fact.

As in previous years, multiple aerial surveys of the county were conducted to identify any major bark beetle infestations. Other than the activity referenced above, no additional spots of concern were identified. During the flight there were some areas around the coast that had some pine stands that succumbed to localized flooding. The land is owned by Four Rivers.

The county forester performed 28 other forest health inspections relating to pine bark beetles in Taylor County during the past fiscal year. As is commonly the case, all these were typical of the routine small outbreaks of the less aggressive species of bark beetles - including the *Ips* spp. engraver beetles and black turpentine beetles. These were all harvested or contained with little additional loss to forest resources.

### **Urban Forestry**

For the 30th consecutive year, the City of Perry earned the Tree City, USA designation. The Tree City, USA program recognizes cities for their efforts in maintaining a healthy urban forest. The county forester worked closely with the City of Perry Tree Board and administration, providing urban forestry advice and assistance when needed. Arbor Day was celebrated with tree-planting ceremonies with the city of Perry.

### **State Lands Management**

The Florida Forest Service is not the lead managing agency on any state-owned land within Taylor County; however, forestry assistance is extended to other state agencies such as the Florida Fish and Wildlife Conservation Commission, Department of Corrections, and the Suwannee River Water Management District. The county forester is available to assist with timber management activities, such as insect and disease identification and control, timber sale and regeneration information, and prescribed burning recommendations on these properties.

## **Training**

To better serve the residents of Taylor County, the county forester attended several training courses during the past fiscal year. This included instruction in groundcover restoration, herbicides, the I Tree Canopy & Design application, and the Natural Resources Conservation Service's (NRCS) requirements for becoming a Technical Service Provider.

In addition, the county forester attended the Florida Forest Service's annual Cooperative Forestry Assistance workshop where the following topics were discussed:

- Forest Health – Herbicide Use and Damage
- Regional Conservation Partnership Program (NRCS)
- Forest Stewardship reporting (SMART, PRISM)
- EQIP and CRP program updates and projections
- Tree Farm program updates
- Champion Tree program
- an overview of CFA program offerings and updates
- Regional Conservation Partners Program (NRCS)

In total, more than 96 hours of training were completed with the aim of providing better service to the residents of Taylor County.

## **Conclusion**

The primary goal of the CFA program in Taylor County for the new fiscal year brings a few recent changes. The overall goal is to present more outreach programs at the local schools to educate the youth on working forests and the products produced from timber. Through the office of the county forester, the Florida Forest Service will continue to increase the visibility of the services which are provided to the citizens of Taylor County. Through this exposure, more people will be made aware of the value and importance of timber production and natural resource management.

The Florida Forest Service is proud of the investment it has made in the natural resources of Taylor County and its ability to assist the residents of the county. Fire prevention and suppression will continue to be a major focus of this agency due to an ever-increasing population. Through the Cooperative Forestry Agreement, the Florida Forest Service will continue to provide sound forest management advice to both the citizens and local governments of Taylor County.

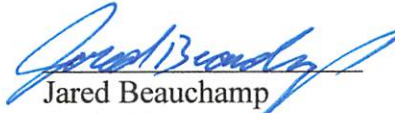
It is our policy to maintain an effective level of service and make any necessary improvements as needs are identified to serve the citizens of Taylor County. For that reason, the Board of County Commissioners of Taylor County is requested to provide comments or suggestions to assist the Florida Forest Service in providing the best service possible.

Respectfully submitted,



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Jordan Hunt  
Forest Area Supervisor  
Florida Forest Service  
618 Plantation Road  
Perry, FL 32348  
850-223-0781



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Jared Beauchamp  
Senior Forester  
Florida Forest Service  
203 West US 27  
Mayo, FL 32066  
850-661-2014

From: [Laila/Andy Pemberton](#)  
To: [Amanda Marsha Darden](#)  
Subject: [https://productionstorage1.blob.core.windows.net/webProduction\\_ProdJobs/10/120/12-05-12362325PreProcessedPDFPrh\\_358585](#)  
Date: Wednesday, October 11, 2023 9:04:18 AM  
Attachments: [https://productionstorage1.blob.core.windows.net/webProduction\\_ProdJobs/10/120/12-05-12362325PreProcessedPDFPrh\\_358585.pdf](#)

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# Editorial

8 of 12

A-8 Taco Times September 13, 2023

Letters to the Editor

## 'During times of crisis, leaders emerge'

Dear Editor:

Often, during times of crisis in communities, leaders emerge from within those communities who bring calm, healing, relief

and solutions to tragedy and disaster that caused the crisis.

On the morning of Aug. 30, 2023, in our small community of Shady Grove,

**Protect yourself when hiring a contractor in the wake of hurricane**

Dear Editor:

Insurance checks for home damages are arriving in the mail, and my stomach is turning.

in hiring from within my community and that "neighbors" don't do each other wrong.

So, I spent my \$10,000 in

in the northern sector of Taylor County, Florida, hundreds of people stepped forward to lend a helping hand to their neighbors in need when Hurricane Idalia, a Category 3 hurricane, slammed head-on into our county and community.

It was, indeed, a miraculous event to witness, but leadership in the names of Norma and Gary Holden sit at the very top. For the past two weeks, they personally organized and led the relief efforts in the Shady Grove, Lake Bird, Pleasant Grove,

Eridu, Boyd, Sirmans, Moseley Hall, and Ildo communities and beyond. Their efforts have touched so many people!

They coordinated and organized hot meals served at the community center and the incredible supply of disaster relief items that kept flowing in.

They organized the hot showers at a local market parking lot. Norma personally cooked hot meals in her home to serve those in need, and she and Gary visited people in their homes, checking on them.

They left no stone unturned in their personal relief efforts to ensure everyone was safe and taken care of.

Norma and Gary Holden are not new names in our community. I know their parents, and I have known the Holdens all my life. They live directly across from the Volunteer Fire Department in Shady Grove and have been in charge of its daily operation for the past 38 years.

They single-handedly kept the Fire Department open through the years

when closure seemed to be the only option!

Norma and Gary have a true "servant's heart" that was certainly evident during the greatest crisis in our community in most of our lifetimes.

They are the angels God placed in our community for this particular event!

It is without hesitation I recommend and nominate Norma and Gary Holden as Taylor County's "Citizens of the Year" for 2023.

Sincerely,  
Morris and Judy Steen  
Shady Grove Residents

Sent from my iPhone

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

**Board to review and approve submission of Local Funding Initiative Requests for Fiscal Year 2024-2025.**



**MEETING DATE REQUESTED:**

**October 17, 2023**

**Statement of Issue:** Local Funding Initiative Requests (Budget Appropriations) for FY 2024-2025 are due to be submitted to our State Legislators by the end of October 2023. Board to review and approve Taylor County's requests.

**Recommended Action:** Board to approve submission of Local Funding Initiative Requests for FY 2024-2025.

**Fiscal Impact:** Not Applicable at this time.

**Budgeted Expense:** Not Applicable at this time. The County is not providing any cash matches for the proposed projects.

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

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** As per the direction of the Board at the October 1, 2023, the following Local Funding Initiative Requests have been prepared for Board approval and submission thereof.

Steinhatchee Fire Rescue Station	\$1,000,000
Shady Grove Fire Rescue Station	\$1,000,000
Keaton Beach Fire Rescue Station	\$2,000,000
Southside Park Phase 2	\$124,830
Taylor Co. Horsemen's Arena	\$200,000
Taylor Co. Public Safety Complex	\$20,000,000
Courthouse Generator	\$366,620
Taylor Co. Agriculture & Expo Center	\$1,000,000
Taylor Co. Public Works Generator	\$21,000

**Attachments:** Local Funding Initiative Requests FY 2024-2025

**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:****Board to review and approve submission of Local Funding Initiative Requests for Fiscal Year 2024-2025.****MEETING DATE REQUESTED:****October 17, 2023**

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**Contact:** Melody Cox

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Courthouse Generator	\$366,620
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Taylor Co. Public Works Generator	\$21,000

**Attachments:** Local Funding Initiative Requests FY 2024-2025



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

1. **Project Title** Steinhatchee Fire Rescue & Public Safety Facility
2. **Senate Sponsor** Corey Simon District 3
3. **Date of Request** 10/17/2023

4. **Project/Program Description**

The Steinhatchee project has an estimated cost of \$2M and Taylor County received a budget appropriation FY 23-24 in the amount of \$1M. As a rural, fiscally constrained County who suffered catastrophic damage from Hurricane Idalia, the County does not have funding available to move forward with the project without additional funding assistance. The facility will be a hurricane rated structure and will house Fire Rescue, EMS, and public safety services. The base elevation of the structure will be raised due to Steinhatchee being prone to flooding. Steinhatchee is more than 37 miles from other emergency support services. Having a resilient, facility is critical to the safety and welfare for the citizens in the south end of the County. The facility will provide emergency services to an approximately 400 sq. mile area of the County as well as provide mutual aid to adjacent Dixie County and the community of Jena. The County also provides mutual aid to Lafayette County.

5. **State Agency to receive requested funds** Department of Agriculture and Consumer Services
- State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	
Fixed Capital Outlay	1,000,000
<b>Total State Funds Requested</b>	<b>1,000,000</b>

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	1,000,000	100.0 %
<b>Matching Funds</b>		
Federal	0	0.0 %
State (excluding the amount of this request)	0	0.0 %
Local	0	0.0 %
Other	0	0.0 %
<b>Total Project Costs for Fiscal Year 2024-2025</b>	<b>1,000,000</b>	<b>100.0 %</b>



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funds will be used for the construction of the Steinhatchee Fire Rescue & Public Safety Facility. The County will be providing the land and all project management services. The County received a \$1M appropriation FY 23-24 with the project having a total estimated cost of \$2M.	1,000,000
<b>Total State Funds Requested (must equal total from question #6)</b>		1,000,000



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

### 14. Program Performance

#### a. What specific purpose or goal will be achieved by the funds requested?

The goal is to provide a full service emergency response facility in Steinhatchee which will serve the south end of the County as well as those we provide mutual aid to. The building will house Fire Rescue, EMS and serve as a disaster recovery staging area. The structure will be a hurricane rated structure as well as elevated which will ensure for emergency support services to be available in all weather events and for the continuity of operations and rapid recovery efforts. Hurricane Idalia has proven that adequate, resilient emergency support facilities and services are absolutely essential for the southern end of the County as the nearest emergency support services are more than 37 miles away.

#### b. What activities and services will be provided to meet the intended purpose of these funds?

The facility will serve as a public safety facility with the primary use being Fire Rescue services. EMS will be co-located in the facility. The site will also serve as a disaster recovery staging area.

#### c. What direct services will be provided to citizens by the appropriation project?

Direct services will include but not be limited to: Fire protection services with reduced emergency response times, EMS services, and disaster recovery services. The new facility will be able to provide emergency service to the community of Steinhatchee as well as the south end of the County which encompasses approximately 400 sq. miles. The facility will also provide emergency services to the adjacent community of Jena in Dixie County. In addition to providing direct services on a daily basis, the new facility will ensure for the continuity of operations in the event of a disaster/weather related event.

#### d. Who is the target population served by this project? How many individuals are expected to be served?

The target population is the community of Steinhatchee and the south end of the County which encompasses approximately 400 sq. miles. Many of the roads in the south end of the County are unpaved making it more difficult to provide emergency services. The County frequently provides mutual aid to adjacent Dixie County and the community of Jena. More than 10,000 residents will be served by the facility as well as the many visitors and tourists to the area a large portion of the year for recreational fishing, boating, and scalloping. The County also provides mutual aid to Lafayette County.

#### e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The project will provide a hurricane rated, hardened, resilient structure which will enable Fire Rescue to provide emergency services in all types of weather events, and for the continuity of operations. The elevated base will protect the facility from flooding. EMS will be co-located in the facility which will also provide a disaster recovery staging area. As there will be adequate parking for response vehicles and storage area for equipment and apparatus, emergency response times will be substantially reduced. Equipment and vehicles will have an extended life span with protection from the weather elements.

#### f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

The County will move forward with the project immediately when sufficient funds are "in hand" for the project due to the critical need for the facility. All deliverable and performance measures will be met as per contract timelines and requirements. The County owns the land where the facility will be located. The County will be providing all project management services.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☒ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

**19. What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

*The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.*



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

1. **Project Title**

2. **Senate Sponsor**

3. **Date of Request**

4. **Project/Program Description**

The Shady Grove project will be the construction of a hurricane rated, hardened, resilient three bay fire station with storage and living quarters. The building will be located on land owned by the County. The facility will have sufficient parking for firefighters and emergency response personnel. The site will also serve as a disaster recovery staging area. The facility has an estimated cost of \$2M and the County was awarded a budget appropriation FY 23-24 in the amount of \$1M. As a rural, fiscally constrained County which suffered catastrophic loss from Hurricane Idalia, the County does not have the funding available to move forward with the project without additional funding assistance.

5. **State Agency to receive requested funds**

State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	<input type="text"/>
Fixed Capital Outlay	<input type="text" value="1,000,000"/>
<b>Total State Funds Requested</b>	<b><input type="text" value="1,000,000"/></b>

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	<input type="text" value="1,000,000"/>	<input type="text" value="100.0"/> %
<b>Matching Funds</b>		
Federal	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
State (excluding the amount of this request)	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Local	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Other	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
<b>Total Project Costs for Fiscal Year 2024-2025</b>	<b><input type="text" value="1,000,000"/></b>	<b><input type="text" value="100.0"/> %</b>



# The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

8. Has this project previously received state funding? ☒ Yes ☐ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		
2023-24		1,000,000		No

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a rural, fiscally constrained County which suffered catastrophic loss from Hurricane Idalia, the County has no additional funding sources for the project. Taylor County is a designated RAO and REDI community.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M which was used for public safety, payroll costs, and the purchase of PPE and associated supplies. The American Rescue Plan funds are designated for critically needed stormwater facilities.

## Complete questions 11 and 12 for Fixed Capital Outlay Projects

### 11. Status of Construction

- a. What is the current phase of the project? ☐ Planning ☒ Design ☐ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☒ No
- c. What is the estimated start date of construction? 12/01/2025
- d. What is the estimated completion date of construction? 08/30/2026

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of Commissioners will own, operate, and maintain the facility. The County will be providing the land the facility will be located on.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funding will be used for the construction of the Shady Grove Fire & Rescue Public Safety Facility. Taylor County will provide the land for the facility and all project management services required for the construction. The County received a \$1M appropriation FY 23-24 with the project having a total estimated cost of \$2M.	1,000,000
<b>Total State Funds Requested (must equal total from question #6)</b>		1,000,000



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

### 14. Program Performance

#### a. What specific purpose or goal will be achieved by the funds requested?

A hurricane rated, hardened fire station with three bays with living quarters will be constructed. Currently, Shady Grove Fire Rescue is located in a small, older shed like structure which does not have storage for equipment. There is currently no adequate parking and there are no living quarters. The north end of the County does not have a disaster recovery staging area and the new facility will provide those services if so needed. The entire County suffered serious loss from Hurricane Idalia and this facility is critically needed.

#### b. What activities and services will be provided to meet the intended purpose of these funds?

The Fire Station will provide facilities and resources for improved fire protection and emergency response services for Shady Grove and the north end of the County. In addition, mutual aid is provided to the adjacent counties of Madison and Jefferson, which will also benefit from the station and public safety facility. The new station will substantially reduce response times with adequate equipment being stored on site. Shady Grove is located 16.6 miles from the County's primary fire station which currently provides the majority of fire protection and emergency support for Shady Grove and the north end of the County.

#### c. What direct services will be provided to citizens by the appropriation project?

The facility will provide substantially improved response times for fire protection and emergency services. In addition, the north end of the County will have a facility equipped to handle disaster recovery services.

#### d. Who is the target population served by this project? How many individuals are expected to be served?

The Shady Grove community as well as the north end of the County are the target population. Madison and Jefferson County will also benefit as mutual aid is provided to both counties. Approximately 3,500 citizens over 200 square miles will be served by the new facility.

#### e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

All emergency calls are recorded and monitored. An expected outcome of the project will be substantially reduced response times which can be easily tracked and documented. Another outcome will be the extended life of emergency response and fire vehicles, equipment, and emergency apparatus with adequate storage and protection from inclement weather. There is no disaster recovery area at the north end of the County and the new station will provide these services.

#### f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Taylor County will move forward with the project immediately when sufficient funds are "in hand" for the project. All deliverables and performance measures will be met per contract timelines and requirements. The County owns the land where the facility will be located. The County will be providing all project management services.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☒ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

**19. What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

*The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.*



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

1. **Project Title**
2. **Senate Sponsor**
3. **Date of Request**

4. **Project/Program Description**

The project will consist of the construction of a hurricane rated fire station and public safety facility at Keaton Beach. The existing station suffered damage from Hurricane Idalia and Fire Rescue personnel is currently working out of a temporary facility. As the current structure is not hurricane rated or a hardened structure, Fire Rescue personnel evacuates the facility prior to tropical storms, hurricanes, or flood events leaving no fire rescue or emergency services personnel in the Keaton Beach area. The new facility will not only be a hurricane rated, hardened structure, it will also be constructed to code elevations to prevent flooding of the facility. The new facility will enable fire rescue and emergency/public safety personnel to shelter in place to allow for the continuity of operations and rapid disaster recovery efforts.

5. **State Agency to receive requested funds**
- State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	<input type="text"/>
Fixed Capital Outlay	<input type="text" value="2,000,000"/>
<b>Total State Funds Requested</b>	<b><input type="text" value="2,000,000"/></b>

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	<input type="text" value="2,000,000"/>	<input type="text" value="100.0"/> %
<b>Matching Funds</b>		
Federal	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
State (excluding the amount of this request)	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Local	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Other	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
<b>Total Project Costs for Fiscal Year 2024-2025</b>	<b><input type="text" value="2,000,000"/></b>	<b><input type="text" value="100.0"/> %</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

8. Has this project previously received state funding? ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a rural, fiscally constrained County which suffered catastrophic damage from Hurricane Idalia, the County has no additional funding sources for the project. Taylor County is a RAO and REDI designated community.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7 M which was used for public safety, payroll costs, and the purchase of PPE and associated supplies. The American Rescue Plan funds are designated for critically needed stormwater facilities.

### Complete questions 11 and 12 for Fixed Capital Outlay Projects

#### 11. Status of Construction

- a. What is the current phase of the project? ☐ Planning ☒ Design ☐ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☒ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of Commissioners will own, operate, and maintain the facility. The County will provide the land the facility will be located on.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funds will be used for the construction of the Keaton Beach Fire Rescue and Public Safety Facility. The County will be providing the land and all project management services.	2,000,000
<b>Total State Funds Requested (must equal total from question #6)</b>		<b>2,000,000</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

### 14. Program Performance

#### a. What specific purpose or goal will be achieved by the funds requested?

Construction of a new hurricane rated, hardened, elevated structure will provide for the continuity of operations of fire rescue and emergency and public safety services at Keaton Beach as well as the communities of Dekle Beach, Dark Island, Cedar Island, Spring Warrior, Yates Creek and the southern end of the County. The Keaton Beach area is located 23.1 miles from the primary Fire Station in Perry as well as other emergency support services. The community of Steinhatchee is located 19.3 miles away on coastal roads which often receive considerable flooding during weather or storm surge events and at this time offers limited fire rescue and emergency support services.

#### b. What activities and services will be provided to meet the intended purpose of these funds?

The new building will serve as a public safety facility with the primary use being Fire Rescue services. In addition to fire protection and emergency services, the site will serve as a disaster recovery staging area.

#### c. What direct services will be provided to citizens by the appropriation project?

Direct services will include but not be limited to fire protection, emergency support services, and disaster recovery. The new facility will provide service to the communities of Keaton Beach, Dekle Beach, Dark Island, Cedar Island, Yates Creek, and Spring Warrior, as well as the entire southern end of the County. In addition to direct services provided on a daily basis, the new facility will ensure for rapid recovery efforts in the event of a disaster/weather related event.

#### d. Who is the target population served by this project? How many individuals are expected to be served?

The target population is Keaton Beach and the surrounding coastal communities. Approximately 5,000 citizens will be served year round with approximately double that number being served during the very busy recreational boating, fishing, and scalloping seasons. The County also provides mutual aid to the nearby counties of Dixie and Lafayette.

#### e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The project will provide a hurricane rated, hardened, resilient structure which will enable Fire Rescue to provide emergency services in all types of weather events and conditions. Fire Rescue personnel, vehicles, and equipment will be able to shelter in place to provide fire and emergency services during minor events or immediately after Hurricane events. At this time due to damage from Hurricane Idalia, fire rescue services in Keaton Beach and the surrounding coastal areas have been relocated. Emergency response times will be substantially reduced with an adequate, resilient facility and equipment and apparatus storage areas.

#### f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

The County will move forward immediately with the completion of the facility design. Construction will be underway immediately after the construction of Shady Grove Fire Station. As the existing structure suffered damage from Idalia, the new facility is critical to Keaton Beach and the nearby communities for adequate fire protection and emergency support services. All deliverable and performance measures will be met per the contract timelines and requirements. The County owns the land where the facility will be located. The County will provide all project management services.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☒ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

**19. What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

*The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.*



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funding will be used for Phase 2 renovation of Southside Park which includes construction of two pickleball courts with fencing, adaptive swings at the existing playground, a new picnic facility near the pickleball courts, parking facility renovations, security lighting, nature study kiosk, and landscaping. Taylor County owns the park site and will provide all project management services.	124,830
<b>Total State Funds Requested (must equal total from question #6)</b>		<b>124,830</b>



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

1. **Project Title** Southside Park Phase 2

2. **Senate Sponsor** Corey Simon District 3

3. **Date of Request** 10/17/2023

4. **Project/Program Description**

Southside Park Phase 1 renovation was completed in 2022 with funding assistance provided by a \$50,000 FRDAP grant. The park is heavily used and is located in the immediate area of several residential neighborhoods that do not have access to any other public playgrounds within walking distance. Southside Park has direct access to the Old Dixie Highway paved walking trail. There is a great deal of public demand for pickleball courts in the County. The project scope of work includes: two pickleball courts with fencing, adaptive swings at the playground, a picnic area near the pickleball courts, parking improvements, a nature study kiosk, security lighting and landscaping. The County has submitted a FRDAP grant application for the proposed project.

5. **State Agency to receive requested funds** Department of Environmental Protection

State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	
Fixed Capital Outlay	124,830
<b>Total State Funds Requested</b>	<b>124,830</b>

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	124,830	100.0 %
<b>Matching Funds</b>		
Federal	0	0.0 %
State (excluding the amount of this request)	0	0.0 %
Local	0	0.0 %
Other	0	0.0 %
<b>Total Project Costs for Fiscal Year 2024-2025</b>	<b>124,830</b>	<b>100.0 %</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

8. Has this project previously received state funding? ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a fiscally constrained rural County who suffered catastrophic loss from Hurricane Idalia, the County does not have funding for the project. The County has submitted a FRDAP grant for the proposed project. The County is a RAO and REDI designated area.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M was was used for public safety, payroll costs, and the purchase of PPE and associated supplies. The American Rescue Plan funds are designated for critically needed stormwater facilities.

### Complete questions 11 and 12 for Fixed Capital Outlay Projects

11. Status of Construction

- a. What is the current phase of the project? ☐ Planning ☐ Design ☒ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☐ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of Commissioners owns, operates, and maintains the facility.



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

### 14. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

The Phase 2 renovation of Southside Park includes the construction of much needed pickleball courts. Pickleball is the fastest growing sport in America and the County currently has no regulation size pickleball courts. Southside Park is the ideal location as the park is heavily used and in a safe and family friendly location with direct access to a paved walking trail. The scope of work also includes the addition of adaptive swings at the playground for accessibility and inclusiveness of all children. The new picnic facility and nature study area will provide additional outdoor recreation opportunities for all ages and abilities.

b. What activities and services will be provided to meet the intended purpose of these funds?

The construction of new pickleball courts is the primary goal of the project as Taylor County currently has no regulation size courts in the County. The lack of pickleball courts restricts opportunities for local citizens to participate in this very popular, inclusive of all ages sport. Pickleball leagues have become very popular and local citizens currently travel outside the County to play this sport. Southside Park has been developed to be a family-centric facility and the addition of the adaptive swings will ensure for accessibility for all children.

c. What direct services will be provided to citizens by the appropriation project?

Direct services will provide outdoor recreation facilities to accommodate all ages and abilities promoting an active and healthy lifestyle in a family friendly neighborhood which does not have walkable access to other public parks. Due to the success of Phase 1 of the Southside Park renovation, there has been a great deal of public demand for additional recreational opportunities to be added to Southside. In addition to use by local citizens, Southside Park is within walking distance of several hotels and the Phase 2 improvements will provide recreational opportunities to the many visitors to the area.

d. Who is the target population served by this project? How many individuals are expected to be served?

Southside Park is open to all citizens with the target population being families and children who live in the nearby neighborhoods. Many of these families are lower income and do not have direct access to any other public recreational facilities. It is also anticipated the pickleball courts will be heavily used by all ages due to the popularity of the sport and the age inclusiveness of the sport. 5,000+ will be served.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The project will provide much needed pickleball courts as the County currently has no regulation size pickleball courts for this ever-growing, very popular, all age inclusive sport. The addition of the adaptive swings will provide recreational opportunities for all children. Southside Park is in a safe, family location and is easily accessible and walkable via the Old Dixie Highway paved trail. Use of Southside Park increased substantially after the Phase 1 renovation and with the Phase 2 recreational opportunities, use of the park site will greatly increase providing family friendly outdoor opportunities promoting a healthy lifestyle.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Due to the high demand of the public for the pickleball courts, The County will move forward with the project immediately after approval of funding. All performance measures will be met to contract terms and requirements.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☒ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

**19. What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

*The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.*



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

1. **Project Title**
2. **Senate Sponsor**
3. **Date of Request**

4. **Project/Program Description**

The proposed project is the rehabilitation of the Horsemen's Arena to be able to host larger scale multi-discipline equestrian events including rodeo's. The project will provide for numerous outdoor recreational opportunities as well as provide tourism and economic development opportunities. The improvements include: rehabilitation of the arena to a 150 x 250 regulation size facility including 6-foot arena paneling, gates, chutes, and back pens; spectator seating improvements including shade coverings; handicap accessible viewing area; restroom improvements; security lighting; parking improvements; 50-amp RV/Camping hook ups; new picnic facility; and new playground area. The existing panels at the arena will be re-purposed to serve as horse stalls in the future. The Horsemen's Arena is the only public equestrian arena and facility in the County. As a rural community whose economy has been dependent on agriculture there is a substantial number of equestrians in the area.

5. **State Agency to receive requested funds**
- State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	<input type="text"/>
Fixed Capital Outlay	<input type="text" value="200,000"/>
<b>Total State Funds Requested</b>	<b><input type="text" value="200,000"/></b>

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	<input type="text" value="200,000"/>	<input type="text" value="100.0"/> %
<b>Matching Funds</b>		
Federal	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
State (excluding the amount of this request)	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Local	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Other	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
<b>Total Project Costs for Fiscal Year 2024-2025</b>	<b><input type="text" value="200,000"/></b>	<b><input type="text" value="100.0"/> %</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

8. Has this project previously received state funding? ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a fiscally constrained County which suffered catastrophic loss during Hurricane Idalia, the County has no funding available for the proposed project. Taylor County is a designated RAO and REDI community.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M which was used for public safety, payroll costs, and the purchase of PPE and associated supplies. The American Rescue Plan funds are designated for critically needed stormwater facilities.

### Complete questions 11 and 12 for Fixed Capital Outlay Projects

#### 11. Status of Construction

- a. What is the current phase of the project? ☐ Planning ☐ Design ☒ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☒ Yes ☐ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of Commissioners own, operate, and maintain the arena and associated grounds.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funding will be used for the arena facility improvements and upgrades as well as the addition of a playground and picnic area. The Horsemen's Arena site is owned by the County. The County will provide all project management services.	200,000
<b>Total State Funds Requested (must equal total from question #6)</b>		<b>200,000</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

### 14. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

The purpose of the proposed project is the complete renovation of the arena to enable the County to host larger scale multi-discipline events including rodeo's, as well as provide outdoor recreational opportunities to local citizens. The arena was originally constructed to host events targeted more to children and youth. Over the years the arena has accommodated all ages but there are limitations to the types of equestrian activities that can be safely hosted at the arena. With Florida being "The Horse Capital", the County is currently missing out on many equestrian related tourism and economic development opportunities.

b. What activities and services will be provided to meet the intended purpose of these funds?

The Arena project will include the complete renovation of the arena to a regulation size arena. Improvements will be made to support facilities including seating, handicap accessibility, restroom improvements, parking upgrades, and security lighting. The new playground and picnic area will provide for additional recreational opportunities for spectators or children who may not participate in equestrian events. The RV/Camper hook ups will allow for concession or show vendors to provide additional amenities to spectators and participants.

c. What direct services will be provided to citizens by the appropriation project?

Direct services will include providing the facilities needed to participate in equestrian events in a safe and accessible facility. The project also includes rehabilitating the arena into a regulation size facility which will be able to offer multi-discipline equestrian events. As a rural, fiscally constrained County, the arena will provide much needed tourism and economic development opportunities. In addition, Forest Capital Hall is located on the same grounds of the arena and currently hosts numerous festivals throughout the year. With the arena improvements, it will enable the County to host multi-day events and encourage visitors to the area to stay for longer periods of time to enjoy and participate in events at both facilities.

d. Who is the target population served by this project? How many individuals are expected to be served?

The target population is equestrians however, the key reason for the improvements at the arena is the promotion of tourism and economic development benefits of equestrian activities. The Florida horse industry has an economic impact of \$6.8 billion on the State and with the arena being centrally located, the County is missing out on economic benefits and opportunities related to equestrian activities.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The expected outcome is increased use of the facility and the ability to host multi-discipline, multi-day events at the arena. As a fiscally constrained County, which recently lost the County's largest employer (Georgia-Pacific), tourism and economic development opportunities are critical to the County. Total employment figures for the horse industry in Florida is 244,200 and the arena has the potential to add jobs to Taylor County where jobs and economic opportunities are desperately needed.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

The County is committed to the project and will meet contract performance measures and deliverables.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☐ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

**Please complete the questions below for Water Projects only.**

18. **Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

19. **What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

20. **What is the status of construction?**

21. **What percentage of the construction has been completed?**

22. **What is the estimated completion date of construction?**

**The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.**



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

1. **Project Title**
2. **Senate Sponsor**
3. **Date of Request**

4. **Project/Program Description**

The Public Safety Complex will be constructed to be a Cat. 5 Hurricane rated structure. The Complex will house Emergency Management, Fire Rescue Services, EMS, and a portion of Taylor County Sheriff's offices. The facility will also have an area where sheltering can be provided for either essential personnel and/or special needs citizens if so needed. The current EOC is not large enough to accommodate personnel in a severe weather or disaster event. The existing EOC can seat a maximum of 14 in the conference area and needs to accommodate 60. As there are no sheltering facilities, during and post Hurricane Idalia, essential personnel were in the current facility for days with no place to rest or have down time. The County suffered catastrophic damage from Hurricane Idalia and when FDEM Director Guthrie, Senator Simon, Representative Shoaf, and Congressmen Dunn visited the County post land-fall, all parties commented on the need of a larger EOC- Public Safety Complex.

5. **State Agency to receive requested funds**
- State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	<input type="text"/>
Fixed Capital Outlay	<input type="text" value="20,000,000"/>
<b>Total State Funds Requested</b>	<b><input type="text" value="20,000,000"/></b>

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	<input type="text" value="20,000,000"/>	<input type="text" value="100.0"/> %
<b>Matching Funds</b>		
Federal	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
State (excluding the amount of this request)	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Local	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Other	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
<b>Total Project Costs for Fiscal Year 2024-2025</b>	<b><input type="text" value="20,000,000"/></b>	<b><input type="text" value="100.0"/> %</b>



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

8. Has this project previously received state funding? ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

Taylor County suffered catastrophic losses from Hurricane Idalia. As a fiscally constrained, rural County, without the requested funding the County cannot move forward with the project. The County is a designated RAO and REDI community.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M which was used for public safety, payroll costs, and the purchase of PPE and associated supplies and materials. American Rescue Plan funds have been designated for critically needed stormwater facilities.

## Complete questions 11 and 12 for Fixed Capital Outlay Projects

### 11. Status of Construction

- a. What is the current phase of the project? ☐ Planning ☒ Design ☐ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☒ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of Commissioners will own, operate, and maintain the facility.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funding will be used for the construction of a Category 5 Hurricane rated EOC- Public Safety Complex. The building will be constructed on land owned by the County. The County will provide all project management services.	20,000,000
<b>Total State Funds Requested (must equal total from question #6)</b>		<b>20,000,000</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

### 14. Program Performance

#### a. What specific purpose or goal will be achieved by the funds requested?

The goal of the Public Safety Complex project is to have a facility which is large enough to effectively and efficiently operate in the event of a disaster and/or catastrophic event such as Hurricane Idalia. The existing EOC does not have the capacity to accommodate multiple agencies or have sufficient area for pre- and post-disaster planning. There is not an area for "sheltering in place" for essential employees or special needs (if so needed). In addition to Emergency Management, the new facility will house Fire Rescue, EMS services, and a portion of law enforcement offices. A facility which offers combined services will enable the County to better provide for the safety and welfare of all citizens in the community.

#### b. What activities and services will be provided to meet the intended purpose of these funds?

Emergency Management, Fire Rescue, Emergency Medical Services, and law enforcement will be co-located in the Complex. In addition to these services, sheltering facilities will be available in the Complex. The proposed Complex will be constructed to Cat 5 Hurricane rated standards.

#### c. What direct services will be provided to citizens by the appropriation project?

Direct services will be emergency management services including pre- and post-disaster planning and recovery services, fire protection, emergency medical services, and law enforcement. The County suffered catastrophic loss from Hurricane Idalia and having a facility such as the proposed Public Safety Complex could greatly improve public safety services for the community.

#### d. Who is the target population served by this project? How many individuals are expected to be served?

The entire population of Taylor County (21,815) will be served. In addition, the facility would be available to other counties in the region if they should need support or mutual aid in the event of a disaster. The Public Safety Complex will benefit the entire region.

#### e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

Taylor County will have an adequate, functional facility for Emergency Management to effectively operate and ensure for the continuity of operations and disaster recovery efforts. In addition, the facility will house Station 1 Fire Rescue, EMS services, and provide office space for law enforcement. The complex will offer sheltering facilities for essential services personnel required and/or needed to work during weather or disaster recovery events, as well as special needs citizens (if so needed). It has become very obvious during and post-landfall of Hurricane Idalia, this Complex is critically needed by Taylor County.

#### f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

As there is a great deal of need for the Public Safety Complex, the County will move forward immediately with the project when funding is received. All deliverables and performance measures will be met per the terms of contract timelines and requirements.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☒ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

**Please complete the questions below for Water Projects only.**

18. **Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

19. **What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

20. **What is the status of construction?**

21. **What percentage of the construction has been completed?**

22. **What is the estimated completion date of construction?**

***The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.***



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

1. **Project Title** Taylor County Courthouse Generator Project +
2. **Senate Sponsor** Corey Simon District 3
3. **Date of Request** 10/17/2023

4. **Project/Program Description**

The generator project consists of the purchase and installation of a Caterpillar C9 Diesel Generator Set rated at 300kW/375kVA Standby EPA Stationary Emergency Certified which includes a Subbase Fuel Tank UL142, 72-hour 1850 gallons. The generator will ensure for the continuity of the Courts operations in the event of a power outage in the Courthouse as well as other associated offices, including the Sheriff's Department and Clerk of Courts. Quotes were obtained to ensure the generator system to be purchased and installed would provide adequate power to keep the Courthouse facility fully operational.

5. **State Agency to receive requested funds** State Court System
- State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	
Fixed Capital Outlay	366,620
<b>Total State Funds Requested</b>	<b>366,620</b>

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	366,620	100.0 %
<b>Matching Funds</b>		
Federal	0	0.0 %
State (excluding the amount of this request)	0	0.0 %
Local	0	0.0 %
Other	0	0.0 %
<b>Total Project Costs for Fiscal Year 2024-2025</b>	<b>366,620</b>	<b>100.0 %</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

8. Has this project previously received state funding? ☒ Yes ☐ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		
2023-24		1,000,000		No

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a rural, fiscally constrained community which suffered catastrophic loss from Hurricane Idalia, the County has no additional funding sources for the project. Taylor County is a designated RAO and REDI community.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M which was used for public safety, payroll costs, and the purchase of PPE and associated supplies. The American Rescue Plan funds are designated for critically needed stormwater facilities.

### Complete questions 11 and 12 for Fixed Capital Outlay Projects

11. Status of Construction

- a. What is the current phase of the project? ☐ Planning ☒ Design ☐ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☒ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of Commissioners will own, operate, and maintain the facility. The County will be providing the land the facility will be located on.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funds will be used for the purchase and installation of a new Caterpillar C9 diesel generator set rated at 300kW/375kVA Standby EPA Stationary Emergency Certified with a 72 hour, 1,850 fuel tank.	366,620
<b>Total State Funds Requested (must equal total from question #6)</b>		<b>366,620</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

### 14. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

The purchase and installation of the new generator and fuel tank will ensure the Courts as well as associated offices within the Courthouse remain fully operational in the event of a power outage.

b. What activities and services will be provided to meet the intended purpose of these funds?

The generator system will ensure for the continuity of operations in the event of a power outage.

c. What direct services will be provided to citizens by the appropriation project?

The generator will ensure for the continuity of operations within the Courts and associated offices in the event of a power outage. The Courtroom and judges offices are located on the second and third floors of the Courthouse and the generator will enable the elevators to remain operational for use by those with physical limitations who cannot use the stairs.

d. Who is the target population served by this project? How many individuals are expected to be served?

All citizens who access the Courthouse will be served by the project as well as the employees who work within the Court system and associated offices. More than 135,000 individuals will be served.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The new generator will ensure the Courthouse remains fully operational and accessible in the event of a power outage. The generator system will also ensure security systems within the Courthouse remain fully operational.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

The County is ready to move forward with the purchase and installation of the generator system immediately. All performance measures and deliverables will be met well within the contract timelines and requirements.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☐ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

**19. What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

*The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.*



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

1. **Project Title** Taylor County Agriculture and Exposition Center
2. **Senate Sponsor** Corey Simon District 3
3. **Date of Request** 10/17/2023

4. **Project/Program Description**

The proposed project scope of work is a steel covering for a 150 x 250 arena currently known as the Horsemen's Arena at Forest Capital Hall. The County intends to have the facility serve as an Agriculture and Exposition Center. The steel covering is essential in converting the arena into a Center which has the capabilities to host unlimited agricultural and livestock events. Being located on the grounds of Forest Capital Hall, which hosts numerous festivals and entertainment events throughout the year, the Center is in an ideal location to promote tourism and economic development. The steel covering will provide reliable protection from rain, wind, and lightning. The steel covering will be durable and withstand all types of severe weather, is long-lasting, and requires little to no maintenance. The clear span design of the steel covering and tall eave heights ensures for the safety of livestock and show events involving the movement of animals and livestock.

5. **State Agency to receive requested funds** Department of Agriculture and Consumer Services
- State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	
Fixed Capital Outlay	1,000,000
<b>Total State Funds Requested</b>	<b>1,000,000</b>

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	1,000,000	100.0 %
<b>Matching Funds</b>		
Federal	0	0.0 %
State (excluding the amount of this request)	0	0.0 %
Local	0	0.0 %
Other	0	0.0 %
<b>Total Project Costs for Fiscal Year 2024-2025</b>	<b>1,000,000</b>	<b>100.0 %</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

8. Has this project previously received state funding? ☐ Yes ☒ No

If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a fiscally constrained rural County, the County has no funds available for the project. The County is a designed RAO and REDI community. The County had a great deal of loss from Hurricane Idalia and recently lost the primary local employer with the closure of GP.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M which was used for public safety, payroll costs, and the purchase of PPE and associated supplies. The American Rescue Plan funds are designated for critically needed stormwater facilities.

### Complete questions 11 and 12 for Fixed Capital Outlay Projects

11. Status of Construction

- a. What is the current phase of the project? ☐ Planning ☒ Design ☐ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☐ Yes ☒ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County owns, operates, and maintains the site as well as the grounds of Forest Capital Hall.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funds received will be used for the construction of a steel covering over the arena for the facility to serve as an Agriculture and Exposition Center located on the grounds of Forest Capital Hall.	1,000,000
<b>Total State Funds Requested (must equal total from question #6)</b>		<b>1,000,000</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

### 14. Program Performance

#### a. What specific purpose or goal will be achieved by the funds requested?

The Florida agriculture industry has an economic impact of approximately \$7.5 billion. The livestock industry contributes over \$1.5 billion annually with the equestrian industry contributing \$6.8 billion. With this, there is definitely a need for Agriculture and Exposition Centers in the State with an emphasis on the showing of livestock. The Center will provide Taylor County the facility and resources needed for the promotion of tourism and economic development. The County will have the assistance of the local Chamber of Commerce and Tourism Development Council to bring critically needed multiple day events to a fiscally constrained community.

#### b. What activities and services will be provided to meet the intended purpose of these funds?

The County will be working with Taylor County Chamber of Commerce and Tourism Development to develop the facility into an exposition center with a primary focus on livestock events. As the County is rural and the economy has been largely based on agriculture, there is a great deal of interest in hosting shows and agriculture related events at the Center. The facility is located on the grounds of Forest Capital Hall, which hosts numerous festivals and entertainment events throughout the year, and the Center will enable multiple events to be hosted at the same time thus promoting tourism and multiple day stays in the County. Taylor County 4-H and the extension office is located on the same grounds of the proposed facility.

#### c. What direct services will be provided to citizens by the appropriation project?

Direct services will be the opportunity for all ages and abilities to participate in or spectate agriculture and livestock events and shows in a safe, family friendly environment. The facility promotes outdoor recreation and enjoyment, and a family-centric, healthy lifestyle. The Center will provide the County the type of facility needed to host multi-day, multi-activity events. With Forest Capital Hall, the Heritage Pavilion, and the Florida Forest Museum State Park being located in the same immediate area, the Center will offer unlimited tourism development opportunities for a fiscally constrained, rural community.

#### d. Who is the target population served by this project? How many individuals are expected to be served?

The target population is citizens who participate or enjoy being spectators at agricultural and livestock activities. However, the Center will be able to accommodate a wide variety of events including concerts and entertainment events. Forest Capital Hall is located on the same grounds as the proposed Center and houses 4-H and the Extension office. Quite a few local children participate in showing cattle, horses, goats, and pigs. As there is no facility in the County at this time to accommodate livestock events, children now travel outside of the County to participate in these activities. The County's primary goal is to host multi-day agriculture and livestock events and shows to promote tourism and economic development.

#### e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The outcome of the project is the ability for the facility to host agricultural and livestock multi-day events including horse shows. With the steel covering, inclement weather will not have a negative impact on hosting events at the Center. The clear span design allows for the circulation of air thus keeping spectators, livestock, animals and participants cooler in the humid temperatures. As a fiscally constrained, rural County which recently suffered catastrophic losses from Hurricane Idalia and the closure of the key employer of the County (Georgia Pacific), tourism and economic development is critical for the County.

#### f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

Taylor County is committed to developing the arena facility into an Agricultural & Exposition Center. All performance measures and deliverables will be met per contract timelines.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☐ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
- ☐ N/A

**19. What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

**22. What is the estimated completion date of construction?**

*The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.*



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

1. **Project Title**

2. **Senate Sponsor**

3. **Date of Request**

4. **Project/Program Description**

The proposed project is the purchase and installation of a generator for the administrative offices and meeting area of Taylor County Public Works. The facility currently does not have a generator and remains operational during all weather, emergency, and disaster recovery events. Public Works is an essential, critical department within the County and has frequently been without power during weather related events. The facility was without power several days during Hurricane Idalia in which the County suffered catastrophic damage. Though the Public Works Department remained in operation even during the hurricane and thereafter, a generator is essential for the continuity of operations and for the department to operate effectively and efficiently. The building Public Works is located in is a Cat 3 hurricane rated facility to ensure for the safety of employees who work during severe weather events.

5. **State Agency to receive requested funds**

State Agency contacted? ☒ Yes ☐ No

6. **Amount of the Nonrecurring Request for Fiscal Year 2024-2025**

Type of Funding	Amount
Operations	<input type="text"/>
Fixed Capital Outlay	<input type="text" value="21,000"/>
<b>Total State Funds Requested</b>	<b><input type="text" value="21,000"/></b>

7. **Total Project Cost for Fiscal Year 2024-2025 (including matching funds available for this project)**

Type of Funding	Amount	Percentage
Total State Funds Requested (from question #6)	<input type="text" value="21,000"/>	<input type="text" value="100.0"/> %
<b>Matching Funds</b>		
Federal	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
State (excluding the amount of this request)	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Local	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
Other	<input type="text" value="0"/>	<input type="text" value="0.0"/> %
<b>Total Project Costs for Fiscal Year 2024-2025</b>	<b><input type="text" value="21,000"/></b>	<b><input type="text" value="100.0"/> %</b>



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

8. Has this project previously received state funding? ☐ Yes ☒ No  
If yes, provide the most recent instance:

Fiscal Year (yyyy-yy)	Amount		Specific Appropriation #	Vetoed
	Recurring	Nonrecurring		

9. Is future-year funding likely to be requested? ☐ Yes ☒ No

a. If yes, indicate nonrecurring amount per year.

b. Describe the source of funding that can be used in lieu of state funding.

As a fiscally constrained County which suffered catastrophic loss during Hurricane Idalia, the County has no funding available for the generator. Taylor County is a designated RAO and REDI community.

10. Has the entity requesting this project received any federal assistance related to the COVID-19 pandemic? ☒ Yes ☐ No

If yes, indicate the amount of funds received and what the funds were used for.

The County received \$3.7M which was used for public safety, payroll costs, and the purchase of PPE and associated supplies. The American Rescue Plan funds are designated for critically needed stormwater facilities.

### Complete questions 11 and 12 for Fixed Capital Outlay Projects

#### 11. Status of Construction

- a. What is the current phase of the project? ☐ Planning ☐ Design ☒ Construction ☐ N/A
- b. Is the project "shovel-ready" (i.e. permitted)? ☒ Yes ☐ No
- c. What is the estimated start date of construction?
- d. What is the estimated completion date of construction?

12. List the owners of the facility to receive, directly or indirectly, any fixed capital outlay funding. Include the relationship between the owners of the facility and the entity.

Taylor County Board of Commissioners owns, operates, and maintains Taylor County Public Works buildings and grounds.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 13. Details on how the requested state funds will be expended

Spending Category	Description	Amount
<b>Administrative Costs:</b>		
Executive Director/Project Head Salary and Benefits		
Other Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Operational Costs</b>		
Salary and Benefits		
Expense/Equipment/Travel/Supplies/Other		
Consultants/Contracted Services/Study		
<b>Fixed Capital Construction/Major Renovation:</b>		
Construction/Renovation/Land/Planning Engineering	All funds will be used for the purchase and installation of a generator for Taylor County Public Works. The County will provide all project management services.	21,000
<b>Total State Funds Requested (must equal total from question #6)</b>		21,000



## The Florida Senate Local Funding Initiative Request Fiscal Year 2024-2025

### 14. Program Performance

a. What specific purpose or goal will be achieved by the funds requested?

The funds will be used for the purchase and installation of a generator which will allow for the Taylor County Public Works administrative offices and meeting areas to remain operational in a power outage. Public Works is essential for the continuity of operations and disaster recovery efforts in the County.

b. What activities and services will be provided to meet the intended purpose of these funds?

The purchase and installation of the generator will ensure Taylor County Public Works remains efficiently and effectively operational during a power loss and all weather events including tropical storms and hurricanes.

c. What direct services will be provided to citizens by the appropriation project?

The generator will ensure Public Works remains operational in the event of a power outage. Direct services provided by Public Works includes but is not limited to: road and bridge repairs, tree removal, repairs to sidewalks and paved walking trails, debris removal, flood mitigation, repairs to County facilities and structures, and disaster recovery measures.

d. Who is the target population served by this project? How many individuals are expected to be served?

The target population of the project is the entire population of Taylor County (21,815) who are served by Public Works and depend on the services provided by Public Works. Services include but are not limited to: road and bridge repairs, sidewalk and paved walking path repairs, tree removal, debris removal, flood mitigation, repairs to County property and structures, and services needed for disaster recovery.

e. What is the expected benefit or outcome of this project? What is the methodology by which this outcome will be measured?

The generator will benefit all citizens of Taylor County as it will enable Taylor County Public Works to remain fully operational during a power outage and during all weather events including hurricanes. Public Works is an essential department for the continuity of operations and disaster recovery in the County.

f. What are the suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures provided for in the contract?

The County is ready to move forward immediately. All deliverables and performance measures will be completed within contract guidelines and requirements. The County will provide all project management services.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

#### 15. Requester Contact Information

- a. First Name  Last Name
- b. Organization
- c. E-mail Address
- d. Phone Number  Ext.

#### 16. Recipient Contact Information

- a. Organization
- b. Municipality and County
- c. Organization Type
- ☐ For-profit Entity
  - ☐ Non-Profit 501(c) (3)
  - ☐ Non-Profit 501(c) (4)
  - ☒ Local Entity
  - ☐ University or College
  - ☐ Other (please specify)
- d. First Name  Last Name
- e. E-mail Address
- f. Phone Number

#### 17. Lobbyist Contact Information

- a. Name
- b. Firm Name
- c. E-mail Address
- d. Phone Number  Ext.



# The Florida Senate

## Local Funding Initiative Request

### Fiscal Year 2024-2025

**Please complete the questions below for Water Projects only.**

**18. Have you applied for alternative state funding?**

- ☐ Waste Water Revolving Loan
- ☐ Drinking Water Revolving Loan
- ☐ Small Community Wastewater Treatment Grant
- ☐ Other (please specify)
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**19. What is the population economic status?**

- ☐ Financially Disadvantaged Community (ch. 62-552, F.A.C.)
- ☐ Financially Disadvantaged Municipality (ch. 62-552, F.A.C.)
- ☒ Rural Area of Economic Concern
- ☒ Rural Area of Opportunity (s. 288.0656, Florida Statutes)
- ☐ N/A

**20. What is the status of construction?**

**21. What percentage of the construction has been completed?**

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***The information provided will be posted to the Florida Senate website for public viewing if sponsored by a Senator.***

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



BOARD OF COUNTY COMMISSIONERS TO CONSIDER APPROVAL TO ADVERTISE THE SAN PEDRO ROAD SHEET PILE WALL PROJECT REQUEST FOR PROPOSALS TO ADDRESS ROADWAY SUBSIDENCE RELATED TO SINKHOLE ACTIVITY.

**MEETING DATE REQUESTED:**

October 17, 2023

**Statement of Issue:** A Plans and Specifications package was prepared to address roadway subsidence related to an adjacent karst feature along a portion of San Pedro Road. This information will be presented as a Request For Proposals (RFP) and will be advertised upon receiving approval from the Board of County Commissioners.

**Recommended Action:** The Board should approve soliciting RFPs for the proposed San Pedro Road Sheet Pile Wall project to be received on December 1, 2023, and opened December 4, 2023. Subsequent approval of received proposals will be contingent upon available funding.

**Fiscal Impact:** FISCAL YR 2023/24 - \$490,800

**Budgeted Expense:** NO

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Green Street/San Pedro Road was reconstructed in 2007 from the intersection of Green and Washington Street eastward to the Faulkner Road intersection. The project included resurfacing, widening, guardrail enhancements, and signage and pavement markings to modernize the road's safety standards. An additional aspect of the roadway project included addressing drainage features and stabilizing a shoulder area with a concrete gravity wall adjacent to the well-known Spring Creek sinkholes.

Consistently through most of last year, the reconstruction project performed as intended without any perceived issues. However, during September (2022), a section of guardrail and the roadway itself began translating and subsiding. Staff reached out and consulted with FDOT and some of its consultants knowledgeable of subsidence remediation. After considering, scheduling, completing and reviewing several subsurface Geotechnical borings, it was determined that the section of roadway would require substantial effort to work toward eliminating the potential for further degradation. To prepare a possible remediation and restoration plan, Staff coordinated with one of our Consulting Engineering firms, George & Associates, to consider and prepare a reasonable means to address the issue. George & Associates recently completed that design proposal and assembled the related supplemental specifications to install 200 linear feet of Steel Sheet Pile wall. This wall will be embedded in the underlying rock surface to create a curtain that will prevent material from shifting under the roadway/shoulder towards the adjacent sinkhole. Although the current area of distress is less than this length, the added distance will ensure that a similar situation is less likely to occur along the eastern adjacent sinkhole.

Staff recommends that the BOCC consider approval of the design concept and advertising the San Pedro Road Retaining Wall Project Request for Proposals. Once approved, Staff will advertise and receive proposals on December 1, 2023 for presentation to the BOCC on December 4, 2023. Alternatively, as the area hasn't appreciably deteriorated since its initial subsidence, Staff can continue to monitor the roadway and wait for the subsidence to worsen in severity before moving forward with the project.

**Options:**

- 1) Approve advertising the San Pedro Road Sheet Pile Wall project Request for Proposals to be received on December 1, 2023 and presented to the BOCC for consideration on December 4, 2023.
- 2) Reject the request to advertise the San Pedro Road Sheet Pile Wall project Request for Proposals and continue to monitor the roadway until such time it worsens in severity.
- 3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

**Attachments:**

Request for Proposals – San Pedro Retaining Wall Project

## **BID DOCUMENTS**

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# **San Pedro Road Retaining Wall Secondary Road Improvement Project Taylor County, Florida 2023-003-OEC**

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**October 2023**

**Prepared for:**

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

**Prepared by:**

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

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

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- Modified Special Provision – FDOT Spec 455**

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

## **PART 1 – BIDDING REQUIREMENTS**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **San Pedro Road Retaining Wall**.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for San Pedro Road Retaining Wall**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on **December 1, 2023**. 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 **December 4, 2023**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

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

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

Additional Information may be obtained from:

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

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

## INSTRUCTIONS TO BIDDERS

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## ARTICLE 1 - DEFINED TERMS

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

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

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

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

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

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

### ARTICLE 3 - QUALIFICATIONS OF BIDDERS

---

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

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

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

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

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

---

#### 4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

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

#### 4.02 *Underground Facilities*

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

#### 4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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5.01 Due to recent Florida Governor's Executive Order(s), a pre-Bid conference will not be scheduled for this project. Bidders shall submit all requests for additional information and clarification in writing by email to Engineer at [county.engineer@taylorcountygov.com](mailto:county.engineer@taylorcountygov.com) by 5:00 P.M. local time on Friday, November 17, 2023. Engineer will post on the Project Bidding Web site and transmit to all known prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising from such requests on Friday, November 24, 2023. Oral statements may not be relied upon and will not be binding or legally effective.

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

---

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

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

---

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

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

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

## **ARTICLE 8 - BID SECURITY**

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8.01 Bid security will be required for this project.

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

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

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

## **ARTICLE 9 - CONTRACT TIMES**

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

## **ARTICLE 10 - LIQUIDATED DAMAGES**

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

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

---

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### 14.01 *Lump Sum*

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

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

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

## ARTICLE 15 - SUBMITTAL OF BID

---

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 21 - SIGNING OF AGREEMENT

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

## ARTICLE 22 - SALES AND USE TAXES

---

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

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

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

## ARTICLE 23 - RETAINAGE

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

## ARTICLE 24 - CONTRACTS TO BE ASSIGNED

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

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

**BID FORM****San Pedro Road Retaining Wall****2023-003-OEC****TABLE OF ARTICLES**

<b><u>Article</u></b>	<b><u>Article No.</u></b>
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**ARTICLE 1 – BID RECIPIENT****1.01 This Bid is submitted to:**

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

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER'S REPRESENTATIONS****3.01 In submitting this Bid, Bidder represents that:**

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

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

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

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

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

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

**ARTICLE 5 – BASIS OF BID**

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

San Pedro Road Retaining Wall Project

Total Lump Sum Bid Price \_\_\_\_\_ \$ \_\_\_\_\_  
115 Days (words) (numerals)

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

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

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

**ARTICLE 6 – TIME OF COMPLETION**

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

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

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

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

## ARTICLE 8 – DEFINED TERMS

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

## ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

### An Individual

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

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

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

### A Partnership

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

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

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

### A Corporation

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

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

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

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

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

(CORPORATE SEAL)

Attest \_\_\_\_\_

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

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

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

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

*(Signature of first joint venture partner -- attach evidence of authority to sign)*

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

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

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

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

*(Signature of second joint venture partner -- attach evidence of authority to sign)*

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

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

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

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

\_\_\_\_\_

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

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

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

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

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

*San Pedro Road Retaining Wall  
Taylor County, Florida*

**Contract:** The intent of this contract is to secure all labor and equipment required for the San Pedro Road Retaining Wall project in Taylor County, Florida. This project consists of installing 200 LF of Sheet Pile wall along a portion of San Pedro Rd to stabilize an area of subsidence due to an apparent underlying karst feature. Improvements will also include roadway reconstruction and restoration as well as roadside protective devices, as more fully detailed in the project plans and specifications.

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

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

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

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

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

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

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

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

WITNESS:

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

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

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

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

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

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

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

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

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

Signed, sealed and delivered in the presence of:

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

STATE OF FLORIDA, (COUNTY OF TAYLOR)

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

WITNESS my hand and official seal.

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

NOTARY PUBLIC:

SEAL OF OFFICE:

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

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

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

\_\_\_\_ Personal identification:

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

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

## **PART 2- CONTRACT FORMS**

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

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

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

**ARTICLE 1 - WORK**

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

*San Pedro Road Retaining Wall Contract:* The intent of this contract is to secure all labor and equipment required for the San Pedro Road Retaining Wall project in Taylor County, Florida. This project consists of installing 200 LF of Sheet Pile wall along a portion of San Pedro Rd to stabilize an area of subsidence due to an apparent underlying karst feature. Improvements will also include roadway reconstruction and restoration as well as roadside protective devices, as more fully detailed in the project plans and specifications.

**ARTICLE 2 - THE PROJECT**

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

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

**ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION**

3.01 The Project has been designed by:

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

3.02 The Project will be administered by:

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

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

**ARTICLE 4 - CONTRACT TIMES****4.01 Time of the Essence**

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

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

A. The Work will be substantially completed within 105 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 115 days after the date when the Contract Times commence to run.

**4.03 Liquidated Damages**

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

**4.04 Correction Period/Warranty**

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

**ARTICLE 5 - CONTRACT PRICE**

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

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

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(words) (numerals)

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

**ARTICLE 6 - PAYMENT PROCEDURES****6.01 Submittal and Processing of Payments**

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

## 6.02 Progress Payments; Retainage

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

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

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

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

## 6.03 Final Payment

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

## ARTICLE 7 - INTEREST

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

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (see plan set)
7. Drawings consisting of 28 sheets with each sheet bearing the following general title: San Pedro Road Retaining Wall [or] the Drawings listed on attached sheet index.
8. Florida Department of Transportation Standard Plans for Road and Bridge Construction (see plan set)
9. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.

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

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

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

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

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

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

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

### 10.03 Successors and Assigns

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

### 10.04 Severability

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

### 10.05 Preference To State Residents

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

**10.06 Public Records Provision**

- A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**10.07 Indemnification and Insurance**

- A. To the extent provided by law, Contractor, Subcontractor(s), Consultant(s), or Subconsultant(s) shall indemnify and hold harmless Owner and the State of Florida, Department of Transportation, including their respective 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 Contractor, Subcontractor(s), Consultant(s), or Subconsultant(s) and other persons employed or utilized by the Contractor, Subcontractor(s), Consultant(s), or Subconsultant(s) in the performance of this Contract.
- B. This indemnification shall survive termination of this Contract.

**10.08 Other Provisions**

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

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

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

**OWNER:**

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

*[COUNTY SEAL]*

Attest: Gary Knowles

Title: Taylor County Clerk of Court

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

**CONTRACTOR:**

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

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

*[CORPORATE SEAL]*

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

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

Address for giving notices:

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

(Where applicable)

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

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

**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: December 1, 2023

Project (Brief Description Including Location): *San Pedro Road Retaining Wall Contract*: The intent of this contract is to secure all labor and equipment required for the San Pedro Road Retaining Wall project in Taylor County, Florida. This project consists of installing 200 LF of Sheet Pile wall along a portion of San Pedro Rd to stabilize an area of subsidence due to an apparent underlying karst feature. Improvements will also include roadway reconstruction and restoration as well as roadside protective devices, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not later than Bid due date):

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

(Words)

(Figures)

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

**BIDDER**

**SURETY**

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

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

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

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

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

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

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

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

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

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

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

3. This obligation shall be null and void if:

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

3.2. All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

**PERFORMANCE BOND**

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

**CONTRACT**

Date:

Amount:

Description (Name and Location): *San Pedro Road Retaining Wall Contract*: The intent of this contract is to secure all labor and equipment required for the San Pedro Road Retaining Wall project in Taylor County, Florida. This project consists of installing 200 LF of Sheet Pile wall along a portion of San Pedro Rd to stabilize an area of subsidence due to an apparent underlying karst feature. Improvements will also include roadway reconstruction and restoration as well as roadside protective devices, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

**CONTRACTOR AS PRINCIPAL**

Company:

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

Name and Title:

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

**SURETY**

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

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

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

Name and Title:

**SURETY**

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

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

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

**SRIP - San Pedro Road**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

- 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
  2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

2023-003-OEC

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12. Definitions.**

- 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

**PAYMENT BOND**

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

**CONTRACT**

Date:

Amount:

Description (Name and Location): *San Pedro Road Retaining Wall Contract*: The intent of this contract is to secure all labor and equipment required for the San Pedro Road Retaining Wall project in Taylor County, Florida. This project consists of installing 200 LF of Sheet Pile wall along a portion of San Pedro Rd to stabilize an area of subsidence due to an apparent underlying karst feature. Improvements will also include roadway reconstruction and restoration as well as roadside protective devices, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

**CONTRACTOR AS PRINCIPAL**

Company:

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

Name and Title:

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

**CONTRACTOR AS PRINCIPAL**

Company:

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

Name and Title:

**SURETY**

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

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

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

Signature and Title

**SURETY**

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

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

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

Signature and Title:

EJCDC No. C-615 (2002 Edition)

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

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

#### 15. DEFINITIONS

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

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

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

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
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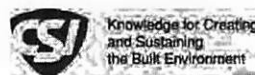
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Construction Specifications Institute

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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

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**1.01 Defined Terms**

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

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

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

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

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

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

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

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

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

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

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

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

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

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

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

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

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

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

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

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

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

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

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be

bound in one or more volumes, is contained in the table(s) of contents.

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

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

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

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

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

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

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

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

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

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

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

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

### B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as

allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. Day

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

### D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

### E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

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

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

## ARTICLE 2 - PRELIMINARY MATTERS

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

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

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

### 2.02 *Copies of Documents*

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

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

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

### 2.04 *Starting the Work*

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

### 2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

### 2.06 *Preconstruction Conference*

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

### 2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and

adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

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

#### 3.01 *Intent*

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

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

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

#### 3.02 *Reference Standards*

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or

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

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

#### 3.03 *Reporting and Resolving Discrepancies*

##### A. Reporting Discrepancies

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

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

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

##### B. Resolving Discrepancies

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

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

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

### 3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

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

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

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

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from

retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

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

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

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

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

### 4.01 *Availability of Lands*

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

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

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

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

#### 4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

#### 4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

#### C. Possible Price and Times Adjustments

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

a. such condition must meet any one or more of the

categories described in Paragraph 4.03.A; and

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

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

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

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

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

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

#### 4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and

data,

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

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

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

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

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

#### 4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever

any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

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

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

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

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

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

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

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

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

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

**F.** If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

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

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

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

## ARTICLE 5 - BONDS AND INSURANCE

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

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

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

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

### 5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

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

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

3. include completed operations insurance;

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

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

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

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

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

5.05 *Owner's Liability Insurance*

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

#### 5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional

insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other

insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

#### 6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills

and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

#### 6.02 *Labor; Working Hours*

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

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

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

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals

necessary for the performance, testing, start-up, and completion of the Work.

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

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

#### 6.04 Progress Schedule

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

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

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

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

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

equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

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

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

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

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

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

#### 2. Substitute Items

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

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

c. The requirements for review by Engineer will be as

set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

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

1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
- b) be similar in substance to that specified, and
- c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

- a) all variations of the proposed substitute item from that specified, and
- b) available engineering, sales, maintenance, repair, and replacement services;

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

**B. Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly

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

**C. Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

2. shall anything in the Contract Documents create any

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

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

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

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

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

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

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

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

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

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

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

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

#### 6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved

Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 Safety and Protection

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

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

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

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

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

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

or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

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

#### 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in

accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

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

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

##### C. Submittal Procedures

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

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

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

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

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

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

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

#### D. Engineer's Review

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

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

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

#### E. Resubmittal Procedures

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

for by Engineer on previous submittals.

#### 6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

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

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

#### 6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

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

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers,

directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with

performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 - OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of

Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### 7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay

and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

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### 8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

### 8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

### 8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

### 8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

### 8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

### 8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

## ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

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### 9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

and will not be changed without written consent of Owner and Engineer.

#### 9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in

Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

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### 10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed

sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 *Notification to Surety*

A. If notice of any change affecting the general Scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared

in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

**C. Engineer's Action:** Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

**D.** In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

**E.** Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

**F.** No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **11.01 Cost of the Work**

**A. Costs Included:** The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of

the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

#### 5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

#### B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

#### B. Cash Allowances

##### 1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

#### C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

### ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

#### 12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the

basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

**C. Contractor's Fee:** The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an

adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)

sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

#### **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

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##### **13.01    *Notice of Defects***

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

##### **13.02    *Access to Work***

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

##### **13.03    *Tests and Inspections***

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

##### **13.04    *Uncovering Work***

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished

value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the

materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to

Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

#### *C. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by

Owner to Contractor.

#### *D. Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

#### *14.03 Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### *14.04 Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and

request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will

notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and

Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

##### C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

#### 14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

- 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or

the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take

possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that

bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION

#### 16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 - MISCELLANEOUS

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### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

**SC-2.02      Delete Paragraph 2.02.A in its entirety and insert the following:**

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

**SC-4.02      Delete Paragraphs 4.02.A in its entirety and insert the following:**

*A. Reports and Drawings: Owner has contracted with and included a Geotechnical Investigation and Report of the Subsurface and Physical Conditions within the San Pedro Rd Retaining Wall project site. Such report prepared by Environmental and Geotechnical Specialists, Inc. is provided as technical data for the Contractor and is not a part of the Contract Documents.*

**SC-4.06      Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A.      No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B.      Not Used.*

**SC-5.04      Add the following new paragraph immediately after Paragraph 5.04.B:**

- C.      The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
- 1.      Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*

<i>a.      State</i>	<i>Statutory</i>
<i>b.      Applicable Federal (e.g., Longshoreman's)</i>	<i>Statutory</i>
<i>c.      Employer's Liability</i>	<i>\$100,000</i>
  
  - 2.      Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*

<i>a.      General Aggregate</i>	<i>\$1,000,000</i>
<i>b.      Products – Completed Operations Aggregate</i>	<i>\$1,000,000</i>
<i>c.      Personal and Advertising Injury</i>	<i>\$1,000,000</i>

- 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 under Paragraph 5.04.A.6 of the General Conditions:*

- a. *Bodily Injury:*
  - 1) *Each person* \$1,000,000
  - 2) *Each Accident* \$1,000,000
- b. *Property Damage:*
  - 1) *Each Accident* \$ 500,000
- c. *Combined Single Limit of* \$1,000,000

4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*

- a. *Bodily Injury:*
  - 1) *Each Accident* \$1,000,000
  - 2) *Annual Aggregate* \$1,000,000
- b. *Property Damage:*
  - 1) *Each Accident* \$1,000,000
  - 2) *Annual Aggregate* \$1,000,000

**5.04.B.1. Additional Insureds:**

*Taylor County Board of County Commissioners*

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

- H. *The Contractor shall not award work valued at more than forty (40%) percent of the Contract Amount to Subcontractor(s), without prior written approval of the Owner.*

**SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:**

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
  - 1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
  - 2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

**SC-6.13**

*Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.*

**SC-9.03.A. Add the following language at the end of paragraph 9.03.A:**

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
  - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
  - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Kenneth Dudley, County Engineer  
Hank Evans, Public Works Department Director  
LaWanda Pemberton, County Administrator*

**SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:**

*No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.*

**SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:**

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

**SC-16**

*The venue for all disputes shall be Taylor County, Florida.*

## MODIFIED SPECIAL PROVISION

**Date:** October 2, 2023

**District:** Taylor County

**Type:** Project Specific

**Letting Month:** October 2023

**Project:** San Pedro Road

**Specification being modified:** 455 STRUCTURES FOUNDATIONS, Section A (455-1 through 455-2) and Section B (455-3 through 455-12)

**Affected Pay Items:** 455-133-3 SHEET PILING STEEL, NON-VIBRATORY PRESS-IN METHOD REQUIRED, SF

**Project Description:** Installation of sheet pile wall, removal of gravity wall, and reconstruction of roadway

**Background Data:** Two hundred feet of permanent sheet pile wall is proposed to be installed along the south side of the road to support and stabilize the roadway in the vicinity of a natural drainage feature. The vibration from dynamic sheet pile installation could cause loss of material to the likely karst area. Non-vibratory static installation means are proposed in these areas. One method uses a hydraulic press-in machine that clamps to the installed sheets to provide the reactive force for pressing in the next sheet.

**Name and PE Number of PE signing and sealing the Modified Special Provision:**

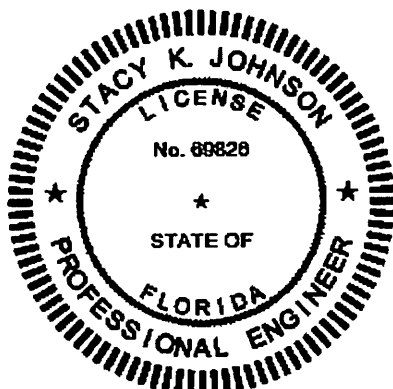
**PE Name:** Stacy K. Johnson, P.E.

**PE Number:** 69826

*I hereby certify that this Specification was prepared under my responsible charge, and that it has been reviewed in accordance with procedures adopted and implemented by the Florida Department of Transportation.*

The official record of this Special Provision has been electronically signed and sealed using a Digital Signature as required by 61G15-23.004, F.A.C. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Professional Engineer: Stacy K. Johnson, P.E.  
Date: October 2, 2023  
Fla. License No.: 69826  
Firm Name: George & Associates Consulting Engineers, Inc.  
Firm Address: 1967 Commonwealth Lane, Suite 200  
City, State, Zipcode: Tallahassee, FL 32303  
Certificate of Authorization: 7879  
Pages: 1-34



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED  
ON THE DATE ADJACENT TO THE SEAL.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED  
AND SEALED  
AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC  
COPIES.

GEORGE & ASSOCIATES CONSULTING ENGINEERS, INC.  
1967 COMMONWEALTH LANE, SUITE 200  
TALLAHASSEE, FL 32303  
CERTIFICATE OF AUTHORIZATION: 7879  
Stacy K. Johnson, P.E. NO. 69826

## STRUCTURES FOUNDATIONS

Section 455 is deleted and the following substituted:

### SECTION 455 STRUCTURES FOUNDATIONS

#### Index

<b>A. General.....</b>	<b>455-1 through 455-2</b>
<b>B. Piling.....</b>	<b>455-3 through 455-12</b>
<b>C. Drilled Shafts.....</b>	<b>Not Applicable</b>
<b>D. Spread Footings.....</b>	<b>Not Applicable</b>
<b>E. Structures (Other Than Bridge) Foundations – Auger Cast Piles ...</b>	<b>Not Applicable</b>

#### A. GENERAL

##### **455-1 General.**

The Contractor may examine available soil samples and rock cores obtained during the soil boring operations at the appropriate District Materials Office.

**455-1.1 Monitor Existing Structures:** Monitor existing structures in accordance with Section 108.

**455-1.2 Excavation:** Complete all excavation of the foundations prior to installing piles or shafts unless otherwise authorized by the Engineer. After completing pile/shaft installation, remove all loose and displaced materials from around the piles/shafts, leaving a clean, solid surface. Compact the soil surface on which concrete is to be placed or which will support the forming system for the concrete to support the load of the plastic concrete without settling or causing the concrete to crack, or as shown in the Contract Documents.

**455-1.2.1 Abutment (End Bent) Fill:** Place and compact the fill before installing end-bent piling/shafts, except when driving specified test piling in end bents or the Plans show uncased piles through proprietary retaining wall fills.

When installing piles/shafts or casing prior to placing fill, take necessary precautions to prevent displacement of piles/shafts during placing and compacting fill materials within 15 feet of the piles/shafts or casing. Reference and check the position of the piles/shafts or casing at three approximately equal intervals during construction of the embankment.

Place embankment material in 6 inch compacted lifts in the 15 foot area around the piles/shafts or casing. Compact embankment material within the 15 foot area adjacent to the piles/shafts or casing to the required density with compaction equipment weighing less than 1,000 pounds. When installing piles/shafts prior to the completion of the surrounding fills, do not cap them until placing the fills as near to final grade as possible, leaving only the necessary working room for construction of the caps.

When shown in the Plans, provide permanent casings installed prior to placement of the fill, for all drilled shafts through mechanically stabilized fills (for example, behind proprietary retaining walls) for shafts installed after fill placement. Install temporary casings through the completed conventional fill when permanent casings are not required.

Provide permanent casings, if required, before the fill is placed extending a sufficient distance into the existing ground to provide stability to the casings during construction of the abutment fill.

**455-1.3 Cofferdams:** Construct cofferdams as detailed in the Plans. When cofferdams are not detailed in the Plans, employ a qualified Specialty Engineer to design cofferdams, and to sign and seal the plans and specification requirements. Submit the designs to the Engineer for their records before beginning construction.

Provide a qualified diver and a safety diver to inspect the conditions of the foundation enclosure or cofferdam when the Contract Documents require a seal for construction. Equip these divers with suitable voice communications, and have them inspect the foundation enclosure and cofferdam periphery including each sheeting indentation and around each piling or drilled shaft to ensure that no layers of mud or other undesirable materials were left above the bottom of seal elevation during the excavation process. Also have the divers check to make sure the surfaces of the piles or drilled shafts are sufficiently clean to allow bond of the concrete down to the minimum bottom of seal elevation. Ensure that there are no mounds of stone, shell, or unapproved backfill material left after placement and grading. Assist the Engineer as required to ensure that the seal is placed as specified and evaluate the adequacy of the foundation soils or rock. Correct any deficiencies found by the divers. Upon completion of inspection by the divers, the Department may also elect to inspect the work before authorizing the Contractor to proceed with subsequent construction operations. Submit a written report by the divers to the Engineer indicating the results of their underwater inspection before requesting authorization to place the seal concrete.

**455-1.4 Vibrations on Freshly Placed Concrete (Drilled Shafts and Piers):** Ensure that freshly placed concrete is not subjected to peak particle velocities greater than 1.5 inches per second from vibration sources located within 30 feet (from the nearest outside edge of freshly placed concrete to the vibration source) until that concrete has attained its final set as defined by ASTM C403 except as required to remove temporary casings before the drilled shaft elapsed time has expired.

## **455-2 Static Compression Load Tests.**

**455-2.1 General:** Employ a professional testing laboratory, or Specialty Engineer with prior load test experience on at least three projects, to conduct the load test in compliance with these Specifications, to record all data, and to submit reports of the test results to the Engineer except when the Contract Documents show that the Department will supply a Geotechnical Engineer to provide these services.

Perform the load test by applying a load up to the load required in the Contract Documents or to the failure load, whichever occurs first.

Do not apply test loads to piles sooner than 48 hours (or the time interval shown in the Plans) after driving of the test pile or reaction piles, whichever occurs last.

Allow up to four weeks after the last load test for the analysis of the load test data and to provide all the estimated production tip elevations. If the Contractor is willing to construct production foundation elements in areas designated by the Engineer, tip elevations will be determined in these areas beginning seven days after the receipt of the load test data which represents the designated area.

Do not begin static load testing of drilled shafts until the concrete has attained a compressive strength of 3,400 psi. The Contractor may use high early strength concrete to obtain this strength at an earlier time to prevent testing delays.

Load test piles/shafts in the order directed by the Engineer. Unless shown otherwise in the Contract Documents, provide all equipment, materials, labor, and technical personnel required to conduct the load tests, including determination of anchor reaction member depths. In this case, provide a loading apparatus designed to accommodate the maximum load plus an adequate safety factor.

While performing the load test, provide safety equipment, and employ safety procedures consistent with the latest approved practices for this work. Include with these safety procedures, adequate support for the load test plates and jack to prevent them from falling in the event of a release of load due to hydraulic failure, test pile/shaft failure, or any other cause.

Include in the bid the cost of transporting load test equipment and instrumentation supplied by the Department from their storage location to the job site and back. Handle these items with care. The Contractor is responsible for the safe return of these items. After completion of the static load tests, return all Department furnished equipment in satisfactory operating condition. Repair all damage to the test equipment furnished by the Department to the satisfaction of the Engineer. Clean all areas of rust on structural steel items, and recoat those areas in accordance with Section 560. Return all load test equipment supplied by the Department within 30 days after completing the load tests.

The Contractor is responsible for the equipment from the time it leaves its storage area until the time it is returned. During this time, insure the equipment against loss or damage for the replacement cost thereof (the greater of \$150,000 or the amount shown in the Plans) or for the full insurable value if replacement cost insurance is not available.

Notify the Engineer at the preconstruction conference, or no later than 30 days before beginning test pile installation, of the proposed testing schedule so that items supplied by the Department may be reserved. Notify the Department at least ten working days before pick-up or return of the equipment. During pick-up, the Department will complete a checklist of all equipment placed in the Contractor's possession. The Department will later use this checklist to verify that the Contractor has returned all equipment. Provide personnel and equipment to load or unload the equipment at the Department's storage location. Provide lifting tongs or nylon slings to handle Department owned test girders. Do not perform cutting, welding, or drilling on Department owned girders, jacks, load cells, or other equipment.

**455-2.2 Loading Apparatus:** Provide an apparatus for applying the vertical loads as described in one of the following:

1. As shown and described in the Contract Documents.
2. As supplied by the Contractor, one of the following devices designed to accommodate a load at least 20% higher than the test load shown in the Plans or described herein for test loads:

a. Load Applied by Hydraulic Jack Acting Against Weighted Box or Platform: Construct a test box or test platform, resting on a suitable support, over the pile, and load it with material with a total weight greater than the anticipated maximum test load. Locate supports for the weighted box or platform at least 6 feet or three pile/shaft diameters, whichever is greater, measured from the edge of the pile or shaft to the edge of the supports. Insert a hydraulic jack with pressure gauge between the test pile or shaft and the underside of the reaction beam, and apply the load to the pile or shaft by operating the jack between the reaction beam and the top of the pile or shaft.

b. Load Applied to the Test Pile or Shaft by Hydraulic Jack Acting Against Anchored Reaction Member: Construct reaction member anchorages in accordance with

article 6.3 of ASTM D1143. Attach a girder(s) of sufficient strength to act as a reaction beam to the upper ends of the anchor piles or shafts. Insert a hydraulic jack with pressure gauges between the head of the test pile/shaft and the underside of the reaction beam, and apply the test load to the pile/shaft by operating the jack between the reaction beam and the pile/shaft head.

If using drilled shafts with bells as reaction member anchorages, locate the top of the bell of any reaction shaft anchorage at least three shaft diameters below the bottom of the test shaft.

c. Combination Devices: The Contractor may use a combination of devices (a) and (b), as described above, to apply the test load to the pile or shaft.

d. Other systems proposed by the Contractor and approved by the Engineer: When necessary, provide horizontal supports for loading the pile/shaft, and space them so that the ratio of the unsupported length to the minimum radius of gyration of the pile does not exceed 120 for steel piles, and the unsupported length to the least cross-section dimension does not exceed 20 for concrete piles or drilled shafts. Ensure that horizontal supports provide full support without restraining the vertical movement of the pile in any way.

When required by the Contract Documents, apply a horizontal load to the shaft either separately or in conjunction with the vertical load. Apply the load to the test shaft by hydraulic jacks, jacking against Contractor provided reaction devices. After receiving the Engineer's approval of the proposed method of load application, apply the horizontal load in increments, and relieve it in decrements as required by the Contract Documents.

#### **455-2.2.1 Modified Quick Test:**

1. Loading Procedure: Apply vertical loads concentric with the longitudinal axis of the tested pile/shaft to accurately determine and control the load acting on the pile/shaft at any time. Place the load on the pile/shaft continuously, in increments equal to approximately 5% of the maximum test load specified until approaching the failure load, as indicated by the measuring apparatus and/or instruments. Then, apply increments of approximately 2.5% until the pile/shaft "plunges" or attains the limiting load. The Engineer may elect to stop the loading increments when he determines the Contractor has met the failure criteria or when a settlement equal to 10% of the pile/shaft width or diameter is reached. Apply each load increment immediately after taking and verifying the complete set of readings from all gauges and instruments. Apply each increment of load within the minimum length of time practical, and immediately take the readings. Complete the addition of a load increment and the completion of the readings within 5 to 15 minutes. The Engineer may elect to hold the maximum applied load up to one hour.

Remove the load in decrements of about 10% of the maximum test load. Remove each decrement of load within the minimum length of time practical, and immediately take the readings. Complete the removal of a load decrement and the taking of the readings within 5 to 15 minutes. The Engineer may also require up to two reloading cycles with five loading increments and three unloading decrements. Record the final recovery of the pile/shaft until movement is essentially complete for a period up to one hour after the last unload interval.

2. Failure Criteria and Nominal Resistance: Use the criteria described herein to establish the failure load. The failure load is defined as the load that causes a pile/shaft top deflection equal to the calculated elastic compression plus 0.15 inches plus 1/120 of the pile/shaft minimum width or the diameter in inches for piles/shafts 24 inches or less in width, and equal to the calculated elastic compression plus 1/30 of the pile/shaft minimum width or

diameter for piles/shafts greater than 24 inches in width. Consider the nominal resistance of any pile/shaft so tested as either the maximum applied load or the failure load, whichever is smaller.

**455-2.3 Measuring Apparatus:** Provide an apparatus for measuring movement of the test piles/shafts that consists of all of the following devices:

1. Wire Line and Scale: Stretch a wire as directed by the Engineer between two supports located at a distance at least:
  - a. 10 feet from the center of the test pile but not less than 3.5 times the pile diameter or width.
  - b. 12 feet from the centerline of the shaft to be tested but not less than three shaft diameters.

Locate the wire supports as far as practical from reaction beam anchorages. At over-water test sites, the Contractor may attach the wire line as directed by the Engineer to the sides of the service platform. Mount the wire with a pulley on one support and a weight at the end of the wire to provide constant tension on the wire. Ensure that the wire passes across the face of a scale mounted on a mirror attached to the test pile/shaft so that readings can be made directly from the scale. Use the scale readings as a check on an average of the dial readings. When measuring both horizontal and vertical movement, mount separate wires to indicate each movement, horizontal or vertical. Measure horizontal movements from two reference wires set normal to each other in a horizontal.

2. Wooden Reference Beams and Dial Gauges: Attach wooden reference beams as detailed in the Plans or approved by the Engineer to independent supports. For piles, install the greater of 3.5 times the pile diameter or width or 10 feet from the centerline of the test pile. For drilled shafts, install at the greater of three shaft diameters or 12 feet from the centerline of the shaft to be tested. Locate the reference beam supports as far as practical from reaction beam anchorages. For over-water test sites, the Contractor may attach the reference beams as directed by the Engineer between two diagonal platform supports. Attach dial gauges, with their stems resting either on the top of the pile/shaft or on lugs or similar reference points on the pile/shaft, to the fixed beams to record the movement of the pile/shaft head. Ensure that the area on the pile/shaft or lug on which the stem bears is a smooth surface which will not cause irregularities in the dial readings.

Provide a minimum of four dial gauges, each with 0.001 inch divisions and with 2 inch minimum travel, placed at 90 degree intervals for measuring vertical or horizontal movement.

3. Survey Level: As a check on the dial gauges, determine the elevation of a point near the top of the test pile/shaft (on plan datum) by survey level at each load and unload interval during the load test. Unless approved otherwise by the Engineer, level survey precision is 0.001 foot. Alternately, the surveyor may read an engineer's 50 scale attached near the pile/shaft head. Determine the first elevation before applying the first load increment; make intermediate readings immediately before a load increment or an unload decrement, and after the final unload decrement that completely removes the load. Make a final reading at the time of the last recovery reading or as directed by the Engineer.

For over-water test sites, when shown in the Plans or directed by the Engineer, the Contractor shall drive an H pile through a 36 inch casing to provide a stable support for the level and to protect it against wave action interfering with level measurements. Provide a suitable movable jig for the surveyor to stand. Use a jig that has a minimum of three legs, has a work platform providing at least 4 feet width of work area around the casing, and is

approved by the Engineer before use. The described work platform may be supported by the protective casing when approved by the Engineer.

#### **455-2.4 Load Test Instrumentation:**

1. General: The intent of the load test instrumentation is to measure the test load on top of the pile/shaft and, when provided in the Contract Documents, its distribution between side friction and end bearing to provide evaluation of the preliminary design calculations and settlement estimates and to provide information for final pile/shaft length design. Ensure that the instrumentation is as described in the Contract Documents.

When requested by the Engineer, provide assistance during installation of any instrumentation supplied by the Department. Supply 110 V, 60 Hz, 30 A of AC electric power in accordance with the National Electric Code (NEC) to each test pile/shaft site during the installation of the instrumentation, during the load testing, and during any instrumented redrives ordered by the Engineer.

Place all of the internal instrumentation on the rebar cage before installation in the test shaft. Construct the rebar cage at least two days before it is required for construction of the test shaft. Provide assistance during installation of instrumentation supplied by the Department, including help to string, place, and tie the instrumentation and any assistance needed in moving or repositioning the cage to facilitate installation. Place the rebar cage in one segment complete with its instrumentation. The Engineer may require multiple lift points and/or a suitable "stiffleg" (length of H pile or other suitable section) to get the cage in a vertical position without causing damage to the instrumentation. Successfully demonstrate the lifting and handling procedures before the installing instrumentation.

2. Hydraulic Jack and Load Cell: Provide hydraulic jack(s) of adequate size to deliver the required test load to the pile/shaft unless shown otherwise in the Plans. Before load testing begins, submit a certificate from a reputable testing laboratory showing a calibration of gauge readings for all stages of jack loading and unloading for jacks provided. Ensure that the jack has been calibrated within the preceding six months unless approved otherwise. Recalibrate the jack after completing load testing if so directed by the Engineer. Ensure that the accuracy of the gauge is within 5% of the true load.

Provide an adequate load cell approved by the Engineer that has been calibrated within the preceding six months. Provide an approved electrical readout device for the load cell. Submit a certificate from an independent testing laboratory showing a calibration of readings for all stages of loading and unloading for load cells furnished by the Contractor and obtain the approval of the Engineer before beginning load testing. Ensure that the accuracy of the load cell is within 1% of the true load.

3. Telltales: When shown in the Contract Documents, furnish and install telltales that consist of an unstressed steel rod placed, greased for reducing friction and corrosion, with appropriate clearance inside a constant-diameter pipe that rests on a flat plate attached to the end of the pipe at the point of interest shown in the Contract Documents. Construct telltales in accordance with the Contract Documents. Install dial gauges reading to 0.001 inch with 1 inch minimum travel as directed by the Engineer to measure the movement of the telltale with respect to the top of the pile/shaft.

4. Embedded Strain Gauges: When shown in the Contract Documents, furnish and install strain gauges in the test shaft to measure the distribution of the load. Ensure that the type, number, and location of the strain gauges are as shown in the Plans or as directed by the

Engineer. Use strain gauges that are waterproof and have suitable shielded cable that is unspliced within the shaft.

**455-2.5 Support Facilities:** Furnish adequate facilities for making load and settlement readings 24 hours per day. Provide such facilities for the instrumented area, and include lighting and shelter from rain, wind, and direct sunlight.

**455-2.6 Load Test Personnel Furnished by the Contractor:** Provide a certified welder, together with necessary cutting and welding equipment, to assist with the load test setup and to make any necessary adjustments during the load test. Provide personnel to operate the jack, generators, and lighting equipment, and also provide one person with transportation to assist as required during load test setup and conducting of the load tests. Provide qualified personnel, as determined by a Specialty Engineer or testing lab, required to read the dial gauges, take level measurements, and conduct the load test, except when the Contract Documents show that the Department will provide these personnel.

**455-2.7 Cooperation by the Contractor:** Cooperate with the Department, and ensure that the Department has access to all facilities necessary for observation of the conduct and the results of the test.

**455-2.8 Required Reports:** Submit a preliminary static load test report to the Engineer within five days after completing the load test. When the Contract Documents do not require internal instrumentation, submit the final report within ten days after completing the load test. Submit the final report of test results for internally instrumented shafts within 30 days after completing the load test. Include in the report of the load test the following information:

1. A tabulation of the time of, and the amount of, the load and settlement readings, and the load and recovery readings taken during the loading and unloading of the pile/shaft.
2. A graphic representation of the test results, during loading and unloading of pile/shaft top movement as measured by the average of the dial gauge readings, from wireline readings and from level readings.
3. A graphic representation of the test results, when using telltales, showing pile/shaft compression and pile/shaft tip movement.
4. The estimated failure and safe loads according to the criteria described herein.
5. Remarks concerning any unusual occurrences during the loading of the pile/shaft.
6. The names of those making the required observations of the results of the load test, the weather conditions prevailing during the load test, and the effect of weather conditions on the load test.
7. All supporting data including jack and load cell calibrations and certificates and other equipment requiring calibration.
8. When the Contract Document requires internal instrumentation of the pile/shaft, furnish all of the data taken during the load test together with instrument calibration certifications. In addition, submit a report showing an analysis of the results of axial load and lateral load tests in which soil resistance along and against the pile/shaft is reported as a function of deflection.

Submit the necessary reports prepared by the Specialty Engineer responsible for collection and interpretation of the data, except when the Contract Documents show that the Department will provide a Geotechnical Engineer.

**455-2.9 Disposition of Loading Material:** Remove all equipment and materials, which remains the Contractor's property, from the site. Clean up and restore the site to the satisfaction of the Engineer.

**455-2.10 Disposition of Tested Piles/Shfts:** After completing testing, cut off the tested piles/shfts, which are not to be incorporated into the final structure, and any reaction piles/shfts at an elevation 24 inches below the finished graded surface or as shown in the Plans. Take ownership of the cut-offs and provide areas for their disposal.

## **B. PILING**

### **455-3 Description.**

Furnish and install concrete, steel, or wood piling including driving, press-in, jetting, preformed pile holes, cutting off, splicing, dynamic load testing, and static load testing of piling.

In the event a pile is broken or otherwise damaged by the Contractor to the extent that the damage is irreparable, in the opinion of the Engineer, the Contractor shall extract and replace the pile at no additional expense to the Department. In the event that a pile is mislocated by the Contractor, the Contractor shall extract and replace the pile, at no expense to the Department, except when a design change proposed by the Contractor is approved by the Department.

### **455-4 Classification.**

The Department classifies piling as follows:

1. Treated timber piling.
2. Prestressed concrete piling.
3. Steel piling.
4. Test piling.
5. Sheet piling.
  - a. Concrete sheet piling.
  - b. Steel sheet piling.
6. Polymeric Piles (see Section 471 for requirements).

### **455-5 General Requirements.**

**455-5.1 Predrilling of Pile Holes:** Predrilled pile holes are either starter holes to the depth described in this Subarticle or holes drilled through embankment/fill material down to the natural ground surface at no additional cost to the Department. When using low displacement steel piling such as structural shapes, drive them through the compacted fill without the necessity of drilling holes through the fill except when the requirements for predrilling are shown in the Plans. When using concrete or other high displacement piles, drill pile holes through fill, new or existing, to at least the elevation of the natural ground surface. Use the range of drill diameters listed below for square concrete piles.

12 inch square piles .....	15 to 17 inches
14 inch square piles .....	18 to 20 inches
18 inch square piles .....	22 to 26 inches
20 inch square piles .....	24 to 29 inches
24 inch square piles .....	30 to 34 inches
30 inch square piles .....	36 to 43 inches

For other pile sizes, use the diameter of the drills shown in the Plans or approved by the Engineer. Accurately drill the pile holes with the hole centered over the Plan location of the piling. Maintain the location and vertical alignment within the tolerances allowed for the piling.

For predrilled holes required through rock or other hard (i.e. debris, obstructions, etc.) materials that may damage the pile during installation, predrill hole diameters approximately 2 inches larger than the largest dimension across the pile cross-section. Fill the annular space around the piles as described in 455-5.11.1 with clean A-3 sand or sand meeting the requirements of 902-3.3.

In the setting of permanent and test piling, the Contractor may initially predrill holes to a depth up to 10 feet or 20% of the pile length whichever is greater, unless required otherwise by the Engineer or the Plans. Where installing piles in compacted fill, predrill the holes to the elevation of the natural ground surface. With prior written authorization from the Engineer, the Contractor may predrill holes to greater depths to minimize the effects of vibrations on existing structures adjacent to the work and/or for other reasons the Contractor proposes.

**455-5.2 Underwater Driving:** Underwater driving is defined as any driving through water which is above the pile head at the time of driving.

When conducting underwater driving, provide a diver equipped with voice communications to aid in placing the hammer back on the pile for required cushion changes or for subsequent redriving, to attach or recover instrumentation the Engineer is using, to inspect the condition of the pile, or for other assistance as required.

Select one of the following methods for underwater driving:

1. Accomplish underwater driving using conventional driving equipment and piling longer than authorized so that the piling will extend above the water surface during final driving. When choosing this option, furnish a pile hammer that satisfies the requirements of this Section for use with the longer pile.

2. Accomplish underwater driving using an underwater hammer that meets the requirements of this Section and is approved by the Engineer. When choosing this option, provide at least one pile longer than authorized at each pile group, extending above the water surface at final driving. At each group location, drive the longer pile first. The Engineer will evaluate the adequacy of the underwater driving system. The Engineer may use the pile tip elevation of the longer pile that the Contractor has driven and the Engineer has accepted, to evaluate the acceptability of the piles driven with the underwater hammer.

3. Accomplish underwater driving using conventional driving equipment with a suitable approved pile follower. When choosing this option, provide at least one pile longer than required at each pile group, extending above the water surface at final driving. At each group location, drive the full length pile first without using the follower. The Engineer will evaluate the adequacy of the follower used for underwater driving. The Engineer may choose to perform a dynamic load test on the first pile the Contractor drives with the follower in each group. The Engineer may use the pile tip elevation of the longer pile, that the Contractor has driven and the Engineer has accepted, to evaluate the acceptability of the piles driven with the follower.

Prior to use, submit details of the follower for the Engineer's evaluation and approval along with the information required in 455-10. Include the weight, cross-section details, stiffness, type of materials, and dimensions of the follower.

**455-5.3 Pile Hammers:** All equipment is subject to satisfactory field performance. Use a variable energy hammer to drive concrete piles. Hammers will be rated based on the theoretical energy of the ram at impact. Supply driving equipment which provides the required resistance at a blow count ranging from 3 blows per inch (36 blows per foot) to 10 blows per inch (120 blows per foot) at the end of initial drive, unless approved otherwise by the Engineer after satisfactory field trial. Ensure the hammer is capable of driving to a resistance equal to at least 2.0 times the factored design load plus the scour and down drag resistance shown in the Contract Documents, without overstressing the piling in compression or tension and without reaching or exceeding 20 blows per inch. When the Engineer determines the stroke height or bounce chamber pressure readings do not adequately determine the energy of the hammer, provide and maintain a device to measure the velocity of the ram at impact. Determine the actual hammer energy in the field so that it is consistent with the hammer energy used for each bearing capacity determination. When requested, submit to the Engineer all technical specifications and operating instructions related to hammer equipment.

**455-5.3.1 Air/steam:** Variable energy air/steam hammers shall be capable of providing at least two ram stroke lengths. The short ram stroke length shall be approximately half of the full stroke for hammers with strokes up to 4 feet and no more than 2 feet for hammers with maximum strokes lengths over 4 feet. Operate and maintain air/steam hammers within the manufacturer's specified ranges. Use a plant and equipment for steam and air hammers with sufficient capacity to maintain, under working conditions, the hammer, volume and pressure specified by the manufacturer. Equip the plant and equipment with accurate pressure gauges which are easily accessible to the Engineer. The Engineer will not accept final bearing on piles the Contractor drives with air/steam hammers unless the Contractor operates the hammers within 10% of the manufacturer's rated speed in blows per minute, unless otherwise authorized by the Engineer. Provide and maintain in working order for the Engineer's use an approved device to automatically determine and display the blows per minute of the hammer.

**455-5.3.2 Diesel:** Variable energy diesel hammers shall have at least three fuel settings that will produce reduced strokes. Operate and maintain diesel hammers within the manufacturer's specified ranges. Determine the rated energy of diesel hammers using measured ram stroke length multiplied by the weight of the ram for open end hammers and by methods recommended by the manufacturer for closed end hammers.

Provide and maintain in working order for the Engineer's use an approved device to automatically determine and display ram stroke for open-end diesel hammers.

Equip closed-end (double acting) diesel hammers with a bounce chamber pressure gauge, in good working order, mounted near ground level so the Engineer can easily read it. Also, submit to the Engineer a chart, calibrated to actual hammer performance within 30 days prior to initial use, equating bounce chamber pressure to either equivalent energy or stroke for the closed-end diesel hammer to be used.

**455-5.3.3 Hydraulic:** Variable energy hydraulic hammers shall have at least three hydraulic control settings that provide for predictable energy or equivalent ram stroke. The shortest stroke shall be a maximum of 2 feet for the driving of concrete piles. The remaining strokes shall include full stroke and approximately halfway between minimum and maximum stroke.

Supply hammer instrumentation with electronic read out, and control unit that allows the Engineer to monitor, and the operator to read and adjust the hammer energy or

equivalent ram stroke. When pressure measuring equipment is required to determine hammer energy, calibrate the pressure measuring equipment before use.

**455-5.3.4 Vibratory:** Vibratory hammers of sufficient capacity (force and amplitude) may be used to drive steel sheet piles and, with approval of the Engineer, to drive steel bearing piles a sufficient distance to get the impact hammer on the pile (to stick the pile). The Engineer will determine the allowable depth of driving using the vibratory hammer based on site conditions. However, in all cases, use a power impact hammer for the last 15 feet or more of the final driving of steel bearing piles for bearing determinations after all piles in the bent/pier have been driven with a vibratory hammer. Do not use vibratory hammers to install concrete piles, or to install support or reaction piles for a load test.

**455-5.4 Press-in:** Provide non-vibratory static press-in sheet pile machine to press in steel sheet pile. Machine shall be able to press in sheet pile to desired elevation.

**455-5.5 Cushions and Pile Helmet:**

**455-5.5.1 Capblock:** Provide a capblock (also called the hammer cushion) as recommended by the hammer manufacturer. Use commercially manufactured capblocks constructed of durable manmade materials with uniform known properties. Do not use wood chips, wood blocks, rope, or other material which permit excessive loss of hammer energy. Do not use capblocks constructed of asbestos materials. Obtain the Engineer's approval for all proposed capblock materials and proposed thickness for use. Maintain capblocks in good condition, and replace them when charred, melted, or otherwise significantly deteriorated. The Engineer will inspect the capblock before driving begins and weekly or at appropriate intervals determined by the Engineer based on field trial. Replace or repair any capblock which loses more than 25% of its original thickness, in accordance with the manufacturer's instructions, before permitting further driving.

**455-5.5.2 Pile Cushion:** Provide a pile cushion that is adequate to protect the pile from being overstressed in compression and tension during driving. Use a pile cushion sized so that it will fully fill the lateral dimensions of the pile helmet minus one inch but does not cover any void or hole extending through the top of the pile. Determine the thickness based upon the hammer-pile-soil system. For driving concrete piles, use a pile cushion made from pine plywood or oak lumber. Alternative materials may be used with the approval of the Engineer. Obtain the Engineer's approval for all pile cushions. Do not use materials previously soaked, saturated or treated with oil. Maintain pile cushions in good condition and replace them when charred, splintered, excessively compressed, or otherwise deteriorated to the point it will not protect the pile against overstressing in tension or compression. Protect cushions from the weather, and keep them dry. Do not soak the cushions in any liquid. Provide a new cushion for each pile unless approved otherwise by the Engineer after satisfactory field trial.

Replace the pile cushion, if during the driving of any pile, the cushion is either compressed more than one-half the original thickness, begins to burn, or as directed by the Engineer after field performance.

Reuse pile cushions in good condition to perform all set-checks and redrives. Use the same cushion to perform the set-check or redrive as was used during the initial driving, unless this cushion is unacceptable due to deterioration, in which case use a similar cushion.

**455-5.5.3 Pile Helmet:** Provide a pile helmet suitable for the type and size of piling being driven. Use a pile helmet deep enough to adequately contain the required thickness of pile cushion and to assist in maintaining pile-hammer alignment. Use a pile helmet that fits

loosely over the pile head and is at least 1 inch larger than the pile dimensions. Use a pile helmet designed so that it will not restrain the pile from rotating.

**455-5.6 Leads:** Provide pile leads constructed in a manner which offers freedom of movement to the hammer and that have the strength and rigidity to hold the hammer and pile in the correct position and alignment during driving. When using followers, use leads that are long enough and suitable to maintain position and alignment of the hammer, follower, and pile throughout driving.

**455-5.7 Followers:** Obtain the Engineer's approval for the type of follower, when used, and the method of connection to the leads and pile. Use followers constructed of steel with an adequate cross-section to withstand driving stresses. When driving concrete piles, ensure that the cross-sectional area of the follower is at least 18% of the cross-sectional area of the pile. When driving steel piles, ensure that the cross-sectional area of the follower is greater than or equal to the cross-sectional area of the pile. Provide a pile helmet at the lower end of the follower sized according to the requirements of 455-5.5.3. Use followers constructed that maintain the alignment of the pile, follower, and hammer and still allow the pile to be driven within the allowable tolerances. Use followers designed with guides adapted to the leads that maintain the hammer, follower, and the piles in alignment.

Use information from dynamic load tests described in 455-5.15 to evaluate the adequacy of the follower and to determine pile capacity.

**455-5.8 Templates and Ground Elevations:** Provide a fixed template, adequate to maintain the pile in proper position and alignment during driving with swinging leads or with semi-fixed leads. The Engineer may allow the use of templates attached to a barge if the Contractor demonstrates satisfactorily that the pile alignment, and the elevation and horizontal position of the template can be maintained during all pile driving operations. Where practical, place the template so that the pile can be driven to cut-off elevation before removing the template. Ensure that templates do not restrict the vertical movement of the pile.

Supply a stable reference close to the pile, which is satisfactory in the opinion of the Engineer, for determination of the pile penetration. At the time of driving piles, furnish the Engineer with elevations of the original ground and template at each pile or pile group location. Note the highest and lowest elevation at each required location and the ground elevation at all piles.

**455-5.9 Water Jets:** Use jet pumps, supply lines, and jet pipes that provide adequate pressure and volume of water to freely erode the soil. Do not perform jetting without prior approval by the Engineer or unless allowed by the Plans.

Do not perform jetting in the embankment or for end bents. Where conditions warrant, with approval by the Engineer, perform jetting on the holes first, place the pile therein, then drive the pile to secure the last few feet of penetration. Only use one jet for prejetting or jetting through piles constructed with a center jet-hole. Use two jets when using external jets. When jetting and driving, position the jets slightly behind the advancing pile tip (approximately 3 feet or as approved by the Engineer). When using water jets in the driving, determine the pile bearing only from the results of driving after withdrawing the jets, except where using jets to continuously eliminate soil resistance through the scour zone, ensure that they remain in place as directed by the Engineer and operating during pile bearing determination. Where practical, perform jetting on all piles in a pile group before driving begins. When large pile groups or pile spacing and batter make this impractical, or when the Plans specify a jet-drive sequence, set

check a sufficient number of previously driven piles in a pile group to confirm their capacity after completing all jetting.

**455-5.10 Penetration Requirements:** Measure the penetration of piles from the elevation of the natural ground, the existing surface, the deepest scour elevation shown in the Pile Data Table, or the bottom of excavation, whichever is lowest. When the Contract Documents show a minimum pile tip elevation, drive the tip of the pile to this minimum elevation. The Engineer will accept the bearing of a pile only if the Contractor achieves the required bearing when the tip of the pile is at or below the specified minimum tip elevation and below the bottom of the preformed or predrilled pile hole.

When the Plans do not show a minimum tip elevation, ensure that the penetration is at least 10 feet into firm bearing material or at least 20 feet into soft material unless otherwise permitted by the Engineer. The Engineer may accept a penetration between 15 feet and 20 feet when there is an accumulation of five consecutive feet or more of firm bearing material. Firm bearing material is any material offering a driving resistance greater than or equal to 30 tons per square foot of gross pile area as determined by the Dynamic Load Testing (455-5.13.4). Soft material is any material offering less than these resistances. The gross pile area is the actual pile tip cross-sectional area for solid concrete piles, the product of the width and depth for H piles, and the area within the outside perimeter for pipe piles and voided concrete piles.

Do not drive piles beyond practical refusal. To meet the requirements in this Subarticle, provide penetration aids, such as jetting or preformed pile holes, when piles cannot be driven to the required penetration without reaching practical refusal.

If the Contractor encounters unforeseeable, isolated obstructions that the Contractor cannot practically penetrate by driving, jetting, or preformed pile holes, and the Contractor must remove the pile to obtain the required pile penetration, the Department will pay the costs for such removal as Unforeseeable Work.

#### **455-5.11 Preformed Pile Holes:**

**455-5.11.1 Description:** Preformed pile holes serve as a penetration aid when all other pile installation methods fail to produce the desired penetration and when authorized by the Engineer to minimize the effects of vibrations on adjacent structures. Preformed pile holes are necessary when the presence of rock or strong strata of soils will not permit the installation of piles to the desired penetration by driving or a combination of jetting and driving, when determined necessary by the Engineer, or when authorized by the Engineer to minimize the effects of vibrations on adjacent existing structures. The Engineer may require preformed holes for any type of pile. Drive all piles installed in preformed pile holes to determine that the bearing requirements have been met.

For preformed holes which are required through material that caves during driving to the extent that the preformed hole does not serve its intended purpose, case the hole from the surface through caving material. After installing the pile to the bottom of the casing, remove the casings unless shown otherwise in the Plans. Determine bearing of the pile after removing the casing unless shown otherwise in the Plans. Fill all voids between the pile and soil remaining after driving through preformed holes with clean A-3 sand or sand meeting the requirements of 902-3.3, after the pile has achieved the required minimum tip elevation, unless grouting of preformed pile holes is shown in the Plans. If pile driving is interrupted during sand placement, drive the pile at least 20 additional blows after filling all of the voids between the pile and soil with sand at no additional cost to the Department.

**455-5.11.2 Provisions for Use of Preformed Pile Holes:** The Department generally anticipates the necessity for preformed pile holes and includes directions in the Contract Documents. The Department will pay for preformed pile holes when the Contractor establishes that the required results cannot be obtained when driving the load bearing piles with specified driving equipment, or if jetting is allowed, while jetting the piles and then driving or while jetting the piles during driving.

**455-5.11.3 Conditions Under Which Payment Will Be Made:** The Department will make payment for preformed pile holes shown in the Plans, required by the Engineer or where the Contractor demonstrates that such work is necessary to achieve the required penetration without overstressing the pile. The Department considers, but does not limit to, the following conditions as reasons for preformed pile holes:

1. Inability to drive piles to the required penetration with driving and jetting equipment.
2. To penetrate a hard layer or layers of rock or strong stratum that the Engineer considers not sufficiently thick to support the structure.
3. To obtain greater penetration into dense (strong) material and into dense material containing holes, cavities or unstable soft layers.
4. To obtain penetration into a stratum in which it is desired to found the structure.
5. To minimize the effects of vibrations or heave on adjacent existing structures.
6. To minimize the effects of ground heave on adjacent piles.

**455-5.11.4 Construction Methods:** Construct preformed pile holes by drilling, or driving and withdrawing a suitable punch or chisel at the locations of the piles. Construct a hole that is equal to or slightly greater than the largest pile dimension for the entire length of the hole and of sufficient depth to obtain the required penetration. Carefully form the preformed hole by using a drill or punch guided by a template or other suitable device, and do not exceed the minimum dimensions necessary to achieve the required penetration of the pile. When the Plans call for grouting the preformed pile holes, provide a minimum pile hole dimension 2 inches larger than the largest pile dimension. Construct the holes at the Plan position of the pile and the tolerances in location, and ensure the hole is straight and that the batter is the same as specified for the pile. Loose material may remain in the preformed pile hole if the conditions in 455-5.11.1 are satisfied.

**455-5.11.5 Grouting of Pile Holes:** Clean and grout preformed pile holes for bearing piles, when the Plans require grouting after driving. Use grout that meets the requirements of 455-40 to 455-42 and has a minimum compressive strength of 3,000 psi at 28 days or as specified in the Plans. Prepare cylinders and perform QC testing in accordance with 455-43. LOT size and verification will be in accordance with 455-43. Pump the grout through three or more grout pipes initially placed at the bottom of the preformed hole. The Contractor may raise the grout pipes when necessary to prevent clogging and to complete the grouting operations. Maintain the grout pipes below the surface of the previously placed grout. Continue grouting until the grout reaches the ground surface all around the pile. Provide divers to monitor grouting operations when the water depth is such that it is impractical to monitor from the ground surface. When grouting is shown in the Plans, include the cost in the price for piles. In the event that the Engineer determines the Contractor must grout and the required grouting is not shown in the Plans, the Department will pay for the grouting work as Unforeseeable Work.

#### **455-5.12 Bearing Requirements:**

**455-5.12.1 General:** Drive piles to provide the bearing required for carrying the loads shown in the Plans. For all types of bearing piles, consider the driving resistance as determined by the methods described herein sufficient for carrying the specified loads as the minimum bearing which is accepted for any type of piles. Determine pile bearing using the method described herein or as shown in the Plans.

For foundations requiring 100% dynamic testing of production piles, the Engineer may accept a driven pile when the pile has achieved minimum penetration and the minimum required bearing for 6 inches of consecutive driving, or when the minimum penetration is achieved, driving has reached practical refusal in firm material and the bearing capacity is obtained in all the refusal blows.

For foundations not requiring 100% dynamic testing of production piles, the Engineer may accept a driven pile when the pile has achieved minimum penetration, the blow count is generally the same or increasing and the minimum required bearing capacity obtained for 24 inches of consecutive driving. At the discretion of the Engineer, the driven pile may be accepted when the minimum penetration is achieved and driving has reached practical refusal in firm material.

The Engineer may modify the scour resistance shown in the Plans if the dynamic load test is used to determine the actual soil resistance through the scour zone. Also, the Engineer may make modifications in scour resistance when the Contractor proposes drilling and/or jetting to reduce the soil resistance in the scour zone.

**455-5.12.2 Bearing Criteria:** For foundations requiring 100% dynamic testing, the Engineer will determine the bearing of all piles using the data received from dynamic load testing equipment utilizing internally or externally mounted sensors according to the methods described in 455-5.13.1.

For foundations not requiring 100% dynamic testing, the Engineer will determine the number of blows required to provide the required bearing according to the methods described herein. Determine the pile bearing by computing the penetration per blow with less than 1/4 inches rebound averaged through 12 inches of penetration. When it is considered necessary by the Engineer, determine the average penetration per blow by averaging the penetration per blow through the last 10 to 20 blows of the hammer.

**455-5.12.3 Practical Refusal:** Practical refusal is defined as 20 blows per inch or less than one inch penetration, with the hammer operating at the highest setting determined by the Engineer and less than 1/4 inches rebound per blow. Stop driving as soon as the Engineer determines that the pile has reached practical refusal.

#### **455-5.12.4 Set-checks and Pile Redrive:**

1. Set-checks: In the event that the Contractor has driven the pile to approximately 12 inches above cut-off without reaching the required resistance, the Engineer may require the Contractor to interrupt driving to perform a set-check. Provide an engineer's level or other suitable equipment for elevation determinations to determine accurate pile penetration during the set-checks. In the event the results of the initial set-checks are not satisfactory, the Engineer may direct additional set-checks. The Engineer may accept the pile as driven when a set-check shows that the Contractor has achieved the minimum required pile bearing and has met all other requirements of this Section.

2. Pile Redrive: Pile redrive consists of redriving the pile after the following working day from initial driving to determine time effects, to reestablish pile capacity

due to pile heave, or for other reasons determined by the Engineer. Redrive piles as directed by the Engineer.

**3. Uninstrumented Set-Checks and Uninstrumented Pile Redrive:** The Engineer may use, uninstrumented set-checks or uninstrumented pile redrives to determine whether a pile has sufficient bearing. The Engineer may consider the pile to have sufficient bearing resistance when the specified blow count criteria is achieved in accordance with 455-5.12.1 and 455-5.12.2.

**4. Instrumented Set-Checks and Instrumented Pile Redrive:** When considered necessary by the Engineer, dynamic load tests using at least 6 hammer blows will determine whether the pile bearing is sufficient. The Engineer may consider the pile to have sufficient bearing resistance when dynamic measurements demonstrate the static pile resistance exceeds the required pile resistance for at least one hammer blow and the average static pile resistance during the next five hammer blows exceeds 95% of the required pile resistance. If the pile is advanced farther, the static pile resistance during all subsequent blows must exceed 90% of the required pile resistance.

**455-5.12.5 Pile Heave:** Pile heave is the upward movement of a pile from its originally driven elevation. Drive the piles in an approved sequence to minimize the effects of heave and lateral displacement of the ground. Monitor piles previously driven in a pile group for possible heave during the driving of the remaining piles. When required by the Engineer, take elevation measurements to determine the magnitude of the movement of piles and the ground surface resulting from the driving process. Redrive all piles that have heaved 1/4 inches or more unless the Engineer determines that the heave is not detrimental to pile capacity. The Department will pay for all work in conjunction with redriving piles due to pile heave under the pile redrive item.

**455-5.12.6 Piles with Insufficient Bearing:** In the case that the Engineer determines that the safe bearing capacity of any pile is less than the required bearing capacity, the Contractor may splice the pile and continue driving or may extract the pile and drive a pile of greater length, or, if so ordered by the Engineer, drive additional piles.

**455-5.13 Methods to Determine Pile Capacity:**

**455-5.13.1 General:** Dynamic load tests using an externally mounted instrument system and signal matching analyses or embedded gauges will determine pile capacity for all structures or projects unless otherwise shown on the Plans. When necessary, the Engineer may require static load tests to confirm pile capacities. When the Contract Documents do not include items for static load tests, the Engineer will consider all required static load testing Unforeseeable Work. Notify the Engineer two working days prior to placement of piles within the template and at least one working day prior to driving piles. Do not drive piles without the presence of the Engineer.

If the internally mounted system fails to communicate properly with the receiving system, allow the Engineer sufficient time to mobilize back-up equipment for performing dynamic load testing.

**455-5.13.2 Wave Equation:**

1. Use Wave Equation Analysis for Piles (WEAP) programs to evaluate the suitability of the proposed driving system (including the hammer, follower, capblock and pile cushions) as well as to estimate the driving resistance, in blows per 12 inches or blows per inch, to achieve the pile bearing requirements and to evaluate pile driving stresses.

Use Wave Equation Analyses to show the hammer meets the requirements described in 455-5.3 and maximum allowed pile stresses are not exceeded.

2. Required Equipment For Driving: Hammer approval is based on satisfactory field performance including dynamic load test results. In the event piles require different hammer sizes, the Contractor may elect to drive with more than one size hammer or with a variable energy hammer, provided the hammer is properly sized and cushioned, will not damage the pile, and will develop the required resistance.

3. Maximum Allowed Pile Stresses:

a. General: The maximum allowed driving stresses for concrete, steel, and timber piles are given below. In the event dynamic load tests show that the hammer will overstress the pile, modify the driving system or method of operation as required to prevent overstressing the pile. In such cases provide additional cushioning, reduce the stroke, or make other appropriate agreed upon changes.

b. Prestressed Concrete Piles: Use the following equations to determine the maximum allowed pile stresses:

$$s_{apc} = 0.7 f'_c - 0.75 f_{pe} \quad (1)$$

$$s_{apt} = 6.5 (f'_c)^{0.5} + 1.05 f_{pe} \quad (2a) \text{ for piles less than 50 feet long}$$

$$s_{apt} = 3.25 (f'_c)^{0.5} + 1.05 f_{pe} \quad (2b) \text{ for piles 50 feet long and greater}$$

$$s_{apt} = 500 \quad (2c) \text{ within 20 feet of a mechanical splice}$$

where:

$s_{apc}$  = maximum allowed pile compressive stress, psi

$s_{apt}$  = maximum allowed pile tensile stress, psi

$f'_c$  = specified minimum compressive strength of concrete, psi

$f_{pe}$  = effective prestress (after all losses) at the time of driving, psi, taken as 0.8 times the initial prestress force divided by the minimum net concrete cross-sectional area of the pile ( $f_{pe} = 0$  for dowel spliced piles).

c. Steel Piles: Ensure the maximum pile compression and tensile stresses measured during driving are no greater than 0.9 times the yield strength ( $0.9 f_y$ ) of the steel.

d. Timber Piles: Ensure the maximum pile compression and tensile stresses measured during driving are no greater than 3.6 ksi for Southern Pine and Pacific Coast Douglas Fir and 0.9 of the ultimate parallel to the grain strength for piles of other wood.

**455-5.13.3 Temporary Piles:** Submit for the Engineers review, an analysis signed and sealed by a Specialty Engineer which establishes the pile lengths for temporary piles. Submit for the Engineers approval, a Wave Equation analysis signed and sealed by a Specialty Engineer which establishes the driving criteria for temporary piles at least five working days prior to driving temporary production piles. The required driving resistance is equal to the sum of the factored design load plus the scour and down drag resistances shown in the Plans, divided by

the appropriate resistance factor or the nominal bearing resistance shown in the Plans, whichever is higher.

The maximum resistance factor is 0.45 when only wave equation analysis is performed. However, a larger resistance factor may be applicable when additional testing is provided by the Specialty Engineer in accordance with Section 3.5.6 of Volume 1 of the FDOT Structures Manual. If the Contractor elects to perform 100% dynamic load testing submit a certification package prepared by the Specialty Engineer. The certification package shall include a signed and sealed letter by the Specialty Engineer that certifies the piles meet the load requirements and have no integrity deficiencies. The package shall also include the dynamic load test records, all signal matching analysis performed to determine pile capacities and a summary table that indicates the final capacity of every pile.

**455-5.13.4 Dynamic Load Tests:** Dynamic load testing consists of estimating pile capacity by the analysis of electronic data collected from blows of the hammer during driving of an instrumented pile in accordance with 455-5.15.

**455-5.13.5 Static Load Tests:** Static load testing consists of applying a static load to the pile to determine its capacity. Use The Modified Quick Test Procedure in accordance with 455-2.2.1.

**455-5.13.6 Fender Pile Installation:** For piles used in fender systems, regardless of type or size of pile, either drive them full length or jet the piles to within 2 feet of cutoff and drive to cutoff elevation to seat the pile. The Engineer will not require a specific driving resistance unless noted in the Plans. Use methods and equipment for installation that do not damage the piles. If the method or equipment used causes damage to the pile, modify the methods or equipment at no expense to the Department.

**455-5.13.7 Structures Without Test Piles:** For structures without 100% dynamic testing or test piles, the Engineer will dynamically test the first pile(s) in each bent or pier at locations shown in the Plans to determine the blow count criteria for the remaining piles. When locations are not shown in the Plans, allow for dynamic load tests at 5% of the piles at each bent or pier (rounded up to the next whole number). If the Engineer requires additional dynamic load tests for comparison purposes, the Contractor will be paid for an additional dynamic load test as authorized by the Engineer in accordance with 455-11.5.

Allow the Engineer one working day after driving the dynamic load tested piles to complete the signal matching analyses and determine the driving criteria for the subsequent piles in the bent or pier.

**455-5.14 Test Piles:**

**455-5.14.1 General:** All test piles will have dynamic load tests. Drive piles of the same cross-section and type as the permanent piles shown in the Plans, in order to determine any or all of the following:

1. installation criteria for the piles.
2. nature of the soil.
3. lengths of permanent piles required for the work.
4. driving resistance characteristics of the various soil strata.
5. amount of work necessary to obtain minimum required pile penetration.
6. ability of the driving system to do the work.
7. need for point protection.

Because test piles are exploratory in nature, drive them harder (within the limits of practical refusal), deeper, and to a greater bearing resistance than required for the

permanent piling. Except for test piles which are to be statically or Statnamically load tested, drive test piles their full length or to practical refusal. Splice test piles which have been driven their full length without achieving the required bearing, and proceed with further driving unless otherwise directed by the Engineer.

As a minimum, unless otherwise directed by the Engineer, do not cease driving of test piles until obtaining the required bearing capacity continuously, where the blow count is increasing, for 10 feet unless reaching practical refusal first. Drive test piles which are to be statically or Statnamically load tested as anticipated for the production piles.

When test piles attain practical refusal prior to attaining minimum penetration, perform all work necessary to attain minimum penetration and the required bearing. Where practical, use water jets to break the pile loose for further driving. Where jetting is impractical, extract the pile and install a preformed pile hole through which driving will continue. The Department will consider the work of extracting the pile to be Unforeseeable Work.

When driving test piles other than low displacement steel test piles, have preforming equipment available at the site and water jets as specified in 455-5.9 when jetting is allowed, ready for use, before the test pile driving begins.

The Engineer may elect to interrupt pile driving up to four times on each test pile, two times for up to two hours and two additional times during the next working day of initial driving to determine time effects during the driving of test piles.

**455-5.14.2 Location of Test Piles:** Drive all test piles in the position of permanent piles at the designated locations. Ensure that all test piles designated to be statically load tested are plumb. In the event that all the piles are battered at a static load test site, the Engineer will designate an out-of-position location for driving a plumb pile for the static load test.

**455-5.14.3 Equipment for Driving:** Use the same hammer and equipment for driving test piles as for driving the permanent piles. Also use the same equipment to redrive piles.

**455-5.15 Dynamic Load Tests:** The Engineer will take dynamic measurements during the driving of piles designated in the Plans or authorized by the Engineer. For concrete piles, install instruments prior to driving and assist the Engineer in monitoring all blows delivered to the pile. For steel production piles, the Engineer may accept instrumented set-checks or redrives. The Engineer will perform dynamic load tests to evaluate any or all of the following:

1. Suitability of the Contractor's driving equipment, including hammer, capblock, pile cushion, and any proposed follower.
2. Pile capacity.
3. Pile stresses.
4. Energy transfer to pile.
5. Distribution of soil resistance.
6. Soil variables including quake and damping.
7. Hammer-pile-soil system for Wave Equation analyses.
8. Pile installation problems.
9. Other.

Either install internal gauges in the piles in accordance with Standard Plans, Index 455-003 or attach instruments (strain transducers to measure force and accelerometers to measure acceleration) with bolts to the pile for dynamic load testing.

Make each pile to be dynamically tested with externally attached instruments available to drill holes for attaching instrumentation and for wave speed measurements. Support the pile with timber blocks placed at appropriate intervals. Ensure that the pile is in a horizontal position and does not contact adjacent piles. Provide a sufficient clear distance at the sides of the pile for drilling the holes. The Engineer will furnish the equipment, materials, and labor necessary for drilling holes and taking the wave speed measurements. If the Engineer directs dynamic load testing, instrumented set-checks or instrumented redrives, provide the Engineer safe access to the top of the piles for drilling the attachment holes. After placing the leads provide the Engineer safe access to the piles to attach the instruments and for removal of the instruments after completing the pile driving.

The Engineer will monitor the stresses in the piles with the dynamic test equipment during driving to ensure the Contractor does not exceed the maximum allowed stresses. If necessary, add additional cushioning, replace the cushions, or reduce the hammer stroke to maintain stresses below the maximum allowable. If dynamic test equipment measurements indicate non-axial driving, immediately realign the driving system. If the cushion is compressed to the point that a change in alignment of the hammer will not correct the problem, add cushioning or change the cushion as directed by the Engineer.

Drive the pile to the required penetration and resistance or as directed by the Engineer.

When directed by the Engineer, perform instrumented set-checks or redrives. Do not use a cold diesel hammer for a set-check or redrive unless in the opinion of the Engineer it is impractical to do otherwise. Generally, warm up the hammer by driving another pile or applying at least 20 blows to a previously driven pile or to timber mats placed on the ground.

#### **455-5.16 Pile Lengths:**

**455-5.16.1 Test Pile Length:** Provide the length of test piles shown in the Plans or as directed by the Engineer.

#### **455-5.16.2 Production Pile Length:**

**455-5.16.2.1 Structures With Test Piles:** When test pile lengths are shown in the Plans, the production pile lengths are based on information available during design and are approximate. The Engineer will determine final pile lengths in the field which may vary significantly from the lengths or quantities shown in the Plans.

**455-5.16.2.2 Structures Without Test Piles:** Authorized lengths are provided as Production Pile Order Lengths in the Pile Data Table in the Structure Plans. Use these lengths for furnishing the permanent piling for the structure.

**455-5.16.3 Authorized Pile Lengths:** The authorized pile lengths are the lengths determined by the Engineer based on all information available before the driving of the permanent piles, including, but not limited to, information gained from the driving of test piles, dynamic load testing, static load testing, supplemental soil testing, etc. When authorized by the Department, soil freeze information obtained during set checks and pile redrives may be used to determine authorized pile lengths for sites with extreme soil conditions. The Contractor may elect to provide piling with lengths longer than authorized to suit his method of installation or schedule. When the Contractor elects to provide longer than authorized pile lengths, the Department will pay for the furnished length as either the originally authorized length or the length between cut-off elevation and the final accepted pile tip elevation, whichever is the longer length.

Within five working days after driving all the test piles, completing all load tests, completing all redrives, and receiving all test reports, the Engineer will provide an itemized list of authorized pile lengths. Use these lengths for furnishing the permanent piling for the structure. If the Contractor is willing to start the pile driving operations in zones consisting of at least four test piles designated by the Engineer, and if the Contractor so requests in writing at the beginning of the test pile program, the Department will provide pile lengths for these designated phases within five working days after driving all the test piles, completing all load tests, completing all redrives, and receiving all test reports for those designated zones. The Engineer will provide the driving criteria for piles within three working days of furnishing pile lengths.

On multiple phase projects, the Engineer will not provide pile lengths on subsequent phases until completing the piling on initial phases.

**455-5.17 Allowable Driving Tolerances:**

**455-5.17.1 General:** Meet the tolerances described in this Subarticle for the piles that are free standing without lateral restraint (after the template is removed). After the piles are driven, do not move the piles laterally to force them to be within the specified tolerances, except to move battered piles to overcome the dead load deflections caused by the pile's weight. When this is necessary, submit calculations signed and sealed by a Specialty Engineer that verify the amount of dead load deflection prior to moving any piles.

**455-5.17.2 Position:** Ensure that the final position of the pile head at cut-off elevation is no more than 3 inches, or 1/6 of the diameter of the pile, whichever is less, laterally in the X or Y coordinate from the Plan position indicated in the Plans.

**455-5.17.3 Axial Alignment:** Ensure that the axial alignment of the driven piles does not deviate by more than 1/4 inches per foot from the vertical or batter line indicated in the Plans.

**455-5.17.4 Elevation:** Ensure that the final elevation of the pile head is no more than 1-1/2 inches above, or more than 4 inches below, the elevation shown in the Plans, however in no case shall the pile be embedded less than 8 inches into the cap or footing.

For fender piles, cut off piles at the elevation shown in the Plans to a tolerance of plus 0.0 inches to minus 2.0 inches using sawing or other means as approved by the Engineer to provide a smooth level cut.

**455-5.17.5 Deviation From Above Tolerances:** When the Contractor has failed to meet the above tolerances, the Contractor may propose a redesign to incorporate out of tolerance piles into pile caps or footings, at no expense to the Department. Ensure the Contractor's Engineer of Record performs any redesign and signs and seals the redesign drawings and computations. Do not begin any proposed construction until the redesign has been reviewed for acceptability and approved by the Engineer.

**455-5.18 Disposition of Pile Cut-offs, Test Piles, and Load Test Materials:**

**455-5.18.1 Pile Cut-offs:**

1. Steel Piling: Unless shown otherwise in the Plans, the Department will retain ownership of cut-off sections, or portions of cut-off sections, and unused piling. Remove them from the job, and dispose of them.

2. Other Pile Types: Upon completion of all work under the Contract in connection with piling, unless shown otherwise in the Plan, take ownership of any unused cut-off lengths remaining, and remove them from the right-of-way. Provide areas for their disposal.

**455-5.18.2 Test Piles:** Where so directed by the Plans or the Engineer, cut off, or build-up as necessary, test piles, and leave them in place as permanent piles. Extract and replace test piles driven in permanent position and found not suitable for use due to actions of the Contractor at no expense to the Department. Pull, or cut off at an elevation 2 feet below the ground surface or bottom of proposed excavation, test piles driven out of permanent position, and dispose of the removed portion of the test pile.

When test piles are required to be driven in permanent pile positions, the Contractor may elect to drive the test pile out of position, with the approval of the Engineer, provided that a replacement pile is furnished and driven by the Contractor at no expense to the Department in the position that was to be occupied by the test pile. Under this option, the Department will pay for the test pile in the same manner as if it were in permanent position.

Unless otherwise directed in the Plans or by the Engineer, retain ownership of test piles that are pulled or cut off and provide areas for their disposal.

#### **455-6 Timber Piling.**

**455-6.1 Description:** Drive timber piles of the kind and dimensions specified in the Plans at the locations and to the elevations shown in the Plans, or as directed by the Engineer.

**455-6.2 Materials:** Meet the timber piling requirements of Section 953. Treat the piles according to the applicable provisions of Section 955. Treat all cuts and drilled holes in accordance with 470-3.

##### **455-6.3 Preparation for Driving:**

**455-6.3.1 Caps:** Protect the heads of timber piles during driving, using a cap of approved type, that will distribute the hammer blow over the entire cross-section of the pile. When necessary cut the head of the pile square before beginning pile driving.

**455-6.3.2 Collars:** Provide collars or bands to protect piles against splitting and brooming at no expense to the Department.

**455-6.3.3 Shoes:** Provide piles shod with metal shoes, of a design satisfactory to the Engineer, at no expense to the Department. Shape pile tips to receive the shoe and install according to the manufacturer's directions.

**455-6.4 Storage and Handling:** Store and handle piles in the manner necessary to avoid damage to the piling. Take special care to avoid breaking the surface of treated piles. Do not use cant dogs, hooks, or pike poles when handling and storing the piling.

**455-6.5 Cutting Off:** Saw off the tops of all timber piles at the elevation indicated in the Plans. Saw off piles which support timber caps to the exact plane of the superimposed structure so that they exactly fit. Withdraw and replace broken, split, or misplaced piles.

**455-6.6 Build-ups:** The Engineer will not permit splices or build-ups for timber piles. Extract piles driven below Plan elevation and drive a longer pile.

##### **455-6.7 Pile Heads:**

**455-6.7.1 Piles with Timber Caps:** On piles wider than the timber caps, dress off the part of the pile head projecting beyond the sides of the cap to a slope of 45 degrees. Coat the cut surface with the required preservative and then place a sheet of copper, with a weight of 10 ounces per square foot or greater, meeting the requirements of ASTM B370. Provide a cover measuring at least 4 inches more in each dimension greater than the diameter of the pile. Bend the cover down over the pile and fasten the edges with large head copper nails or three wraps of No. 12 copper wire.

**455-6.7.2 Fender and Bulkhead Piles:** Paint the heads of fender piles and of bulkhead piles with preservative and then cover with copper as provided above for piles supporting timber caps.

**455-7 Prestressed Concrete Piling.**

**455-7.1 Description:** Provide prestressed concrete piles that are manufactured, cured, and driven in accordance with the Contract Documents. Provide piles full length without splices when transported by barge or the pile length is less than or equal to 120 feet. When piles are transported by truck and the pile length exceeds 120 feet or the maximum length for a 3-point pick-up according to Standard Plans, Index 455-001, and splicing is desired, provide minimal splices. Include the cost of the splices in the cost of the pile.

**455-7.2 Manufacture:** Fabricate piles in accordance with Section 450. When embedded gauges will be used for dynamic load testing, supply and install in square prestressed concrete piles in accordance with Standard Plans Index 455-003. Ensure the embedded gauges are installed by personnel approved by the manufacturer.

**455-7.3 Storage and Handling:**

**455-7.3.1 Time of Driving Piles:** Drive prestressed concrete piles at any time after the concrete has been cured in accordance with Section 450, and the concrete compressive strength is equal to or greater than the specified 28 day compressive strength.

**455-7.3.2 Storage:** Support piles on adequate dunnage both in the prestress yard and at the job site in accordance with the locations shown in the Standard Plans to minimize undue bending stresses or creating a sweep or camber in the pile.

**455-7.3.3 Handling:** Handle and store piles in the manner necessary to eliminate the danger of fracture by impact or of undue bending stresses in handling or transporting the piles from the forms and into the leads. In general, lift concrete piles by means of a suitable bridge or slings attached to the pile at the locations shown in the Standard Plans. Construct slings used to handle piles of a fabric material or braided wire rope constructed of six or more wire ropes which will not mar the corners or the surface finish of the piles. Do not use chains to handle piles. During transport, support concrete piles at the lifting locations shown in the Standard Plans or fully support them throughout 80% or more of their length. In handling piles for use in salty or brackish water, exercise special care to avoid damaging the surface and corners of the pile. If an alternate transportation support arrangement is desired, submit calculations, signed and sealed by the Specialty Engineer, for approval by the Engineer prior to transporting the pile. Calculations must show that the pile can be transported without exceeding the bending moments calculated using the support locations shown in the Plans.

**455-7.4 Cracked Piles:** The Engineer will reject any pile that becomes cracked in handling to the point that a transverse or longitudinal crack extends through the pile, shows failure of the concrete as indicated by spalling of concrete on the main body of the pile adjacent to the crack, which in the opinion of the Engineer will not withstand driving stresses or becomes damaged during installation. The Engineer will not reject any pile for the occasional minor surface hairline cracking caused by shrinkage.

Do not drive piling with irreparable damage, which is defined as any cracks that extend through the pile cross-sectional area that are, or will be, below ground or water level at the end of driving. Remove and replace broken piles or piles cracked to the extent described above at no expense to the Department. The Engineer will accept cracks less than 0.005 inches which do not extend through the pile. Using approved methods, cut off and splice or build-up to cut-off elevation piles with cracks greater than 0.005 inches at the pile head or above ground or

water level, and piles with cracks above ground or water level which extend through the cross-sectional area of the pile. The Engineer may require correction of pile damage or pile cracks by cutting down the concrete to the plane of sound concrete below the crack and rebuilding it to cut-off elevation, or the Engineer may reject the pile. Extract and replace rejected piles that cannot be repaired, at no expense to the Department.

Take appropriate steps to prevent the occurrence of cracking, whether due to handling, transporting, or driving.

**455-7.5 Preparation for Transportation:** Cut strands flush with the surface of the concrete using an abrasive cutting blade before transporting the piles from the casting yard.

Cut and patch the metal lifting devices in accordance with 450-9.2.1.

**455-7.6 Method of Driving:** Unless otherwise directed, drive piles by a hammer or by means of a combination of water jets and hammer when jetting is allowed. When using jets in combination with a hammer, withdraw the jets and drive the pile by the hammer alone to secure final penetration and to rigidly fix the tip end of the pile. Keep jets in place if they are being used to continuously eliminate the soil resistance in the scour zone.

**455-7.7 Extensions and Build-ups Used to Increase Production Lengths:**

**455-7.7.1 General:** Where splices, extensions and build-ups for concrete piles are necessary, construct splices and build-ups in accordance with Standard Plans, Index 455-002 .

These requirements are not applicable to specially designed piling. Make splices for special pile designs as shown in the Plans.

**455-7.7.2 Extensions to be Driven or Those 21 feet or Longer:** Construct extensions to be driven or extensions 21 feet or longer in length in accordance with the details shown in the Plans and in a manner including the requirements, sequences, and procedures outlined below:

1. Cast a splice section in accordance with Section 450 with the dowel steel in the correct position and alignment.
2. Drill dowel holes using an approved steel template that will position and align the drill bit during drilling. Drill holes a minimum of 2 inches deeper than the length of the dowel to be inserted.
3. Clean the drilled dowel holes by inserting a high pressure air hose to the bottom of the hole and blowing the hole clean from the bottom upward. Eliminate any oil, dust, water, and other deleterious materials from the holes and the concrete surfaces to be joined.
4. Place forms around joints between the pile sections.
5. Mix the adhesive components in accordance with the manufacturer's directions. Do not mix sand or any other filler material with the epoxy components unless it is prepackaged by the manufacturer for this specific purpose. Use adhesives meeting the requirements of Section 926 for Type AB epoxy compounds.
6. After ensuring that all concrete surfaces are dry, fill the dowel holes with the adhesive material.
7. Insert the dowels of the spliced section into the adhesive filled holes of the bottom section and position the spliced section so that the axes of the two sections are in concentric alignment and the ends of the abutting sections are spaced 1/2 inches apart. The Contractor may use small steel spacers of the required thickness provided they have 3 inches or more of cover after completing the splice. Fill the space between the abutting sections completely with the adhesive.

8. Secure the spliced sections in alignment until the adhesive is cured in accordance with the manufacturer's directions for the time appropriate with the prevailing ambient temperatures. Do not utilize the crane to secure the pile extension during the adhesive cure time. Utilize alignment braces to maintain the proper pile alignment during the epoxy cure time.

9. After curing is completed, remove alignment braces and forms and clean and dress the spliced area to match the pile dimensions.

When dowel splices need to be driven, assist the Engineer in performing dynamic instrumentation during the driving of each dowel spliced pile to monitor and control the stresses and verify the splicing integrity. Replace any damaged pile splices in accordance with 455-3. Provide the Engineer 48 hours advance notification prior to driving spliced piles.

**455-7.7.3 Precast Reinforced Non-Drivable Build-ups less than 21 feet:**

Construct precast reinforced non-drivable build-ups less than 21 feet in accordance with the requirements of this Subarticle, Section 346, and Section 400. Provide the same material for the form surfaces for precast build-ups as was used to form the prestressed piles. Use concrete of the same mix as used in the prestressed pile and dimension the cross-section the same as piling being built up. Install build-ups as specified in 455-7.7.2(2) through 455-7.7.2(9). Apply to the build-ups the same surface treatment or sealant applied to the prestressed piles.

**455-7.8 Pre-Planned Splices:** Construct splices in accordance with the dowel splice method contained in the Standard Plans Indexes or using proprietary splices which are listed on the Department's Approved Product List (APL). Splice test piles in the same manner as the production piles. Include in the pile installation plan, the chosen method of splicing and the approximate locations of the splice. Generally, place the splice at approximately the midpoint between the estimated pile tip and the ground surface, considering scour if applicable. Stagger the splice location between adjacent piles by a minimum of 10 feet. Obtain the Engineer's approval prior to constructing any pile sections. Construct piles which are to be spliced using the dowel splice with preformed dowel holes in the bottom section and embedded dowels in the upper section.

When dowel splices need to be driven, assist the Engineer in performing dynamic instrumentation during the driving of each dowel spliced pile to monitor and control the stresses and verify the splicing integrity. Replace any damaged pile splices in accordance with 455-3. Provide the Engineer 48 hours advance notification prior to driving spliced piles.

Mechanical pile splices shall be capable of developing the following capacities in the pile section unless shown otherwise in the Plans and capable of being installed without damage to the pile or splice:

1. Compressive strength = (Pile Cross sectional area) x (28 day concrete strength)
2. Tensile Strength = (Pile Cross sectional area) x 900 psi

Table 455-1	
Pile Size (inches)	Bending Strength (kip-feet)
18	245
20	325
24	600
30	950

**455-7.9 Pile Cut-offs:** After the completion of driving, cut piles off which extend above the cut-off elevation with an abrasive saw. Make the cut the depth necessary to cleanly cut through the prestressed strands. Take ownership and dispose of cut-off sections not used elsewhere as allowed by this Section.

#### **455-8 Steel Piling.**

**455-8.1 Description:** Furnish, splice, drive, and cut off structural steel shapes to form bearing piles. Include in this work the preparation of a smooth and square pile top meeting the requirements of ASTM A252 or API 5L prior to driving, installation of structural steel bracing by bolting or welding, construction of splices and the filling of pipe piles with the specified materials in 455-8.9.

**455-8.2 Material:** For the material in steel piles, pile bracing, scabs, wedges, and splices, meet the requirements of Section 962.

**455-8.3 Pile Splices:** Order and use the full authorized pile length where practicable. Do not splice to obtain authorized lengths less than 40 feet except when shown in the Plans. Locate all splices in the authorized pile length in portions of the pile expected to be at least 15 feet below the final ground surface after driving. When it is not practicable to provide authorized pile lengths longer than 40 feet in a single length, use no more than one field splice per additional 40 feet of authorized pile length. Shop splices may be used to join single lengths of pile which are at least 20 feet in length. One shorter segment of pile may be used to achieve the authorized pile length when needed.

Where the pile length authorized is not sufficient to obtain the required bearing value or penetration, order an additional length of pile and splice it to the original length.

Make all splices in accordance with details shown in the Plans and in compliance with the general requirements of AWS D1.1 or American Petroleum Institute Specification 5L (API 5L).

**455-8.4 Welding:** Make all welded connections to steel piles by electric arc welding, in accordance with details shown in the Plans and in compliance with the general requirements of AWS D1.5. Electroslag welding is not permitted. Welds will be inspected by visual methods.

**455-8.5 Pile Heads and Tips:** Cut off all piles at the elevation shown in the Plans. If using a cutting torch, make the surface as smooth as practical.

Where foundation material is so dense that the Contractor cannot drive the pile to the required penetration and firmly seat it without danger of crumpling the tip, reinforce the tips with approved cast steel point protectors, as shown in the Plans or required by the Engineer. Construct point protectors in one piece of cast steel meeting the requirements of ASTM A27, Grade 65-35 heat treated to provide full bearing for the piles. Attach points by welding according to the recommendations of the manufacturer.

**455-8.6 Pile Bent Bracing Members:** Place structural steel sway and cross bracing, and all other steel tie bracing, on steel pile bents and bolt or weld in place as indicated in the Plans. Where piles are not driven into position in exact alignment as shown in the Plans, the Engineer may require the use of fills and shims between the bracing and the flanges of the pile. Furnish and place all fills and shims required to square and line up faces of flanges for cross bracing at no additional expense to the Department.

**455-8.7 Coating:** Coat exposed parts of steel piling, wedging, bracing, and splices in accordance with the provisions for coating structural steel as specified in Section 560.

**455-8.8 Storage and Handling:** While handling or transporting the piles from the point of origin and into the leads, store and handle in the manner necessary to avoid damage due to

bending stresses. In general, lift steel piles by means of a suitable bridge or a sling attached to the pile at appropriate points to prevent damage. Lift the pile from the horizontal position in a manner that will prevent damage due to bending of the flanges and/or web.

**455-8.9 Filling Pipe Piles:** Ensure closed-end pipe piles are watertight. When required by the Plans, fill pipe piles with the specified materials. Use clean concrete sands and concrete meeting the requirements of Section 346. Place concrete in open ended pipes containing water using methods in accordance with 455-15.9 with modified tremie and pump line sizes. Concrete may be placed directly into pipes which are dry. Construct and place reinforcement cages in accordance with 455-16 except the minimum number of spacers per level is three. Reinforcement cages may be installed before concrete placement or after concrete placement is completed if proper alignment and position is obtainable.

#### **455-9 Sheet Piling.**

**455-9.1 Description:** Leave permanent piling in place as part of the finished work and remove temporary piling after each construction phase unless otherwise authorized by the Engineer.

**455-9.2 Materials:** Meet the following requirements:

Concrete .....	Section 346
Bar Reinforcement .....	Section 931
Prestressing Reinforcement .....	Section 933
Steel Sheet Piles* .....	Section 962

\*For temporary steel sheet piles meet the requirements specified in the Plans.

**455-9.3 Steel Sheet Piling:** Drive or press-in steel sheet piling and cut off true to line and grade. Install steel sheet piling with a suitable hammer or press-in machine. Remove and replace any section damaged during handling and installation at no additional expense to the Department.

**455-9.3.1 Method of Installation:** Where rock or strong material is encountered such that the sheet piles cannot be set to grade by driving or press-in method, remove the strong material by other acceptable means, such as excavation and backfilling, drilling or by punching. Punching is not allowed where the press-in method is required. When the Plans do not indicate the existence of rock or strong material, work of removing, drilling or punching the strong material or rock will be paid for as Unforeseeable Work.

#### **455-9.4 Concrete Sheet Piling:**

**455-9.4.1 Description:** Ensure that concrete sheet piling is of prestressed concrete construction and manufactured, cured, and installed in accordance with the requirements of the Contract Documents.

**455-9.4.2 Manufacture of Piles:** Ensure that the piles are fabricated in accordance with Section 450.

**455-9.4.3 Method of Installation:** Jet concrete sheet piling to grade where practical. The Engineer will require a minimum of two jets. Provide water at the nozzles of sufficient volume and pressure to freely erode material adjacent to the piles. Where encountering rock or strong material, such that the sheet piles cannot be set to grade by jetting, remove the strong materials by other acceptable means, such as excavation and backfilling, drilling or by punching with a suitable punch. When the Plans do not indicate the existence of rock or strong material and the piles cannot be set by jetting, the Department will pay for the work of removing, drilling or punching the strong material or rock as Unforeseeable Work.

**455-9.4.4 Grouting and Caulking:** Concrete sheet piles are generally detailed to have tongues and grooves on their lower ends, and double grooves on their upper ends. Where so detailed, after installation, clean the grooves of all sand, mud, or debris, and fully grout the grooves. Use approved plastic bags (sheaths) which will meet the shape and length of the groove to be grouted to contain the plastic grout within the double grooves. Provide grout composed of one part cement and two parts sand. Use clean A-3 sand or sand meeting the requirements of Section 902 in this grout. In lieu of sand-cement grout, the Contractor may use concrete meeting the requirements of Section 347, using small gravel or crushed stone coarse aggregate. Deposit the grout through a grout pipe placed within a watertight plastic sheath (bag) extending the full depth of the double grooves and which, when filled, completely fills the slot formed by the double grooves.

**455-9.5 Storage and Handling:** Handle and store all sheet piles in a manner to prevent damage. Handle long sheet piles with fabric slings or braided wire rope constructed of six or more wire ropes placed at appropriate lift points to prevent damage due to excessive bending.

#### **455-10 Pile Installation Plan.**

**455-10.1 General:** Submit the completed Pile Driving Installation Plan Form (Form No. 700-020-01) with the following information at the preconstruction conference or no later than 30 days before driving the first pile.

1. List and size of proposed equipment including cranes, barges, driving equipment, press-in equipment, jetting equipment, compressors, and preformed pile hole equipment. Include manufacturer's data sheets on hammers and press-in equipment.
2. Methods to determine hammer energy in the field for determination of pile capacity. Include in the submittal necessary charts and recent calibrations for any pressure measuring equipment.
3. Detailed drawings of any proposed followers.
4. Detailed drawings of templates.
5. Details of proposed load test equipment and procedures, including recent calibrations of jacks and required load cells.
6. Sequence of driving of piles for each different configuration of pile layout.
7. Details of proposed features and procedures for protection of existing structures.
8. Proposed plan for monitoring settlements and vibrations of adjacent structures, identifying the proposed equipment, the structures and the specific points that will be monitored.
9. Required shop drawings for piles, cofferdams, etc.
10. Methods and equipment proposed to prevent displacement of piles during placement and compaction of fill within 15 feet of the piles.
11. Methods to prevent deflection of battered piles due to their own weight and to maintain their as-driven position until casting of the pile cap is complete.
12. Proposed pile splice locations and details of any proprietary splices anticipated to be used.
13. Methods and equipment proposed to prevent damage to voided or cylinder piles due to interior water pressure.

Notify the Engineer of any test pile driving and production pile driving at least one week prior to beginning the installation operations of any pile.

**455-10.2 Acceptance of Equipment and Procedures:** All equipment and procedures are subject to satisfactory field performance. Make any required changes to correct unsatisfactory field performance. The Engineer will give final acceptance after the Contractor makes necessary modifications. Do not make any changes in the driving system after acceptance without authorization of the Engineer. A hammer repaired on site or removed from the site and returned is considered to have its performance altered (efficiency increased or decreased), which is considered a change in the driving system and is subject to a dynamic load test in accordance with 455-5.14 at no additional compensation.

**455-11 Method of Measurement (All Piling).**

**455-11.1 General:** No adjustments in the length, in feet, of piling will be made if cut-offs are required after the pile has been driven to satisfactory bearing.

**455-11.2 Prestressed Concrete Piling:**

**455-11.2.1 Length:** The length of precast concrete piles will be considered as the overall length from head to tip. Final pay length will be based on the casting length as authorized in accordance with 455-5.15.3 subject to provisions of 455-11.2.3, 455-11.2.4, 455-11.8, 455-11.9, 455-11.12 and 455-11.13.

**455-11.2.2 Driving of Unplanned Epoxy-Bonded Dowel Splice:** If a pile is driven below cut-off and satisfactory bearing is not obtained, and additional driving is required after construction of a satisfactory splice, an additional 10 feet of piling will be paid for the additional driving. This compensation for driving of splice, however, will not be allowed for test piles that are spliced and redriven.

**455-11.2.3 Extracting Piles:** In the event that a pile is driven below cut-off without obtaining the required bearing, and the Engineer elects to have the pile extracted and a longer pile substituted, the pile will be paid for as Unforeseeable Work. In the event a pile is damaged or mislocated, and the damage or mislocation is determined to be the Department's responsibility, and the Engineer elects to have the pile extracted, the pile extraction will be paid for as Unforeseeable Work. If a replacement pile is required, compensation will be made under the item for piling, for both the original pile and replacement pile. Redriving of an extracted and undamaged pile will be paid for at 30% of the Contract unit price for piling.

The Contractor may substitute a longer pile in lieu of splicing and building-up a pile. In this event, the Contractor will be paid for the original authorized length of the pile, plus any additional length furnished by the Contractor up to the authorized length of the build-up, as piling. The Contractor will be paid 30 feet of piling as full compensation for extracting the original pile.

**455-11.2.4 Underwater Driving:** When the Contractor selects one of the optional underwater driving methods, payment will be made by selecting the applicable method from the following:

1. Using a pile longer than the authorized length: Measurement for piling will be made only for the authorized length at that location unless the length of pile from cut-off elevation to the final tip elevation is greater than the authorized length, in which case payment for piling will be made from cut-off elevation to final tip elevation. No payment will be made for pile splice, when this option is selected, unless the pile is physically spliced and the splice is driven below cut-off elevation to achieve bearing.

2. Using an underwater hammer or a pile follower: Measurement will be in accordance with 455-11.2.1.

### **455-11.3 Steel Piling:**

**455-11.3.1 Length:** The length of steel piles will be considered as the overall length from head to tip. Final pay length will be subject to provisions of 455-11.8, 455-11.9, 455-11.10, 455-11.12, and 455-11.13.

**455-11.3.2 Point Protectors:** The quantity to be paid for will be each for the total of point protectors authorized, furnished, and properly installed.

**455-11.4 Test Piles:** The quantity to be paid for of test piles of various types, will be the length, in feet, of test piling furnished, driven and accepted, according to the authorized length list, and any extensions thereof as approved by the Engineer.

Test piles left in place as permanent piles will be paid for only as test piling. Any extensions necessary to continue driving the pile for test purposes, as authorized by the Engineer, will be paid for as test piles. Other extensions of piles, additional length paid for splicing and build-ups will be included in the quantities of regular piling and will not be paid for as test piling.

**455-11.5 Dynamic Load Tests:** Payment will be based on the number of dynamic load tests shown in the Plans, authorized by the Engineer, or required in 455-5.12.7, completed and accepted in accordance with the Contract Documents. No separate payment will be made for dynamic load tests used to evaluate changes in the Contractor's driving equipment. No payment will be made for dynamic load tests used to evaluate the integrity of a pre-planned epoxy-bonded dowel splice. Include all costs associated with dynamically testing production piles with epoxy-bonded dowel splices under Pay Item No. 455-34. No payment will be made for dynamic load tests on test piles.

For structures with 100% dynamic testing, the cost of supplying and installing embedded gauges or attaching external gauges to each pile for dynamic load tests is included in the cost of the pile and no separate payment will be made.

For structures without 100% dynamic testing, the cost of supplying and installing embedded gauges or attaching external gauges to each production pile for dynamic load testing prior to initial driving, authorized by the Engineer, will be 20 feet of additional pile. No payment will be made for attaching dynamic testing equipment for set-checks or redrives. No payment will be made for dynamic load testing performed when driving using followers. No payment will be made for any dynamic load testing performed on temporary piles.

**455-11.6 Steel Sheet Piling:** The quantity to be paid for will be the plan quantity area, in square feet, measured from top of pile elevation to the bottom of pile elevation and beginning and end wall limits as shown in the Plans with no allowance for variable depth surface profiles. Approved alternate support structures would be paid for as plan quantity computed for sheet pile. Sheet piling used in cofferdams and to incorporate the Contractor's specific means and methods, and not ordered by the Engineer, will be paid for as required in Section 125.

**455-11.7 Concrete Sheet Piling:** The quantity to be paid for will be the product of the number of such piles satisfactorily completed, in place, times their lengths in feet as shown in the Plans or authorized by the Engineer. This quantity will be based upon piles 2-1/2 feet wide.

When the Engineer approves, the Contractor may furnish the concrete sheet piling in widths wider than shown in the Plans; then the number of piles shall be the actual number of units completed times the width used divided by the width in the Plans.

**455-11.8 Pile Splices:** The quantity to be paid for authorized drivable splices and build-ups greater than 5 feet in length in concrete piling, and test piling, which are made for the purpose of obtaining authorized pile lengths longer than shown as the maximum length in the

Standard Plans Indexes, for obtaining greater lengths than originally authorized by the Engineer, to incorporate test piling in the finished structure, for further driving of test piling, or for splices shown in the Plans, will be 30 feet of additional prestressed concrete piling under Pay Item No. 455-34.

For concrete piles and test piles, where the build-up is 5 feet or less in length, the quantity to be paid for will be 9 feet of prestressed concrete piling under Pay Item No. 455-34 as compensation for drilling and grouting the dowels and all other costs for which provision has not otherwise been made.

The quantity to be paid for authorized splices in steel piling and test piling, for the purpose of obtaining lengths longer than the lengths originally authorized by the Engineer, will be 20 feet of additional steel piling under Pay Item No. 455-35.

**455-11.9 Set-Checks and Redrives:**

**455-11.9.1 Set Checks/Test Piles:** There will be no separate payment for the initial four set-checks performed the day of and the working day following initial driving. For each additional set-check ordered by the Engineer and performed within the following working day of initial driving, an additional quantity of 10 feet of piling will be paid.

**455-11.9.2 Set Checks/Production Piles:** There will be no separate payment for the initial two set-checks performed the day of and the working day following initial driving. For each additional set-check ordered by the Engineer and performed within the following working day of initial driving, an additional quantity of 10 feet of piling will be paid.

**455-11.9.3 Redrives:** The quantity to be paid for will be the number of redrives, each, authorized by the Engineer. Payment for any pile redrive (test pile or production pile) ordered by the Engineer will consist of 20 feet of additional piling.

**455-11.10 Pile Extraction:** Piles authorized to be extracted by the Engineer and successfully extracted as provided in 455-11.2.3 will be paid for as described in 455-11.2.3. No payment for extraction will be made for piles shown in the Plans to be extracted or piling damaged or mislocated by the Contractor that are ordered to be extracted by the Engineer.

**455-11.11 Static Load Tests:** The quantity to be paid for will be the number of static load tests of the designated tonnages, each, as shown in the Plans or authorized by the Engineer, actually applied to piles, completed and accepted in accordance with the Plans and these Specifications.

**455-11.12 Preformed Pile Holes:** The quantity added to the payment for piling will be 30% of the length of completed preformed pile holes from existing surface or the bottom of any required excavation, whichever is lower, to the bottom of preformed hole acceptably provided, complete for the installation of the bearing piles, regardless of the type of pile (test pile or production pile) installed therein. Only those holes authorized to be paid for, as provided in 455-5.10.3, will be included in the measurement for payment. The Engineer will authorize payment for preformed pile holes only when the pile has been placed in proper position and has achieved the required penetration.

**455-11.13 Grouted Preformed Pile Holes:** The quantity added to the payment for piling will be 70% of the length of grouted preformed pile holes from the bottom of preformed hole acceptably provided to the required top of grouting, regardless of the type of pile (test pile or production pile) installed therein. Only those holes required to be grouted, will be included in the measurement for payment.

## **455-12 Basis of Payment (All Piling).**

**455-12.1 Treated Timber Piling:** Price and payment will be full compensation for labor, equipment, and materials required for furnishing, pile marking and installing all materials, including collars, metal shoes, copper cover sheets, preservatives and tar, and for wrapping pile clusters with wire cable, where so shown in the Plans.

**455-12.2 Prestressed Concrete Piling:** Price and payment will be full compensation for all labor, equipment, and materials required for furnishing, pile marking and installing all reinforcing steel, predrilled holes, furnishing the material for and wrapping pile clusters with wire cable where so shown in the Plans and grouting of preformed pile holes when shown in the Plans.

**455-12.3 Steel Piling:** Price and payment will be full compensation for all labor, equipment, and materials required for furnishing, marking, and installing steel piling, including welding and painting as specified and the cost of predrilling pile holes described in 455-5.1. The cost of any concrete fill and reinforcing steel in pipe piles will be included in the price for steel piling.

Bracing and other metal parts attached to or forming a part of piling or bracing and not otherwise classified, will be measured and paid for as provided in Section 460.

**455-12.4 Test Piles:** Price and payment will be full compensation for all incidentals necessary to complete all the work of this item except splices, build-ups, pile extractions and preformed pile holes authorized by the Engineer and paid for under other pay items or payment methods. The cost of all additional work not listed above necessary to ensure required penetration and attain required bearing of the test piles will be included in the price bid per foot of test pile, including driving and all other related costs.

### **455-12.5 Dynamic Load Tests:**

**455-12.5.1 Dynamic Load Tests/ Test Piles:** All test piles will require dynamic load tests. Include all costs associated with assisting the Engineer in performing the dynamic load tests in the pay items for test piles.

**455-12.5.2 Dynamic Load Tests/ Production Piles:** Payment will be full compensation for all costs associated with assisting the Engineer in performing the dynamic load tests.

### **455-12.6 Steel Sheet Piling:**

**455-12.6.1 Permanent Sheet Piling:** Price and payment will be full compensation for all labor, equipment, and materials required for furnishing and installing steel sheet piling including preformed holes and coating, but will not include furnishing and placing anchors when an anchored wall system is designed and detailed in the Plans. In such cases, furnishing and installing anchors will be paid for separately.

**455-12.6.2 Temporary Sheet Piling:** For critical temporary steel sheet pile walls, walls which are necessary to maintain the safety of the traveling public or structural integrity of nearby structures, roadways and utilities during construction, that are detailed in the Plans, price and payment will be full compensation for all labor, equipment, and materials required for furnishing and installing steel sheet piling including preformed holes when shown in the Plans, and including wales, anchor bars, dead men, soil anchors, proof tests, performance tests, creep tests, and other incidental items when an anchored wall system is required. Removal of the sheet piling, anchors, and incidentals will be included in the cost per square foot for steel sheet piling (critical temporary). When the temporary steel sheet pile walls are not detailed in the Plans, the cost of furnishing and installation shall be incidental to cost of other related items and

no separate payment shall be made. If the wall is not shown in the Plans, but deemed to be critical as determined by the Engineer, then a design shall be furnished by the Department and paid for separately under steel sheet piling (critical temporary).

**455-12.7 Concrete Sheet Piling:** Price and payment will be full compensation for all labor, equipment, and materials required for furnishing and installing concrete sheet piling, including reinforcing steel, grouting, filter fabric, preformed holes and installation.

**455-12.8 Preformed Pile Holes:** There is no separate pay item for preformed pile holes. Payment will be made as the unit price for piling of the applicable pile type. Payment will be full compensation for all labor, equipment, casings and materials required to perform this work.

**455-12.9 Point Protectors:** Price and payment will be full compensation for all labor, equipment, and materials required for furnishing and installing point protectors.

**455-12.10 Static Load Tests:** Price and payment will be full compensation for all labor, equipment, and incidentals required to perform this work, including instrumentation, data collection and professional services to prepare the report.

**455-12.11 Pile Cut-Off:** Anticipate all piles will require cutting-off, and include all costs associated with pile cut-off in the pay items for piling.

**455-12.12 Payment Items:** Payment will be made under:

Item No. 455- 2-	Treated Timber Piling - per foot.
Item No. 455- 14-	Concrete Sheet Piling - per foot.
Item No. 455- 34-	Prestressed Concrete Piling - per foot.
Item No. 455- 35-	Steel Piling - per foot.
Item No. 455- 36-	Concrete Cylinder Piling - per foot.
Item No. 455-119-	Test Loads - each.
Item No. 455-120-	Point Protection - each.
Item No. 455-133-	Sheet Piling - per square foot.
Item No. 455-143-	Test Piles (Prestressed Concrete) - per foot.
Item No. 455-144-	Test Piles (Steel) - per foot.
Item No. 455-145-	Test Piles (Concrete Cylinder) - per foot.

## **PART 4— SUPPLEMENTAL SPECIFICATIONS**

## **SUPPLEMENTAL SPECIFICATIONS**

1. The Taylor County Board of County Commissioners is addressing subsidence along a portion of San Pedro Road under the Taylor County Secondary Road Improvement Program. The roadway and shoulder subsidence will be addressed by installing 200 LF of Sheet Pile wall along a portion of San Pedro Rd in an effort to stabilize effects from an apparent adjacent underlying karst feature. Improvements will also include roadway reconstruction and restoration as well as roadside protective devices, as more fully detailed in the project plans and specifications.
2. This project shall be completed in accordance with "Florida Department of Transportation (FDOT) Standard Plans for Road and Bridge Construction", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended or supplemented by these specifications, plans and Contract documents. In the event of conflicting provisions within the contract documents, the more restrictive requirement or provision as determined by the County shall prevail and be binding.
3. FDOT MODIFICATIONS - When "FDOT Standard Plans for Road and Bridge Construction" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Standard Plans for Road and Bridge Construction" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
4. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
5. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
6. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation FDOT Standard Plans for Road and Bridge Construction, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
7. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference points shall be installed and documentation provided to the County upon project completion.

8. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
9. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements. All asphalt testing shall be based on a 2,000 ton Lot size.
10. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
11. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
12. LIMEROCK BASE: There shall be no adjustment or extra payment for additional width or thickness of base material.
13. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. AEP is the preferred Prime material. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Unless otherwise authorized, NTSS-1hm, Trackless Tack, will not be permitted as a prime material. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.
14. Correct all Asphalt areas in accordance with FDOT Standard Specification 330-9.5 that are beyond +/-10% of the Target Asphalt Spread Rate, Outside Table 330-3 Cross Slope Tolerances or beyond +/- 3/16" (H/L) as measured by the rolling Straight Edge.
15. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
16. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.
17. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
18. Unless noted otherwise, all D3 Street name signage shall be no less than an 8 inch high sign with 6 inch uppercase and 4 1/2 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border. Bottom D3 sign shall be post mounted.
19. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

## PART 5 – DRAWINGS (BOUND SEPARATELY)

CALL 2 BUSINESS  
DAYS BEFORE  
YOU DIG  
IT'S THE LAW!  
DIAL 811

811

Know what's below.  
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

TAYLOR COUNTY  
BOARD OF COMMISSIONERS

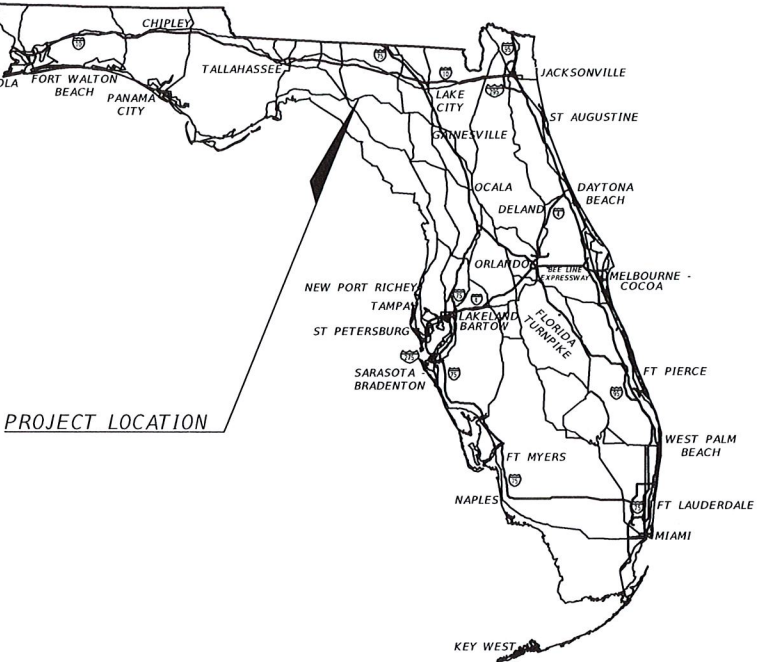
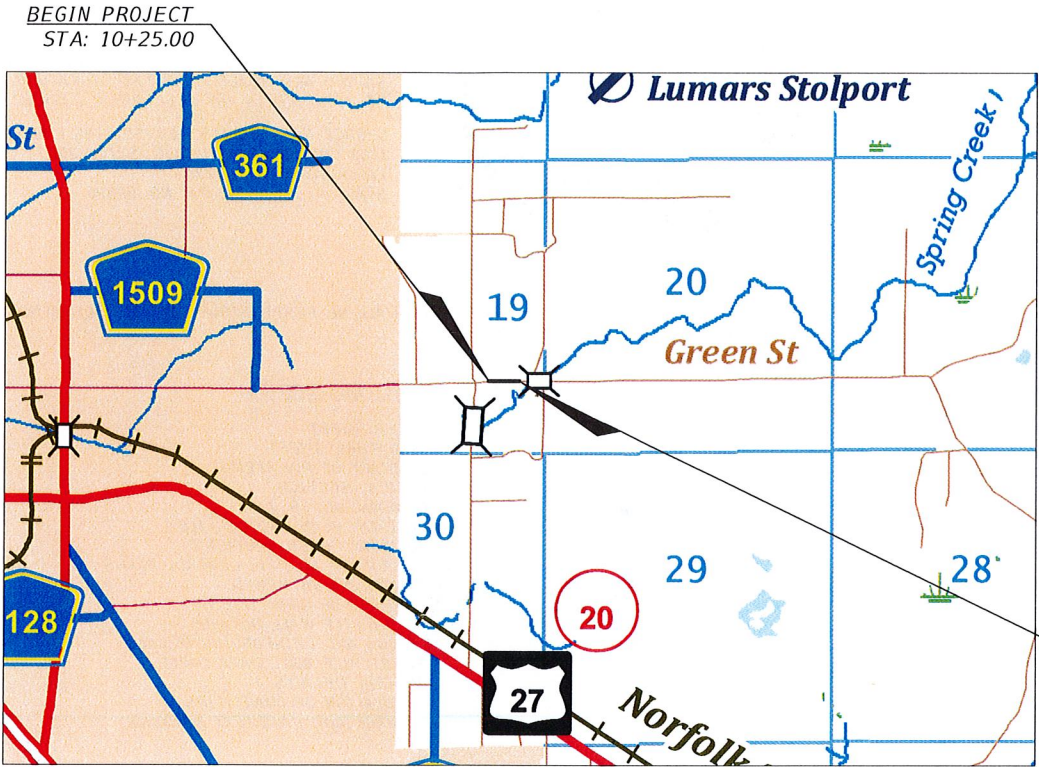
SAN PEDRO ROAD  
RETAINING WALL  
PROJECT PLANS

FINANCIAL PROJECT ID: N/A

TAYLOR COUNTY

STATE PROJECT NO. 2016-011-ENG

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	SIGNATURE SHEET
3-4	SUMMARY OF PAY ITEMS
5	TYPICAL SECTION
6/6A	GENERAL NOTES
7	ROADWAY PLAN AND PROFILE
8-16	ROADWAY CROSS SECTIONS
17	TEMPORARY TRAFFIC CONTROL PLANS
18	UTILITY ADJUSTMENTS
SQ-1 - SQ-3	SUMMARY OF QUANTITIES
BW-1	SHEET PILE WALL DETAILS
BW-2	COPING AND REINFORCING DETAILS
BW-3	SHEET PILE WALL DATA TABLE
BW-4	SPECIAL DETAILS
S-1	TABULATION OF QUANTITIES
S-2	SIGNAGE AND PAVEMENT MARKING



GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY 2023-24  
Standard plans for Road and Bridge Construction and  
applicable Interim Revisions (Irs).

Standard Plans for Road Construction and associated Irs  
are available at the following website:  
<http://www.fdot.gov/design/Standardplans.shtm>

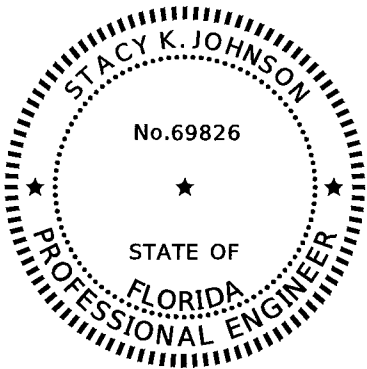
GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, FY 2023-24  
Standard Specifications for Road and Bridge  
Construction at the following website:  
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

ENGINEER OF RECORD:  
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P.E. NO.: 69826  
GEORGE & ASSOCIATES CONSULTING ENGINEERS, INC  
1967 COMMONWEALTH LANE, SUITE 200  
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(850) 521-0344  
VENDOR NO.: 593477859  
CERTIFICATE OF AUTHORIZATION NO.: 7879

TAYLOR COUNTY ENGINEER  
KENNETH DUDLEY, P.E.

FINAL PLANS SUBMITTAL  
OCTOBER 5, 2023

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	2023	1



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Stacy K Johnson  
Digitally signed by Stacy K Johnson  
Date: 2023.10.05 16:58:35 -04'00'  
ON THE DATE ADJACENT TO THE SEAL PRINTED

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GEORGE & ASSOCIATES CONSULTING ENGINEERS, INC.  
1967 COMMONWEALTH LANE, SUITE 200  
TALLAHASSEE, FL 32303  
STACY K. JOHNSON, P.E. NO. 69826

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61615-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
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2	SIGNATURE SHEET
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5	TYPICAL SECTION
6/6A	GENERAL NOTES
7	ROADWAY PLAN AND PROFILE
8-16	ROADWAY CROSS SECTIONS
17	TEMPORARY TRAFFIC CONTROL PLANS
18	UTILITY ADJUSTMENTS
SQ-1 - SQ-3	SUMMARY OF QUANTITIES
BW-1	SHEET PILE WALL DETAILS
BW-2	COPING AND REINFORCING DETAILS
BW-3	SHEET PILE WALL DATA TABLE
BW-4	SPECIAL DETAILS
S-1	TABULATION OF QUANTITIES
S-2	SIGNAGE AND PAVEMENT MARKING

REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
----	-----				ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 356	TAYLOR			2

TAYLOR COUNTY PROPOSAL SUMMARY OF PAY ITEMS FOR PROPOSAL: San Pedro Road						
LEAD PROJECT:				COUNTY/SECTION:		
PROJECT(S):				COUNTY: TAYLOR		
0001 SUMMARY OF ROADWAY						
SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT		QUANTITY TOTAL
		0101-1	MOBILIZATION	LS	1.000	1.000
		0102-1	MAINTENANCE OF TRAFFIC	LS	1.000	1.000
		0104-10-3	SEDIMENT BARRIER	LF	73	73
		0104-11	FLOATING TURBIDITY BARRIER	LF	178	178
		0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	98	98
		0120-1	REGULAR EXCAVATION	CY	459.9	459.9
		0120-6	EMBANKMENT	CY	260.2	260.2
		0145-2	GEOSYNTHETIC REINFORCED FOUNDATIONS OVER SOFT SOILS	SY	293	293
		0160-4	TYPE B STABILIZATION	SY	99	99
		0285-711	OPTIONAL BASE, BASE GROUP 11	SY	597	597
		0286-1	TURNOUT CONSTRUCTION/DRIVEWAY BASE - OPTIONAL MATERIALS	SY	99	99
		0327-70-5	MILLING EXIST ASPH PAVT, 2" AVG DEPTH	SY	437	437
		0327-70-7	MILLING EXIST ASPH PAVT, 4" AVG DEPTH	SY	506	506
		0334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	70.4	70.4
		0337-7-82	ASPHALT CONC. FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	113.8	113.8
		0536-1-0	GUARDRAIL-ROADWAY, GENERAL/LOW SPEED TL-2	LF	25	25
		0536-73	GUARDRAIL REMOVAL	LF	39	39
		0538-1	GUARDRAIL RESET	LF	264	264
		0570-1-2	PERFORMANCE TURF, SOD	SY	230	230

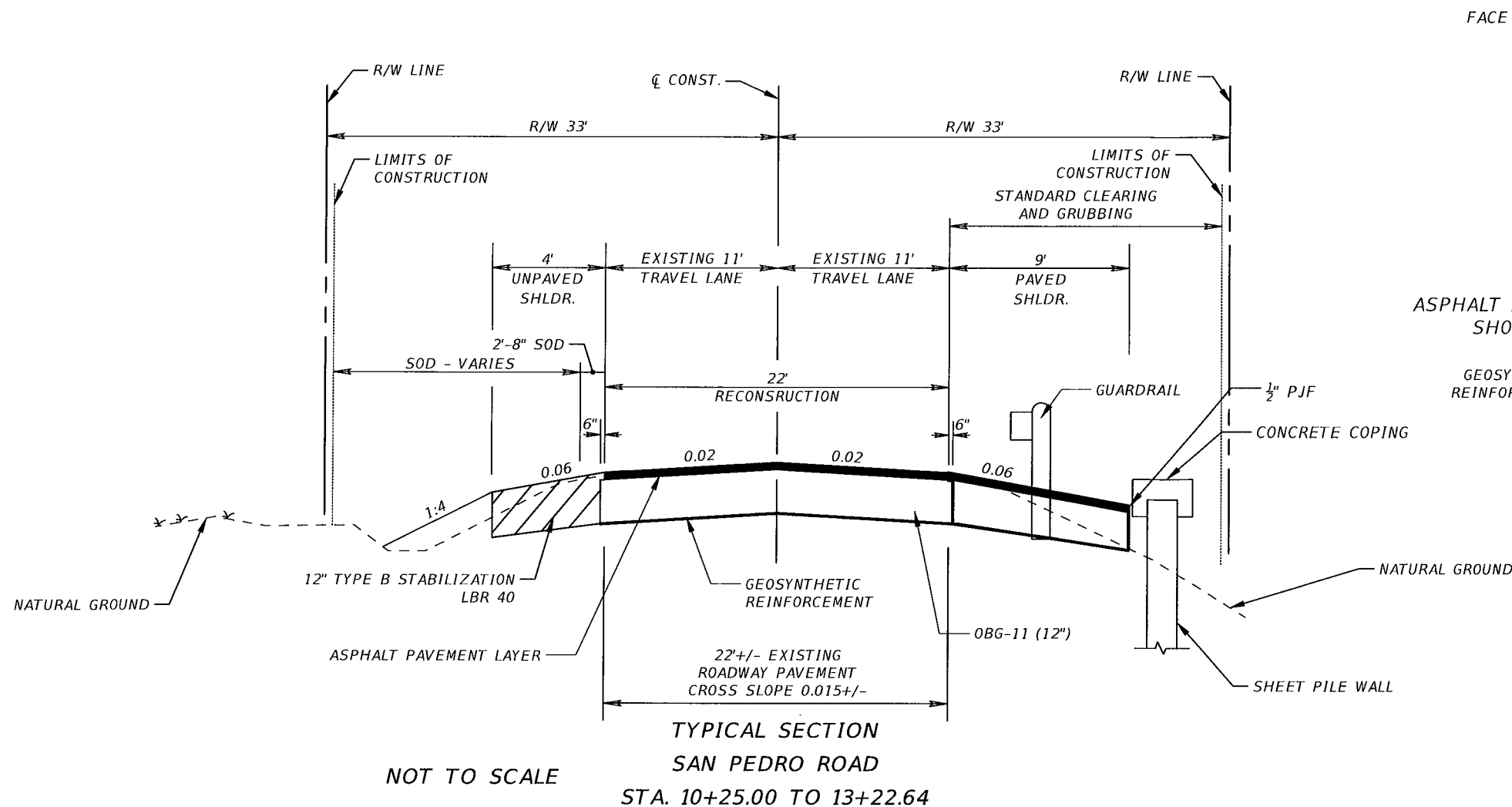
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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TAYLOR COUNTY PROPOSAL SUMMARY OF PAY ITEMS FOR PROPOSAL: San Pedro Road						
LEAD PROJECT:				COUNTY/SECTION:		
PROJECT(S):				COUNTY: TAYLOR		
0002 SUMMARY OF STRUCTURES						
SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT		QUANTITY TOTAL
		0400-2-11	CONCRETE CLASS II, RETAINING WALLS	CY	31.0	31.0
		0415-1-3	REINFORCING STEEL, RETAINING WALL	LB	1361	1361
		0455-133-3	SHEET PILING STEEL, F&I PERMANENT	SF	4950	4950
		0530-3-3	RIPRAP - RUBBLE, BANK AND SHORE	TN	20.2	20.2
		0530-74	BEDDING STONE	TN	7.2	7.2

TAYLOR COUNTY PROPOSAL SUMMARY OF PAY ITEMS FOR PROPOSAL: San Pedro Road						
LEAD PROJECT:					COUNTY/SECTION:	
PROJECT(S):					COUNTY: TAYLOR	
0003 SUMMARY OF SIGNAGE AND PAVEMENT MARKINGS						
SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT		QUANTITY TOTAL
		0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	1
		0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	16	16
		0711-16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE SOLID, 6"	GM	0.113	0.113
		0711-16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW SOLID, 6"	GM	0.113	0.113

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DATE	DESCRIPTION	DATE	DESCRIPTION						
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					CR-356	TAYLOR			4

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



**NOTE:**  
SOD/TURF TO LIMITS OF CONSTRUCTION  
GUARDRAIL RESET PER FDOT STANDARD INDEX 536-001

### ROADWAY & PAVED SHOULDER RECONSTRUCTION

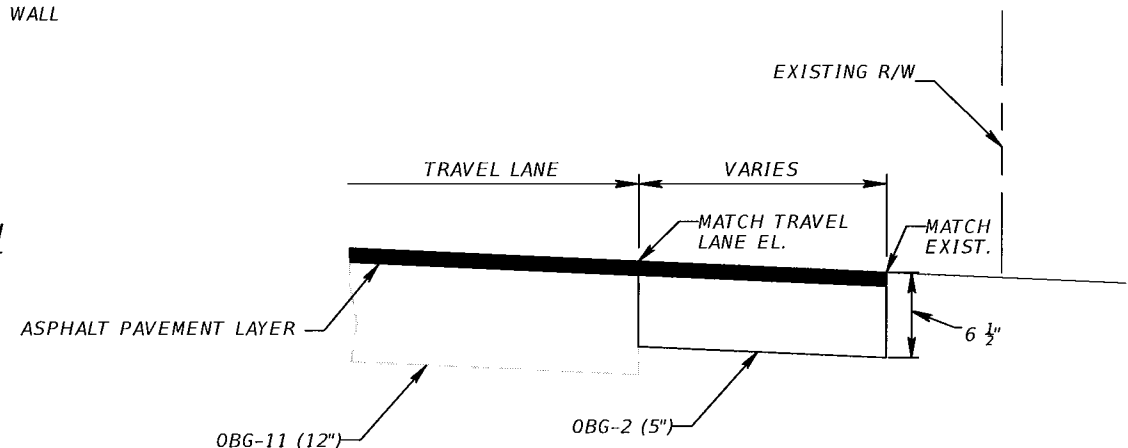
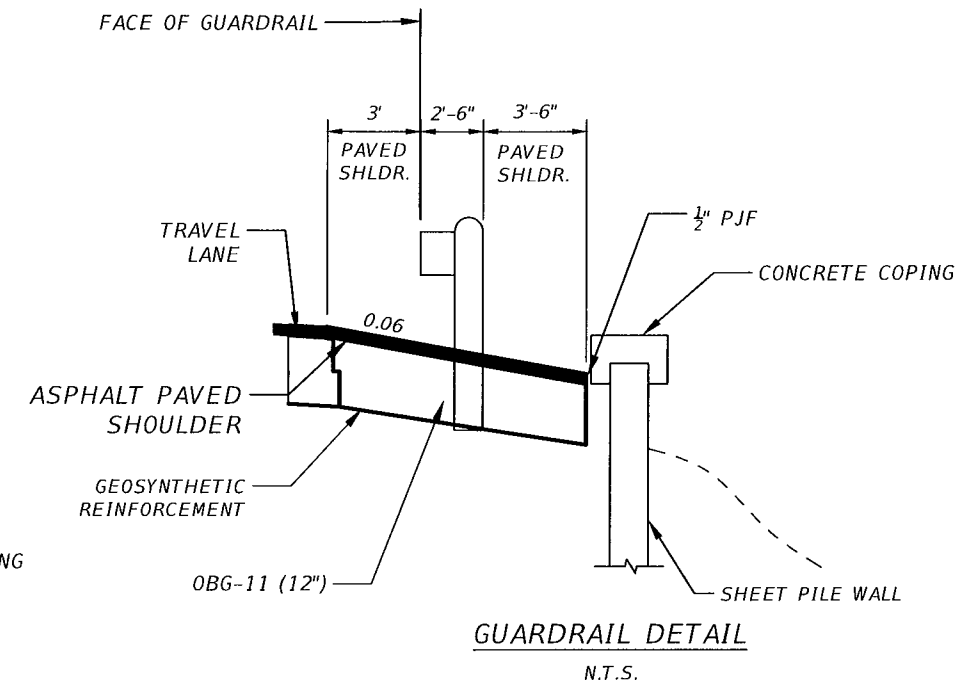
OPTIONAL BASE GROUP 11 (12")  
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")  
FC-9.5 WITH PG76-22 BINDER (TRAFFIC C) (2")

### MILLING TRAVEL LANES

MILL EXISTING ASPHALT PAVEMENT (2" AVG. DEPTH)

### RESURFACING TRAVEL LANES

FC-9.5 WITH PG 76-22 BINDER (TRAFFIC C) (2")



OPTIONAL BASE GROUP 2 (5")  
TYPE SP STRUCTURAL COURSE (TRAFFIC C) 1 1/2"  
(CONTRACTOR SHALL UTILIZE FDOT INDEX 330-001)

NOTE: STATIC COMPACTION ONLY

### TRAFFIC DATA

CURRENT YEAR = 2023 AADT = 1200  
ESTIMATED OPENING YEAR = 2024 AADT = 1212  
ESTIMATED DESIGN YEAR = 2044 AADT = 1479  
K = % D = % T = 1.4% (24 HOUR)  
DESIGN HOUR T = N/A  
DESIGN SPEED = 45 MPH  
POSTED SPEED = 45 MPH  
CLEAR ZONE = 14 FT.  
STOPPING SIGHT DISTANCE = 360 FT.  
PASSING SIGHT DISTANCE = 700 FT.

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
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GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:  
STEVEN STINSON  
P.S.M. NO: 6413  
S. STINSON & ASSOCIATES, INC.  
147 JOHNNY RD.  
LAMONT, FL 32336  
CERTIFICATE OF AUTHORIZATION: 5457
3. ALL ROADWAY AND DRAINAGE LAYOUT, CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DEPARTMENT WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
5. EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED, PROJECT CONTROL SHALL BE REINSTALLED AT COMPLETION OF THE PROJECT.
6. THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL ENCOUNTERED AND SHALL BACKFILL WITH CLEAN SUITABLE FILL MEETING FDOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT INDEX 120-001 & 12-002.
7. ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FDOT INDEX 120-001 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DEPARTMENT.
8. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCEPTABLE TO THE COUNTY ENGINEERING DEPARTMENT. NO MATERIAL IS TO BE WIND-ROWED ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO LAWFULLY REMOVE, TRANSPORT AND DISPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UTILIZED TO THE FULLEST EXTENT POSSIBLE. REMAINING FILL SHALL, AT COUNTY'S OPTION, BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNDAMAGED GUARDRAIL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 828-3529.
10. ALL DISTURBED AREAS SHALL BE STABILIZED BY PERFORMANCE TURF AND SOD. (SEE TYPICAL ROADWAY MODIFICATION SECTION FOR SOD LOCATIONS)
11. ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, PRIME MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY MEANS, METHODS, SURVEYING AND MOT SHALL BE INCLUDED IN BID PRICE(S). OMISSIONS BY CONTRACTOR WILL NOT SERVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.
12. CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FDOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON THE RELEVANT PHASE OF THE PROJECT.
13. TYPE SP AND FC ASPHALTIC CONCRETE TO BE PLACED WITH MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE & LONGITUDINAL SCREED CONTROLS.
14. PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE ROADWAY ARE TO BE CONSTRUCTED ON A 1:600 RATIO. FURTHER, WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR Crossover, THE CONTRACTOR SHALL INSTALL AND MAINTAIN A SUFFICIENT (2.0 FT MINIMUM) ASPHALT WEDGE OR MILLED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET, TURNOUT, OR Crossover TO THE PROJECT UNTIL FINAL SURFACE INSTALLATION.
15. ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DEPARTMENT OR THE AUTHORIZED REPRESENTATION.
16. CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ADJACENT PROPERTIES, EXISTING STRUCTURES OR FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
17. WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION, INDEX SERIES 102-600, THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. NONCOMPLIANCE WITH THESE STANDARDS WILL SERVE AS JUST CAUSE FOR STOPPING WORK AT NO EXPENSE TO OWNER.
18. THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DEPARTMENT PRIOR TO THEIR IMPLEMENTATION.

19. SEE TEMPORARY TRAFFIC CONTROL PLANS FOR CONSTRUCTION PHASING.
20. THE LOCATION OF UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh and Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THOSE POINTS HAVE NOT BEEN VERIFIED.
21. UTILITY/AGENCY OWNERS                      COMPANY    CONTACT    TELEPHONE NUMBERS  
  
CENTURYLINK/LUMEN    NETWORK RELATIONS    877-366-8344  
CITY OF PERRY    DANIELLE ONDASH    850-584-7161  
CONSOLIDATED COMMUNICATION    TRAVIS BURGE    850-229-7338  
DUKE ENERGY    JESSE PARKER    850-869-9261  
FLORIDA GAS TRANSMISSION COMPANY    JOSEPH SANCHEZ    407-838-7171  
MCI/VERIZON    MARVIN FISHER    904-687-6051

STRUCTURES NOTES

- DESIGN SPECIFICATIONS:
1. FDOT STRUCTURES MANUAL DATED 2023.
2. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LOAD AND RESISTANCE FACTOR (LRFD) BRIDGE DESIGN SPECIFICATIONS 9TH EDITION AND APPROVED INTERIMS AS SPECIFIED IN THE STRUCTURES DESIGN GUIDELINES.
3. FDOT DESIGN MANUAL DATED JANUARY 2023.

- VERTICAL DATUM:
1. VERTICAL DATUM USED IS NAVD 88.

- ENVIRONMENT:
- SUBSTRUCTURE STEEL:    SLIGHTLY AGGRESSIVE

- DESIGN METHODOLOGY:
1. LOAD AND RESISTANCE FACTOR DESIGN (LRFD) METHOD USING STRENGTH AND SERVICE LIMIT STATES.
2. REDUNDANCY FACTOR = 1.0
3. OPERATIONAL IMPORTANCE FACTOR = 1.0

- STRUCTURAL ANALYSIS PROGRAMS:
1. SPW911, VERSION 2.4

- DESIGN LOADINGS:
1. LIVE LOADS: HL-93 WITH DYNAMIC LOAD ALLOWANCE
2. DEAD LOADS:  
REINFORCED CONCRETE                      150 PCF
3. UTILITIES: NO ALLOWANCE FOR UTILITY LOADS HAS BEEN INCLUDED IN THE DESIGN.

- PLAN DIMENSIONS:
- ALL DIMENSIONS IN THESE PLANS ARE MEASURED IN FEET, EITHER HORIZONTALLY OR VERTICALLY, UNLESS OTHERWISE NOTED.

- MATERIALS:
1. REINFORCING STEEL: GRADE 60 CARBON STEEL PER SPECIFICATIONS SECTION 931.
2. CONCRETE: CLASS II, MIN. 28-DAY COMPRESSIVE STRENGTH (PSI)
3. CONCRETE COVER: 4" (CONCRETE COVER DIMENSIONS SHOWN IN THE PLANS DO NOT INCLUDE PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE SPECIFICATIONS SECTION 415 FOR ALLOWABLE TOLERANCES. ALL DIMENSIONS PERTAINING TO THE LOCATION OF REINFORCING STEEL ARE TO THE CENTERLINE OF BAR EXCEPT WHERE CLEAR DIMENSION IS NOTED TO FACE OF CONCRETE.)

- JOINTS IN CONCRETE:
- CONSTRUCTION JOINTS WILL BE PERMITTED ONLY AT THE LOCATIONS INDICATED IN THE PLANS. ADDITIONAL CONSTRUCTION JOINTS OR ALTERCATIONS TO THOSE SHOWN SHALL REQUIRE APPROVAL OF THE ENGINEER.

PAY ITEM NOTES

1. PAY ITEM 102-1 SHALL INCLUDE THE COST OF WORK ZONE SIGNS.
2. PAY ITEM 110-4-10 SHALL INCLUDE THE COST OF EXCAVATION AND REMOVAL OF EXISTING CONCRETE WALL IN ITS ENTIRETY; SELECT BACKFILL, COMPACTION AND TESTING.
3. PAY ITEM 400-2-11 SHALL INCLUDE THE COST OF ½" PREFORMED JOINT FILLER (PJF) PLACED BETWEEN THE FACE OF THE CONCRETE COPING AND SHOULDER ASPHALT, AS SHOWN IN THE TYPICAL SECTION DETAILS.
4. PAY ITEM 0455-133-3 SHALL INCLUDE THE COST OF CLEARING AND GRUBBING AND TREE LIMBING. IT IS ANTICIPATED THAT CONTRACTOR WILL NEED TO LIMB EXISTING TREES. CONTRACTOR TO MINIMIZE IMPACTS TO EXISTING VEGETATED SLOPE AND EXISTING TREES TO THE EXTENT POSSIBLE.

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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TESTING REQUIREMENTS

1. ALL TESTING SHALL BE PERFORMED BY A LICENSED /CERTIFIED LABORATORY. UPON SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION.
2. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING DEPARTMENT. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.
3. THE COUNTY ENGINEERING DEPARTMENT SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERTINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CULVERT INSTALLATIONS AND OTHERS AS REQUIRED FOR APPROVAL.
4. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER 1000 FT OF ROADWAY, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 40, NO UNDER TOLERANCE PERMITTED.
5. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SHOULDER AT A FREQUENCY OF ONE TEST PER 2000 FT, OR AT A MINIMUM OF TWO TESTS PER SIDE OF ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 30, NO UNDER TOLERANCE PERMITTED.
6. IN-PLACE THICKNESS OF EACH COURSE OF A STABILIZED SUBGRADE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
7. PERFORM COMPACTION TESTING FOR STABILIZED SUBGRADE AN FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TEST PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
8. PERFORM MODIFIED PROCTOR TESTING FOR BASE COURSE AND FILL AS A FREQUENCY OF ONE TEST PER LIFT PER 4,000 FT OF ROADWAY, OR AT A MINIMUM OF ONE TEST PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
9. PERFORM COMPACTION TESTING FOR BASE COURSE AND FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
10. IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. CORRECT AREAS OF INSUFFICIENT THICKNESS GREATER THAN  $\frac{1}{4}$ ".
11. CORRECT ALL AREAS OF EACH BASE COURSE THAT ARE FOUND TO BE AT AN ELEVATION OF MORE THAN (+/-)  $\frac{1}{4}$ " AWAY FROM PLAN ELEVATION AND ROADWAY TEMPLATE.
12. ASPHALT CONCRETE MIXES SHALL BE A CURRENT FDOT APPROVED DESIGN OF THE MATERIAL ACTUALLY USED. SAMPLES OF MATERIALS DELIVERED TO THE SITE SHALL BE TESTED IN ACCORDANCE WITH FDOT REQUIREMENTS TO VERIFY THAT AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.
13. SURFACE SMOOTHNESS AND N-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS. CORE DENSITIES SHALL BE DETERMINED USING THE VACUUM CORE DRY VS. FAN METHOD. FIELD DENSITIES, CORING LOCATIONS AND PLANT SAMPLING SHALL BE CONDUCTED AND OBTAINED ACCORDING TO THE RANDOM NUMBER TABLES PROVIDED BY THE COUNTY. A MINIMUM OF THREE DENSITY TESTS PER ROADWAY SEGMENT PER DAY AND TESTING OF ONE PLANT SAMPLE PER DAY WILL BE REQUIRED.
14. CORRECT ALL AREAS IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION 330-9.5 BEYOND +/- 10% OF THE TARGET ASPHALT SPREAD RATE, OUTSIDE TABLE 330-3 CROSS SLOPE TOLERANCES OR BEYOND +/-  $\frac{3}{16}$ " AS MEASURED BY THE ROLLING STRAIGHT EDGE.
15. CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2000 TONS OF HOT MIX ASPHALT. SUCH TESTS WILL BE USED FOR ACCEPTANCE/REJECTION/REPLACEMENT AND PAYMENT APPROVAL.
16. THE TESTING OF ALL ASPHALT SHALL BE RESTRICTED TO 2000 TON LOTS.

GOVERNING SPECIFICATIONS

1. ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS
2. MILLING: SECTION 327 OF FDOT SPECIFICATIONS
3. BASE: SECTION 200 ~ 290 OF FDOT SPECIFICATIONS
4. SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS
5. GRASSING: SECTION 570 OF FDOT SPECIFICATIONS
6. SODDING: SECTION 570 OF FDOT SPECIFICATIONS
7. STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS
8. RETROREFLECTIVE PAVEMENT MARKERS: SECTION 706 AND 970 OF FDOT SPECIFICATIONS, INDEX 706-001
9. SIGNAGE: SEE FDOT INDEX 700-010, 700-120, 700-101, 711-001, 700-109, AND 700-106 AND FDOT SPEED ZONE MANUAL (SCHOOL SIGNS & MARKINGS)
10. GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 536-001
11. MAINTENANCE OF TRAFFIC - SEE FDOT INDEX 102-600 SERIES, MUTCD

EROSION & SEDIMENTATION CONTROL NOTES

1. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER IN ACCORDANCE WITH THE FLORIDA EROSION AND SEDIMENTATION CONTROL MANUAL TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.
- TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL (IF APPLICABLE). SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.
- NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.
2. ALL SLOPES STEEPER THAN 3H:V1 REQUIRE LAPPED OR PEGGED SOD.
3. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.
4. ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS FULLY ESTABLISHED. CONTRACTOR SHALL REPLACE ANY PERFORMANCE TURF THAT DOES NOT ESTABLISH.

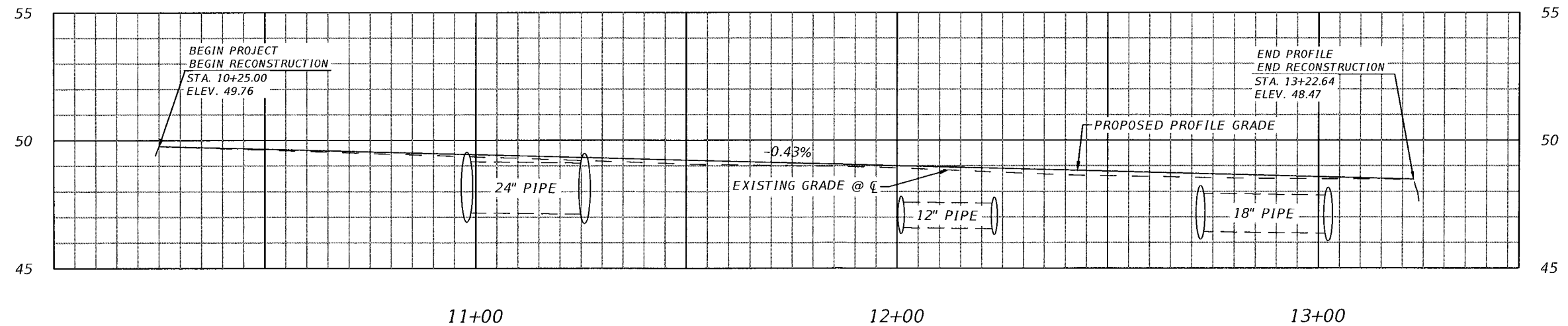
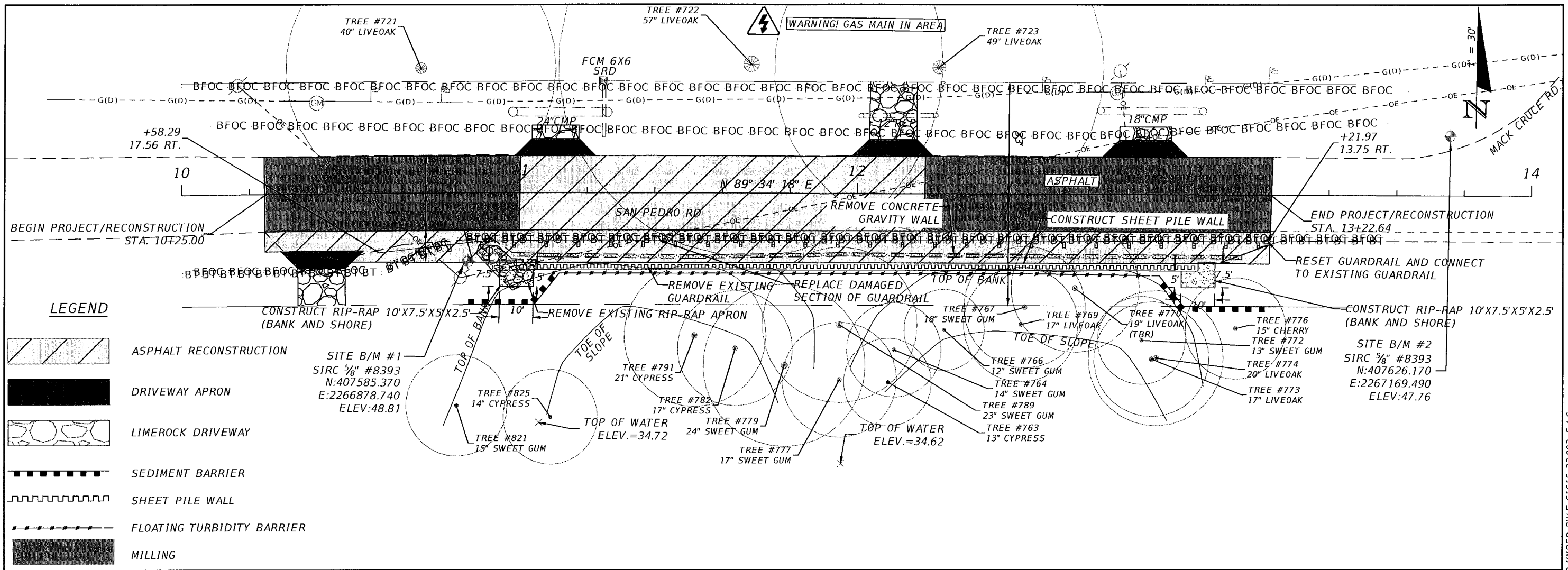
SIGNAGE AND PAVEMENT MARKING NOTES

1. THE EXISTING SIGNAGE INVENTORY REFLECTS DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.
2. SIGNAGE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FDOT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS.
3. FDOT DESIGN STANDARD PLANS INDEX 700-101 NOTE NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO THE HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE TRAVEL LANE OR SIDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.
4. ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING TRAFFIC STRIPES" AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE CONSTRUCTION, LATEST EDITION.
5. MARKINGS HALL BE AS PER FDOT INDEX 711-001 AND THESE PLANS.
6. RETRO-REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS PER FDOT INDEX 706-001 AND THESE PLANS.
7. SIGN BRACKETS, SOL PLATES, COLUMNS, AND FOUNDATIONS SHALL COMPLY/BE SELECTED USING FDOT INDEX 700-010, 700-120.
8. SIGNAGE DESIGNATED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING NEW BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATION. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO COMPLY WITH FDOT INDEX 700-010.
9. ALL D3 STREET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND AS COMPARED TO GREEN BACKGROUND FOR PUBLIC SIGNS.
10. SIGNS SHALL MEET MUTCD "CONVENTIONAL ROAD" SIGN SIZES UNLESS NOTED OTHERWISE. D3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" UPPERCASE AND 4.5" LOWERCASE LETTERING AND BORDER. SUPPLEMENTAL LETTERING/NUMBERING SHALL BE NO LESS THAN 3" HIGH (Rd. St, NW, 123).
11. CONTRACTOR SHALL PROVIDE THE COUNTY ENGINEERING DEPARTMENT AND THE PROJECT MANAGER SHOP DRAWINGS OF CUSTOM, DIRECTIONAL AND D-SERIES SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION.
12. INTERSECTING ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED ABOVE THE STOP SIGNAGE OF THE INTERSECTION USING A POST MOUNTED BRACKET. MAIN ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED ABOVE THE INTERSECTING ROAD D3 GUIDE SIGNAGE.
13. REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.

MISCELLANEOUS NOTES

1. PERFORMANCE TURF, SOD TYPE SHALL BE ROLLED BERMUDA FOR THE ENTIRE PROJECT.
2. BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.
3. MOWING SHALL BE PERFORMED ONE (1) TIME AS A PART OF REACHING FINAL COMPLETION FOR THE PROJECT ONCE SUBSTANTIAL COMPLETION IS APPROVED. MOWING EFFORT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION 104 AND 570.
4. REGRADE DITCHES AT SIDE AND CROSS DRAINS TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH CULVERT AND EXISTING FLOW LINES. AVOID SUMP CONDITIONS TO THE MAXIMUM EXTENT POSSIBLE.

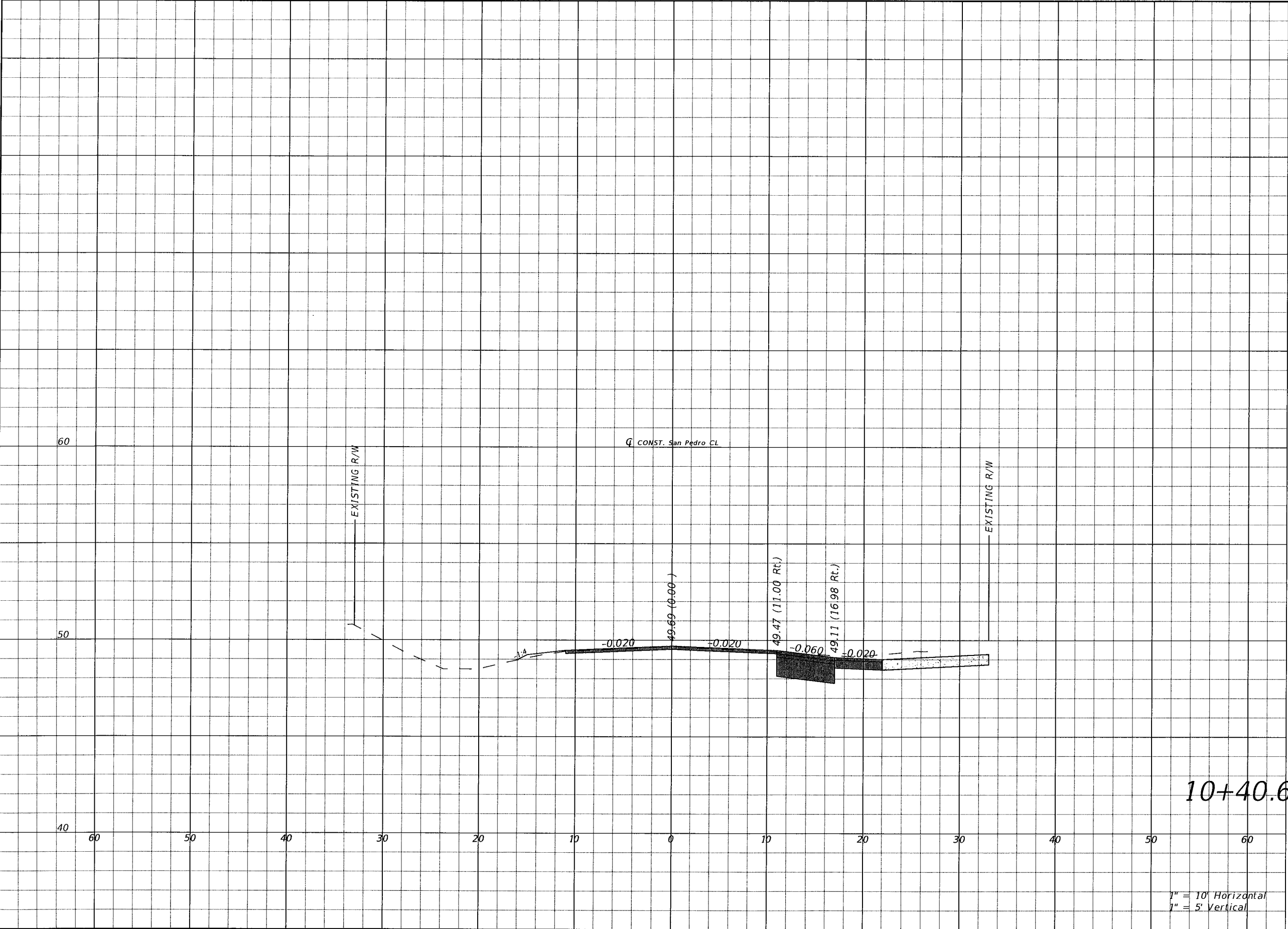
REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
----	----				CR 356	TAYLOR			6A



1" = 30' Horizontal  
1" = 10' Vertical

REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN & PROFILE	SHEET NO.  7
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 356	TAYLOR			

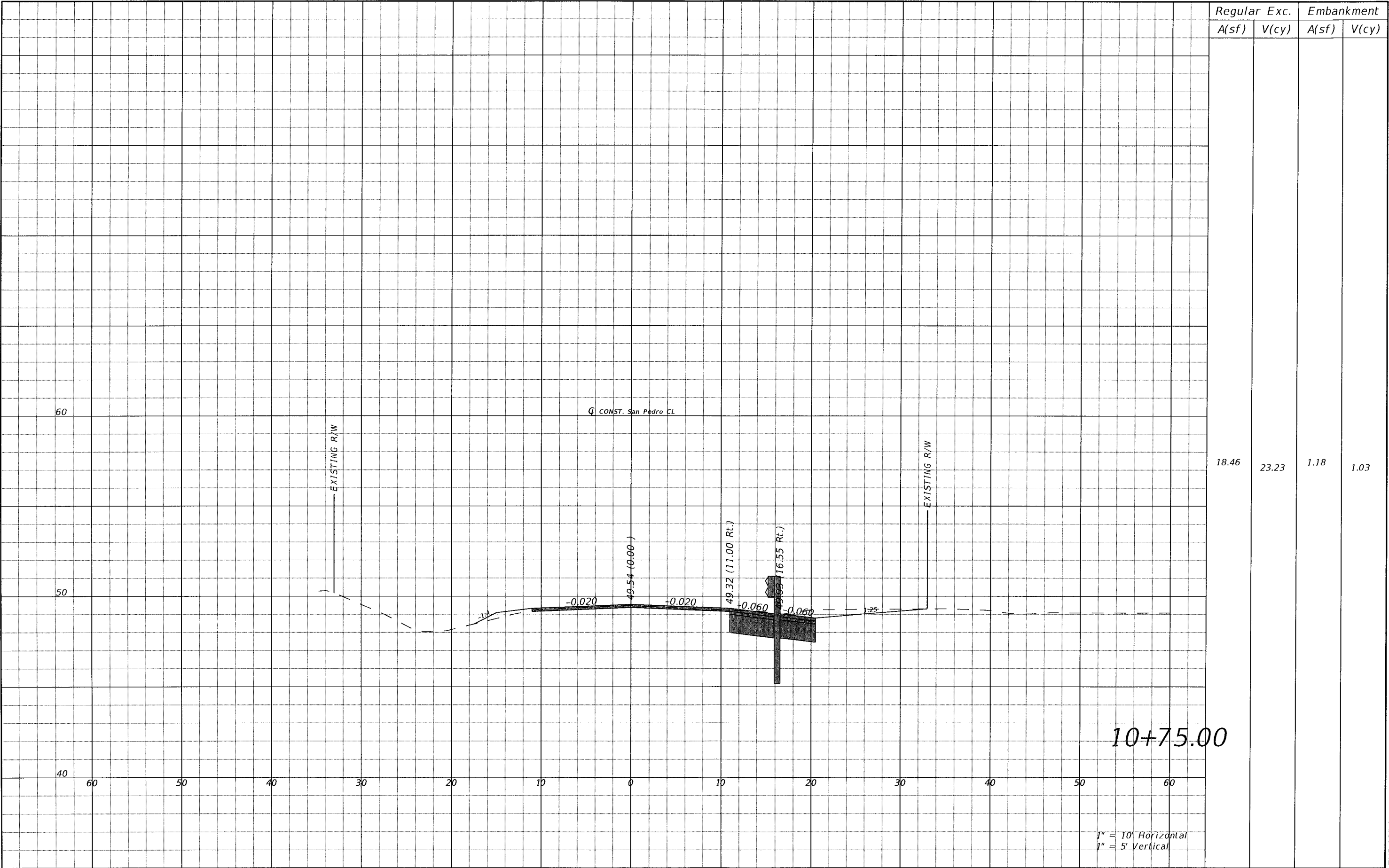
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



Regular		Exc.	Embankment	
A(sf)	V(cy)	A(sf)	V(cy)	V(cy)
18.08	0.00	0.44	0.00	

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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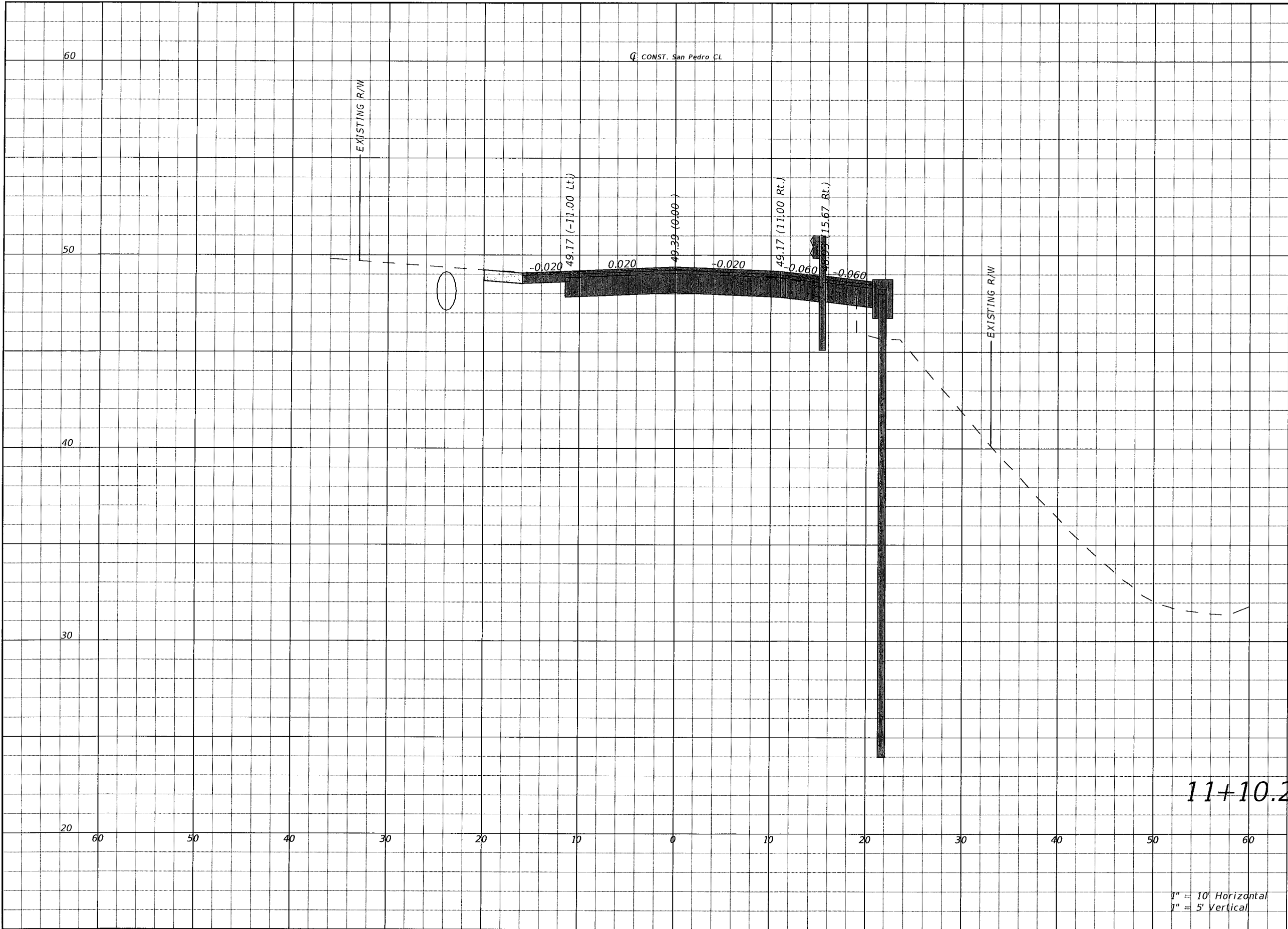
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Regular		Exc.	Embankment	
A(sf)	V(cy)	A(sf)	V(cy)	
18.46	23.23	1.18	1.03	

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
----					CR 356	TAYLOR	----		9

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Regular		Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)	A(sf)	V(cy)
74.49	60.72	2.64	2.50		

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

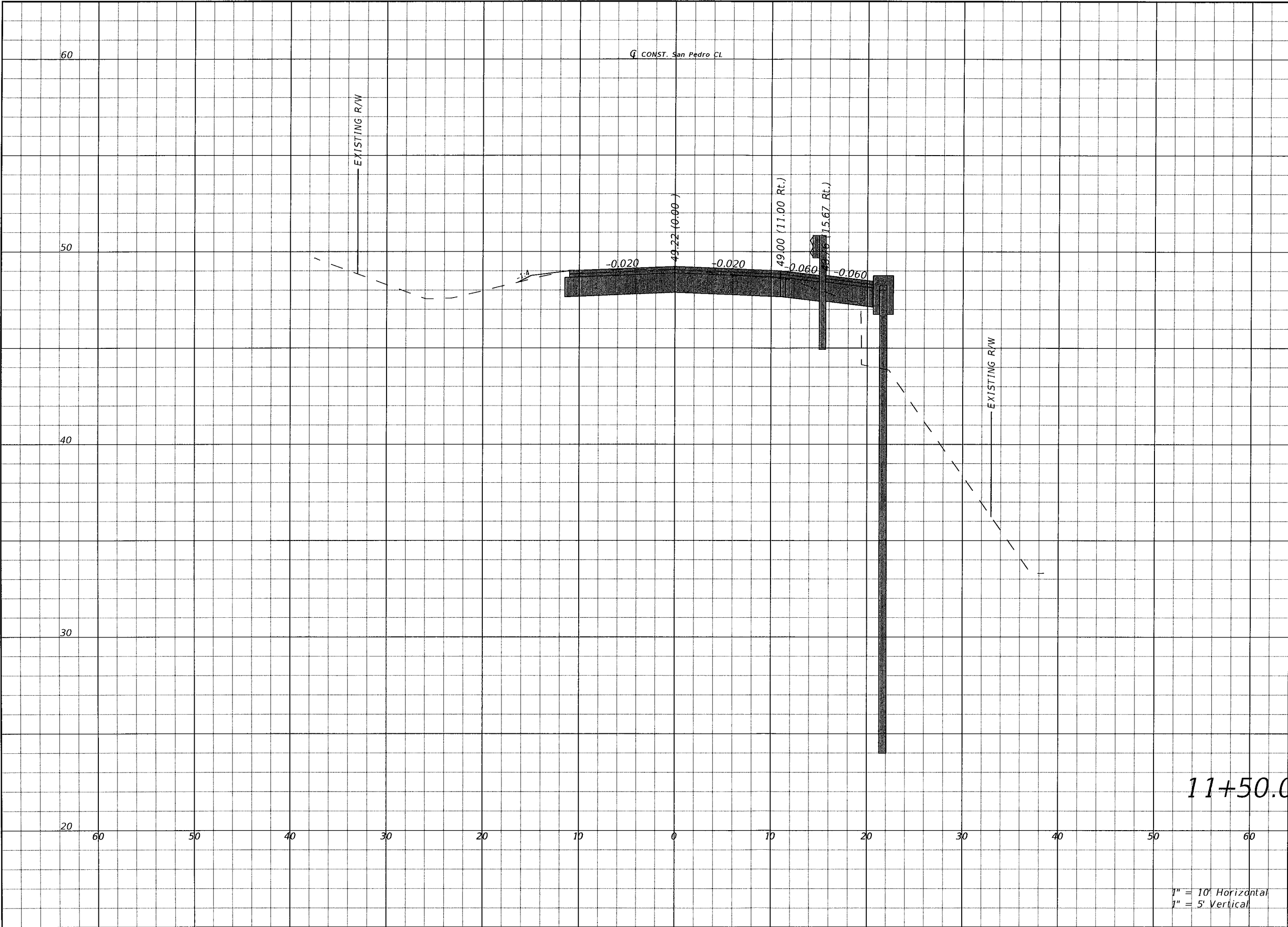
STACY K. JOHNSON, P.E.  
P.E. LICENSE NUMBER 69826  
GEORGE AND ASSOCIATES CONSULTING  
ENGINEERS, INC.  
1967 COMMONWEALTH LANE, SUITE 200  
TALLAHASSEE, FL 32303  
CERTIFICATE OF AUTHORIZATION 7879

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 356	TAYLOR	----

ROADWAY CROSS SECTIONS	

SHEET NO.
10

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Regular A(sf)	Exc. V(cy)	Embankment	
		A(sf)	V(cy)
51.37	92.59	4.69	5.40

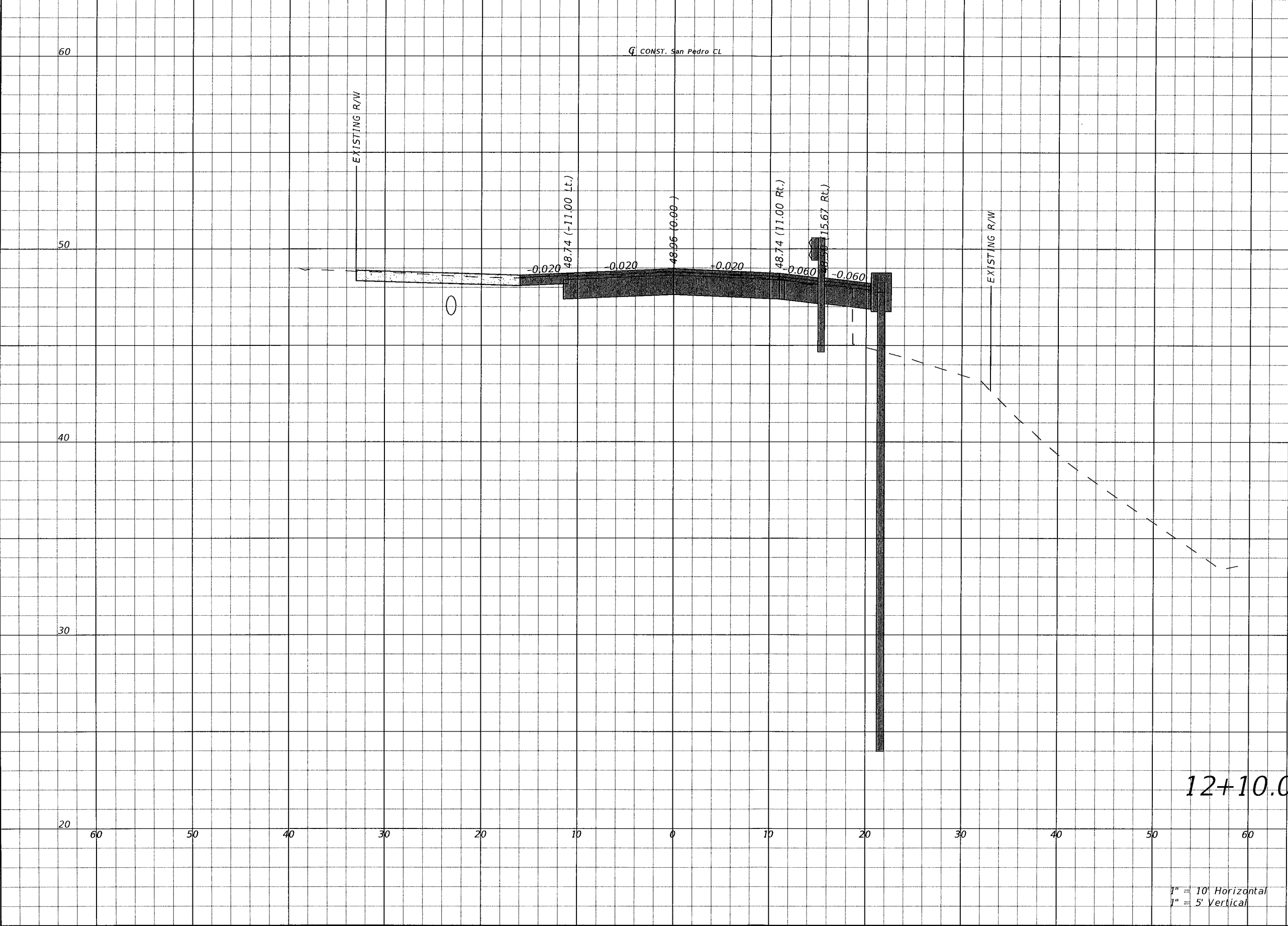
11+50.00

1" = 10' Horizontal  
1" = 5' Vertical

REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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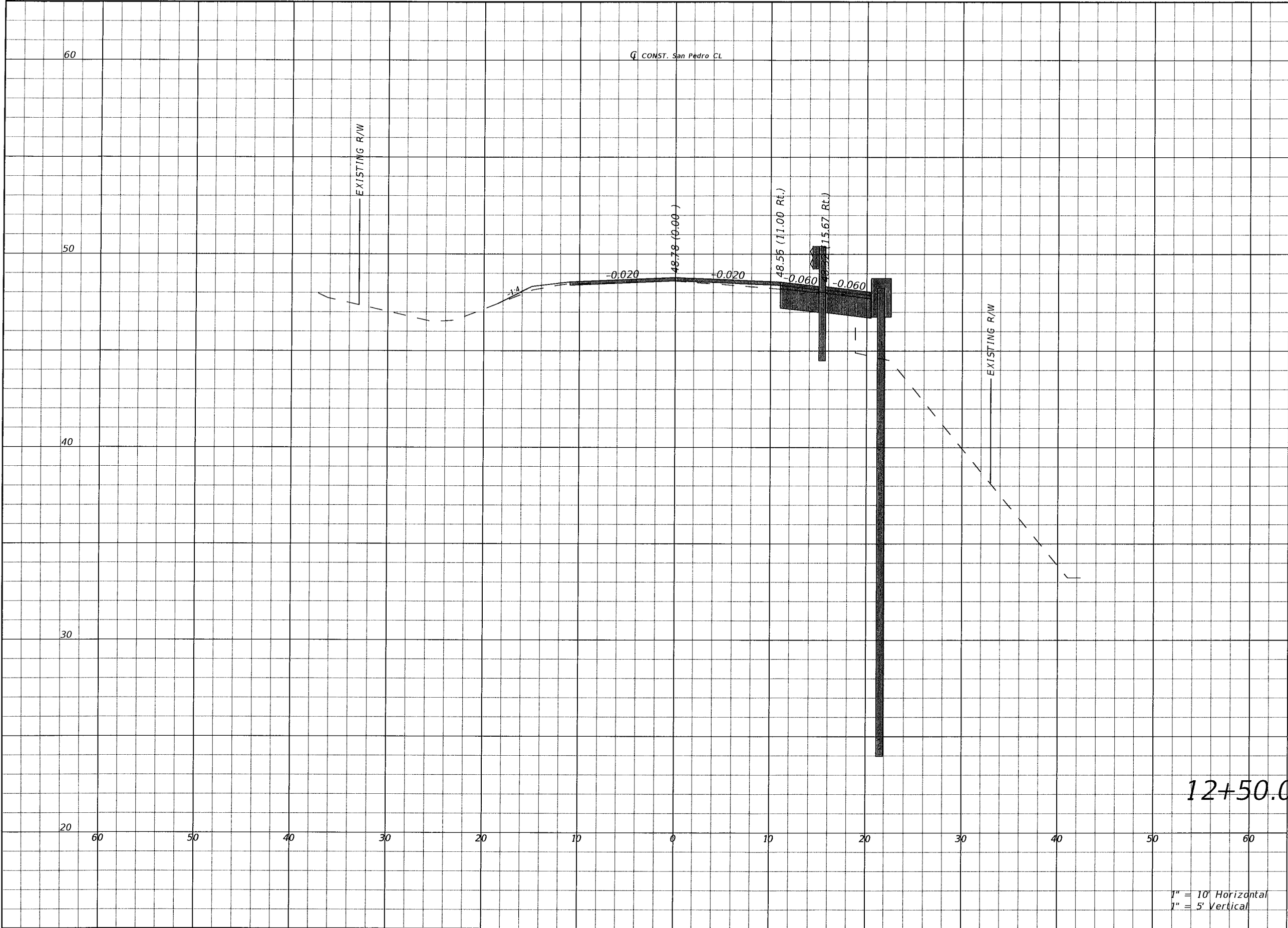




Regular		Exc.	Embankment	
A(sf)	V(cy)		A(sf)	V(cy)
64.88	77.50		4.02	5.22

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
----	-----	-----	-----		CR 356	TAYLOR	----		13

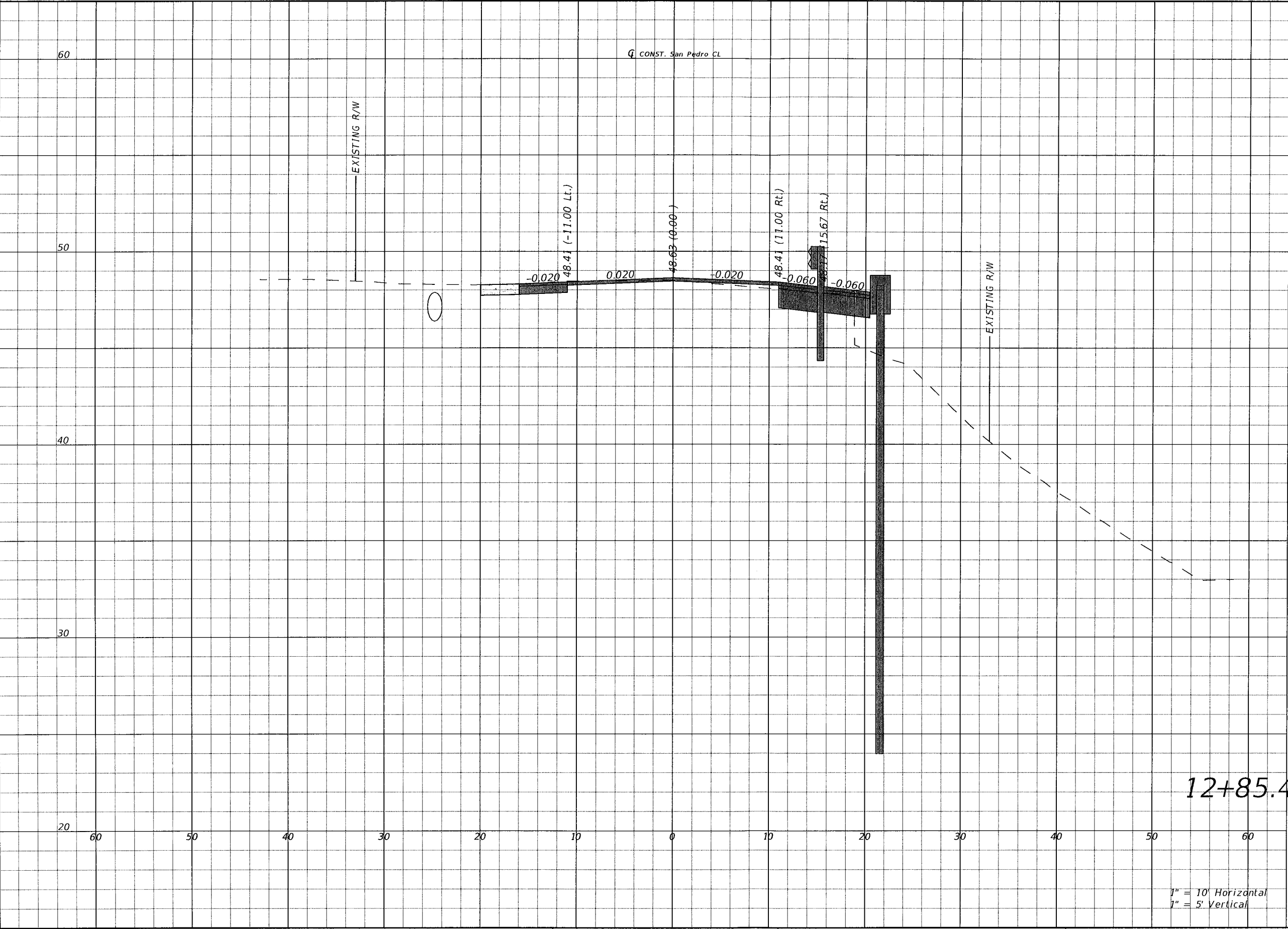
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Regular		Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)	A(sf)	V(cy)
43.20	80.01	5.45	7.01		

REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY CROSS SECTIONS	SHEET NO.  14
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
---	---				CR 356	TAYLOR	----		

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Regular A(sf)	Exc. V(cy)	Embankment A(sf)	V(cy)
49.05	60.59	3.73	6.03

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

STACY K. JOHNSON, P.E.  
P.E. LICENSE NUMBER 69826  
GEORGE AND ASSOCIATES CONSULTING  
ENGINEERS, INC.  
1967 COMMONWEALTH LANE, SUITE 200  
TALLAHASSEE, FL 32303  
CERTIFICATE OF AUTHORIZATION 7879

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 356	TAYLOR	----

ROADWAY CROSS SECTIONS

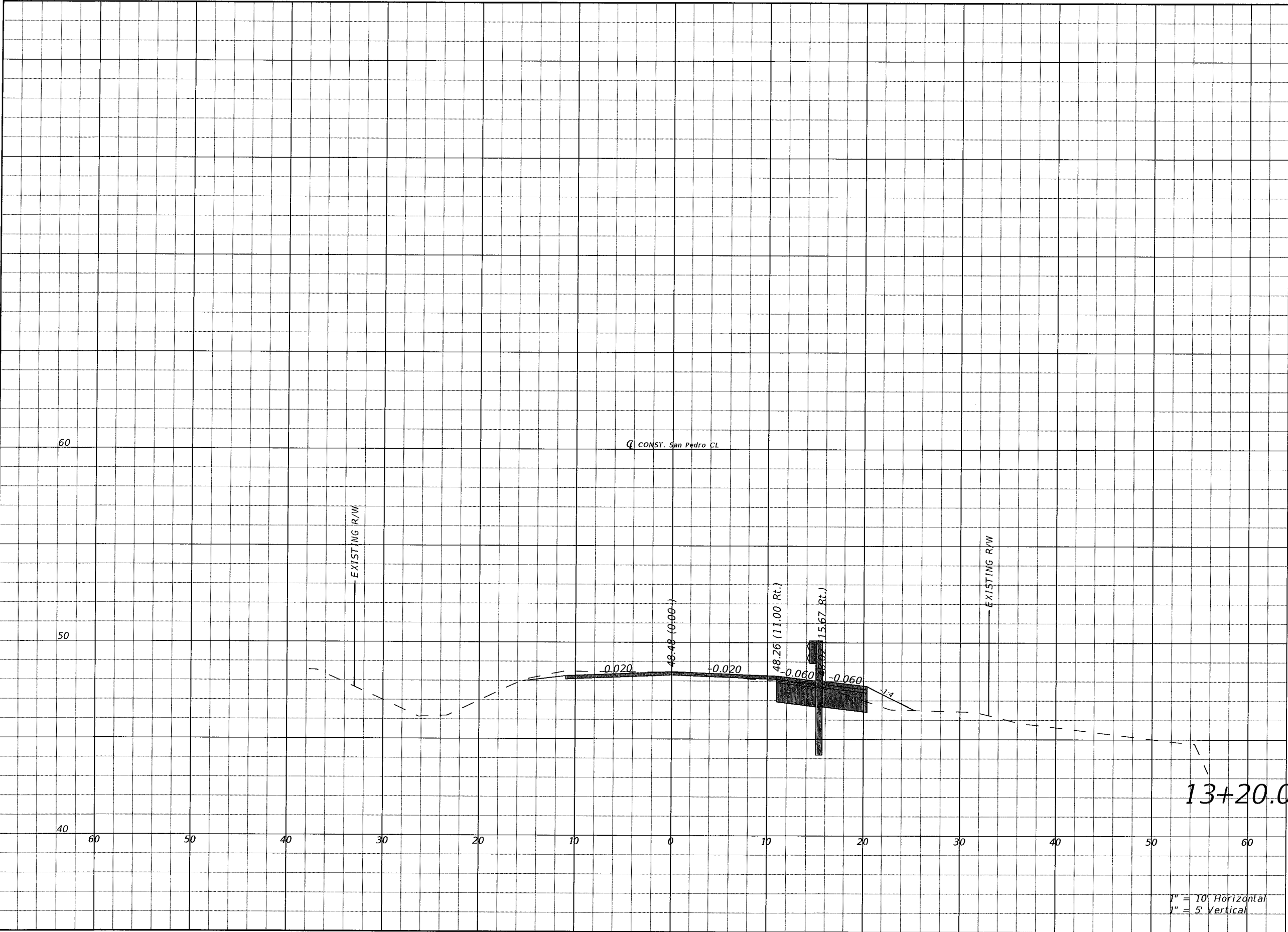
SHEET NO.  
15

Kanoa Poteet

10/5/2023 4:40:14 PM

P:\Projects\23-5548 TCBCC San Pedro Road\# ENG\_GACE-03\Roadway\RDYSRD01.dwg

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Regular		Exc.	Embankment	
A(sf)	V(cy)		A(sf)	V(cy)
12.99	39.67		2.42	3.93

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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ENGINEERS, INC.  
1967 COMMONWEALTH LANE, SUITE 200  
TALLAHASSEE, FL 32303  
CERTIFICATE OF AUTHORIZATION 7879

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 356	TAYLOR	----

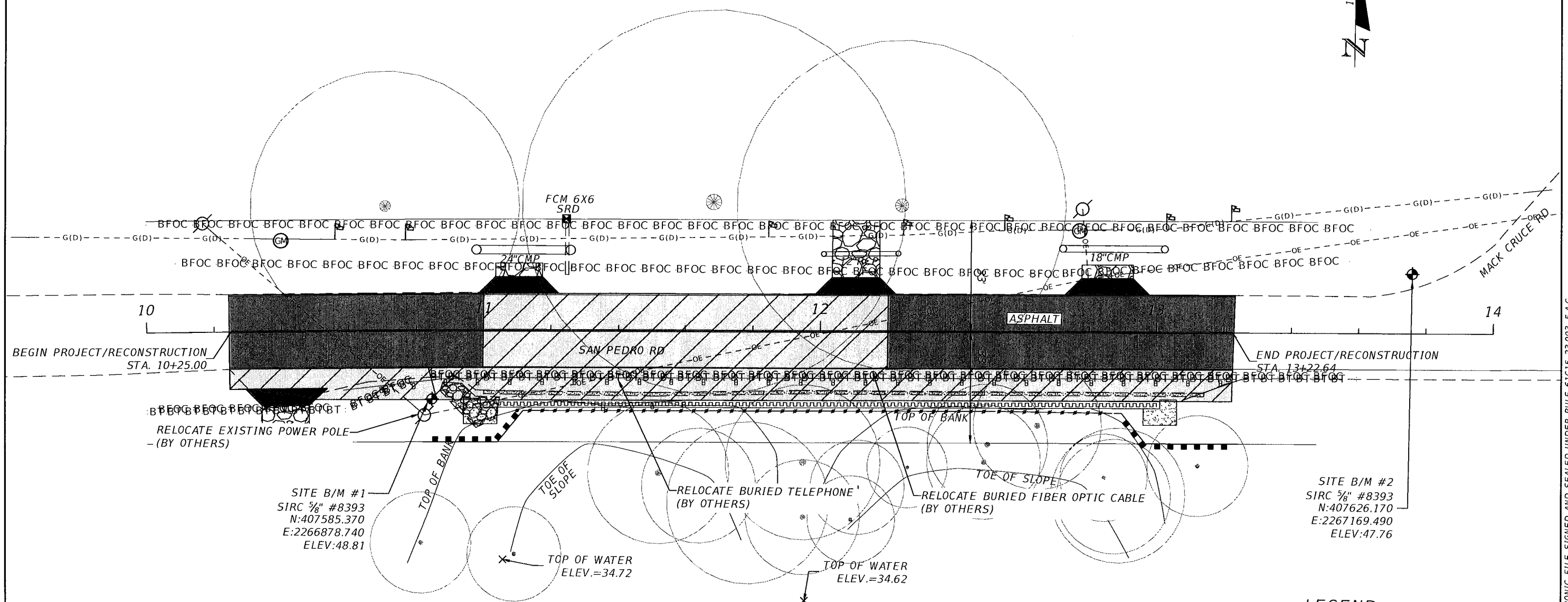
ROADWAY CROSS SECTIONS	

SHEET NO.
16




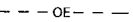

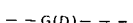

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WARNING! GAS MAIN IN AREA



LEGEND

-  POWER POLE
-  GAS MAIN
-  GAS LINE FLAGS
-  OVERHEAD ELECTRIC
-  BURIED FIBER OPTIC CABLE
-  GAS LINE
-  BURIED TELEPHONE

REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			UTILITY ADJUSTMENTS	SHEET NO.  18
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
----	-----	-----	-----		CR 356	TAYLOR			

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TRAFFIC CONTROL GENERAL NOTES:

1. ADVANCED SIGNAGE SHALL BE IN PLACE BEFORE CONTRACTOR MOBILIZES AND BEFORE ANY WORK ASSOCIATED WITH THIS PROJECT MAY BEGIN.
2. FOR MAINTENANCE OF TRAFFIC, GENERAL TCZ REQUIREMENTS AND ADDITIONAL INFORMATION, REFER TO FDOT SPECIFICATIONS 102 AND STANDARD PLANS INDEX 102-600.
3. ALL PORTABLE CHANGEABLE MESSAGE SIGNS SHALL BE TURNED OFF AND MOVED OUTSIDE THE CLEAR ZONE OR BE SHIELDED BY A BARRIER OR CRASH CUSHION WHEN NOT IN USE.
4. THE DISPLAY FOR THE PORTABLE CHANGEABLE MESSAGE SIGNS TO READ AS FOLLOWS:

14 DAYS PRIOR TO ROAD CLOSURE:  
MESSAGE 1: CR 356 CLOSURE  
MESSAGE 2: XX/XX/XX THRU XX/XX/XX

DURING ROAD CLOSURE:  
MESSAGE 1: CR 356 CLOSURE  
MESSAGE 2: XX/XX/XX THRU XX/XX/XX

PHASE 1 - SHEET PILE WALL INSTALLATION:

1. INSTALL DETOUR SIGNS FOR CR 356 (SAN PEDRO ROAD) IN ACCORDANCE WITH THESE PLANS AND INDEX 102-600.
2. INSTALL EROSION CONTROL DEVICES IN ACCORDANCE WITH THESE PLANS.
3. CLOSE CR 356 (SAN PEDRO ROAD) WITHIN THE SPECIFIED LIMITS.
4. REMOVE 39 LF OF GUARDRAIL FROM STA. 11+24.96 & OFFSET 21.41 RT. TO STA. 11+63.65 & OFFSET 20.46 RT.
5. INSTALL SHEET PILE WALL AS SHOWN IN THE ROADWAY AND STRUCTURES PLANS. (INCLUDES CLEARING AND GRUBBING. SEE PAY ITEM NOTES.
6. REMOVE ALL TRAFFIC CONTROL DEVICES PERTAINING TO THE ROADWAY DETOUR. OPEN CR 356 (SAN PEDRO ROAD) AND RESUME NORMAL TRAFFIC OPERATIONS.

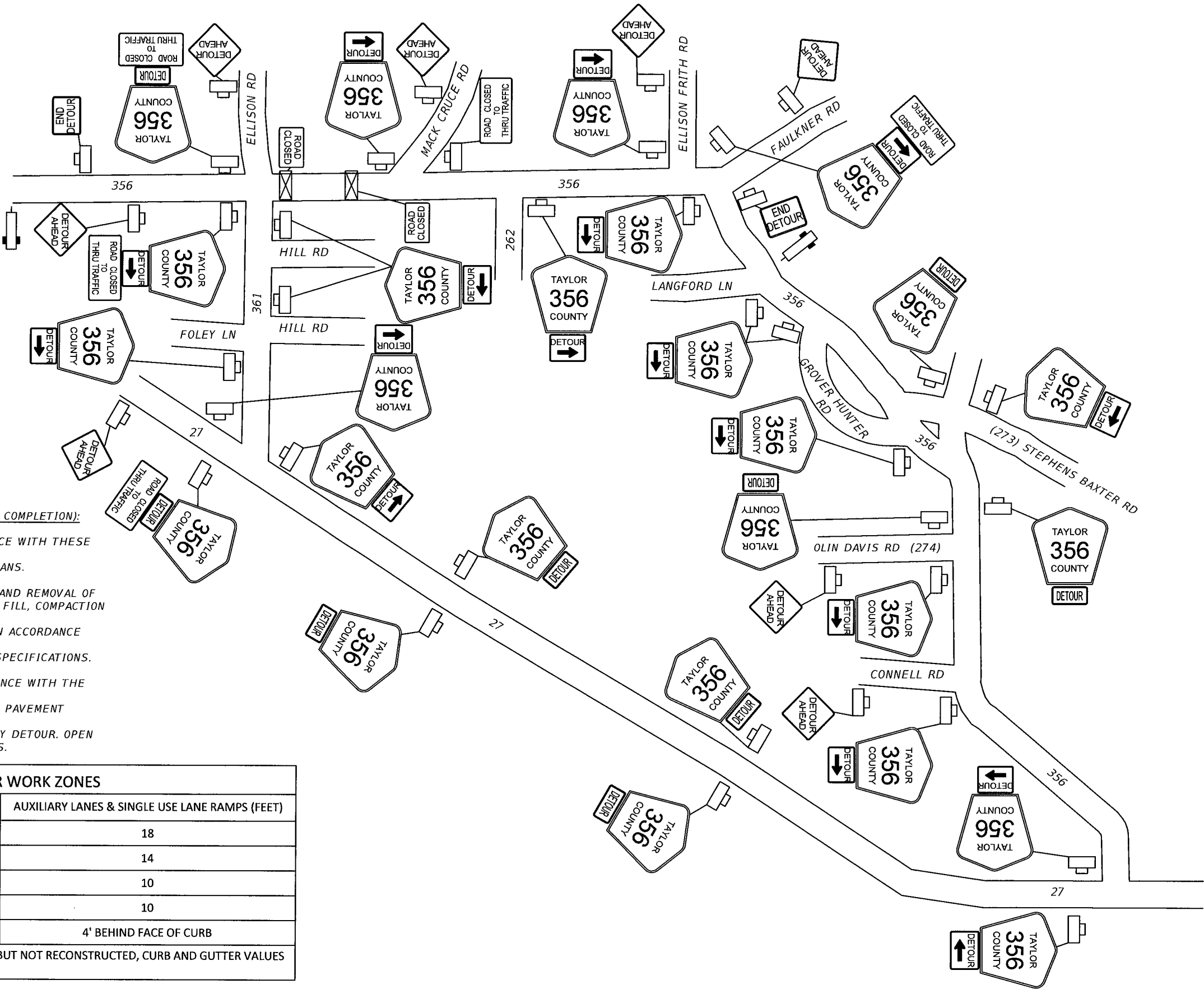
PHASE 2 - ROADWAY RECONSTRUCTION (MINIMUM 30 DAYS AFTER PHASE 1 COMPLETION):

1. INSTALL DETOUR SIGNS FOR CR 356 (SAN PEDRO ROAD) IN ACCORDANCE WITH THESE PLANS AND INDEX 102-600.
2. INSTALL EROSION CONTROL DEVICES IN ACCORDANCE WITH THESE PLANS.
3. CLOSE CR 356 (SAN PEDRO ROAD) WITHIN THE SPECIFIED LIMITS.
4. REMOVE EXISTING CONCRETE GRAVITY WALL. (INCLUDES EXCAVATION AND REMOVAL OF EXISTING CONCRETE WALL IN ITS ENTIRETY. INCLUDES SELECT BACK FILL, COMPACTION AND TESTING. SEE PAY-ITEM NOTES.)
5. MILL EXISTING PAVEMENT WITHIN THE LIMITS OF THE WORK ZONE IN ACCORDANCE WITH THE ROADWAY PLANS.
6. PREPARE ROAD BASE IN ACCORDANCE WITH THE ROADWAY PLANS & SPECIFICATIONS.
7. RESET EXISTING GUARDRAIL.
8. PLACE STRUCTURAL COURSE OVER PREPARED ROAD BASE IN ACCORDANCE WITH THE ROADWAY PLANS.
9. PLACE PAVEMENT MARKINGS IN ACCORDANCE WITH THE SIGNAGE AND PAVEMENT MARKING PLANS.
10. REMOVE ALL TRAFFIC CONTROL DEVICES PERTAINING TO THE ROADWAY DETOUR. OPEN CR 356 (SAN PEDRO ROAD) AND RESUME NORMAL TRAFFIC OPERATIONS.

TABLE 5 CLEAR ZONE WIDTHS FOR WORK ZONES

WORK ZONE SPEED (MPH)	TRAVEL LANES & MULTILANE RAMPS (FEET)	AUXILIARY LANES & SINGLE USE LANE RAMPS (FEET)
60-70	30	18
55	24	14
45-50	18	10
30-40	14	10
ALL SPEEDS CURB & GUTTER	4' BEHIND FACE OF CURB	4' BEHIND FACE OF CURB

NOTE: FOR TEMPORARY CONDITIONS WHERE EXISTING CURB HAS BEEN REMOVED BUT NOT RECONSTRUCTED, CURB AND GUTTER VALUES MAY BE USED.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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ENGINEERS, INC.  
1967 COMMONWEALTH LANE, SUITE 200  
TALLAHASSEE, FL 32303  
CERTIFICATE OF AUTHORIZATION 7879

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 356	TAYLOR	

TEMPORARY TRAFFIC CONTROL  
PLANS

SHEET  
NO.  
17

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Summary of Erosion Control and Sediment Control Devices													
Pay Item Number	Pay Item Description	Unit of Measure	Quantity		Total Quantity		Location					Design Notes	Construction Remarks
			P	F	P	F	Alignment	Begin Station	End Station	Side	Element ID		
0104 10 3	Sediment Barrier	LF	34.2		73		San Pedro CL	10+81.10	11+11.83	RT	(1757191293696)		
			39.1				San Pedro CL	12+89.71	13+24.47	RT	(1757191294336)		
0104 11	Floating Turbidity Barrier	LF	177.8		178		San Pedro CL	11+11.83	12+89.71	RT	(1757191294320)		

Summary of Guardrail													
Pay Item Number	Pay Item Description	Unit of Measure	Quantity		Total Quantity		Location					Design Notes	Construction Remarks
			P	F	P	F	Alignment	Begin Station	End Station	Side	Element ID		
0536 1 0	Guardrail-Roadway, General/Low Speed TL-2	LF	25		25							Damaged Section	
0536 73	Guardrail Removal	LF	38.7		39		San Pedro CL	11+24.96	11+63.65	RT	(1757989542592)		
0538 1	Guardrail Reset	LF	264.3		264		San Pedro CL	10+58.27	13+22.64	RT	(1756165287216)		

Summary of Structure Quantities										
Section	Pay Item Number	Pay Item Description	Unit of Measure	Quantity		Total Quantity			Design Notes	Construction Remarks
				P	F	P	F	Location Description		
Retaining Wall	0400-2-11	Concrete Class II, Retaining Walls	CY	31.0		31.0		Coping	See Pay Item Notes on Sheet 6	
	0415-1-3	Reinforcing Steel, Retaining Wall	LB	1361		1361		Coping		
	0455-133-3	Sheet Piling Steel, F&I Permanent	SF	4950		4950		Sheet Pile Wall	See Pay Item Notes on Sheet 6	
	0530-3-3	Riprap - Rubble, Bank and Shore	TN	10.1		20.2		Begin Sheet Pile Wall		
				10.1				End Sheet Pile Wall		
	0530-74	Bedding Stone	TN	3.6		7.2		Begin Sheet Pile Wall		
				3.6				End Sheet Pile Wall		

Summary of Driveway Base													
Pay Item Number	Pay Item Description	Unit of Measure	Quantity		Total Quantity		Location					Design Notes	Construction Remarks
			P	F	P	F	Alignment	Begin Station	End Station	Side	Element ID		
0286 1	Turnout Construction/Driveway Base-Optional Materials	SY	10.6		99		San Pedro CL	10+29.33	10+53.52	RT	(1756164963552)	Driveway Apron Base	
			17.1				San Pedro CL	10+34.08	10+48.07	RT	(1756164963680)	Lime Rock Driveway	
			10.4				San Pedro CL	10+98.50	11+22.25	LT	(1756164963728)	Driveway Apron Base	
			6.2				San Pedro CL	11+03.61	11+17.40	LT	(1756164963888)	Lime Rock Driveway	
			10.6				San Pedro CL	11+98.30	12+22.35	LT	(1756164964176)	Driveway Apron Base	
			26.4				San Pedro CL	12+03.41	12+17.51	LT	(1756164964016)	Lime Rock Driveway	
			11.0				San Pedro CL	12+72.73	12+97.76	LT	(1756167219200)	Driveway Apron Base	
			6.8				San Pedro CL	12+77.71	12+92.98	LT	(1756167219360)	Lime Rock Driveway	

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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 356	TAYLOR			SQ-1

Summary of Permanent Driveways													
Pay Item Number	Pay Item Description	Unit of Measure	Quantity		Total Quantity		Location					Design Notes	Construction Remarks
			P	F	P	F	Alignment	Begin Station	End Station	Side	Element ID		
0334 1 13	Superpave Asphaltic Concrete, Traffic C	TN	1.17		4.7		San Pedro CL	10+29.33	10+53.52	RT	(2779001933280)		
			1.15				San Pedro CL	10+98.50	11+22.25	LT	(2779001933456)		
			1.17				San Pedro CL	11+98.30	12+22.35	LT	(2779001960656)		
			1.24				San Pedro CL	12+72.64	12+97.88	LT	(2779001960704)		

Summary of Pavement													
Pay Item Number	Pay Item Description	Unit of Measure	Quantity		Total Quantity		Location					Design Notes	Construction Remarks
			P	F	P	F	Alignment	Begin Station	End Station	Side	Element ID		
0160 4	Type B Stabilization	SY	32.2		99		San Pedro CL	10+25.00	10+98.54	LT	(2743387958768)		
			33.6				San Pedro CL	11+22.30	11+98.27	LT	(2743387958784)		
			22.3				San Pedro CL	12+22.39	12+72.58	LT	(2743387958928)		
			11.0				San Pedro CL	12+97.89	13+22.64	LT	(2743387959056)		
0285711	Optional Base, Base Group 11	SY	303.7		597		San Pedro CL	10+24.49	13+22.62	RT	(2743387908304)		
			293.5				San Pedro CL	10+99.81	12+20.10	LT/RT	(2743387958048)		
0327 70 5	Milling Exist Asph Pavt, 2" Avg Depth	SY	184.4		437		San Pedro CL	10+24.43	11+00.02	LT/RT	(2743387909024)		
			252.6				San Pedro CL	12+19.88	13+23.30	LT/RT	(2743387909152)		
0327 70 7	Milling Exist Asph Pavt, 4" Avg Depth	SY	212.4		506		San Pedro CL	10+24.63	13+22.81	RT	(2743387946800)		
			293.4				San Pedro CL	10+99.82	12+20.11	LT/RT	(2743387946816)		
0334 1 13	Superpave Asphaltic Conc, Traffic C	TN	33.41		65.7		San Pedro CL	10+24.49	13+22.62	RT	(2743387957520)		
			32.29				San Pedro CL	10+99.81	12+20.10	LT/RT	(2743387957536)		
0337 7 82	Asphalt Concrete Friction Course, Traffic C, FC-9.5, PG 76-22	TN	20.29		113.8		San Pedro CL	10+24.43	11+00.02	LT/RT	(2743387909024)		
			33.41				San Pedro CL	10+24.49	13+22.62	RT	(2743387957520)		
			32.29				San Pedro CL	10+99.81	12+20.10	LT/RT	(2743387957536)		
			27.79				San Pedro CL	12+19.88	13+23.30	LT/RT	(2743387909152)		

Summary of Geotechnical Items													
Pay Item Number	Pay Item Description	Unit of Measure	Quantity		Total Quantity		Location					Design Notes	Construction Remarks
			P	F	P	F	Alignment	Begin Station	End Station	Side	Element ID		
0145-2	Geosynthetic Reinforced Foundations Over Soft Soils	SY	293		293		San Pedro CL	11+00.00	12+20.00	LT/RT			

REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO.  SQ-2
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
----	----				CR 356	TAYLOR			

Summary of Temporary Traffic Control										
Pay Item Number	Pay Item Description	Unit of Measure	Number Required	Duration (Days)	Quantity		Total Quantity		Design Notes	Construction Remarks
					P	F	P	F		
0102-1	Maintenance of Traffic	LS			1				115 Construction Days, See Pay Item Notes on Sheet 6	

Summary of Earthwork										
Pay Item Number	Pay Item Description	Unit of Measure	Quantity		Location				Design Notes	Construction Remarks
			P	F	Alignment	Begin Station	End Station	Side		
0120-1	Regular Excavation	CY	459.9		San Pedro CL	10+25.00	78+50.00	LT/RT		
0120-6	Embankment	CY	260.2		San Pedro CL	10+25.00	78+50.00	LT/RT	SEE SPECIAL DETAILS SHEET BW-4	

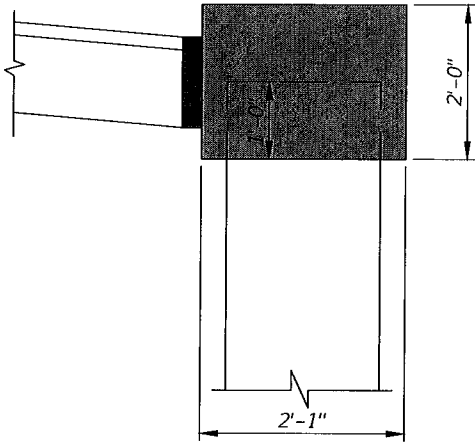
Summary of Performance Turf													
Pay Item Number	Pay Item Description	Unit of Measure	Quantity		Total Quantity		Location					Design Notes	Construction Remarks
			P	F	P	F	Alignment	Begin Station	End Station	Side	Element ID		
0570 1 2	Performance Turf, Sod	SY	8.0		230		San Pedro CL	10+24.18	10+34.08	RT	(1543867588304)		
			47.4				San Pedro CL	10+25.00	11+00.69	LT	(1543867588096)		
			55.6				San Pedro CL	10+48.07	10+98.90	RT	(1543867582544)		
			54.9				San Pedro CL	11+22.30	12+03.42	LT	(1543867588048)		
			38.5				San Pedro CL	12+17.54	12+72.67	LT	(1543867582656)		
			12.6				San Pedro CL	12+97.40	13+22.64	RT	(1543867587824)		
			12.7				San Pedro CL	13+00.10	13+22.64	LT	(1543867587840)		

REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
----	-----				CR 356	TAYLOR			SQ-3

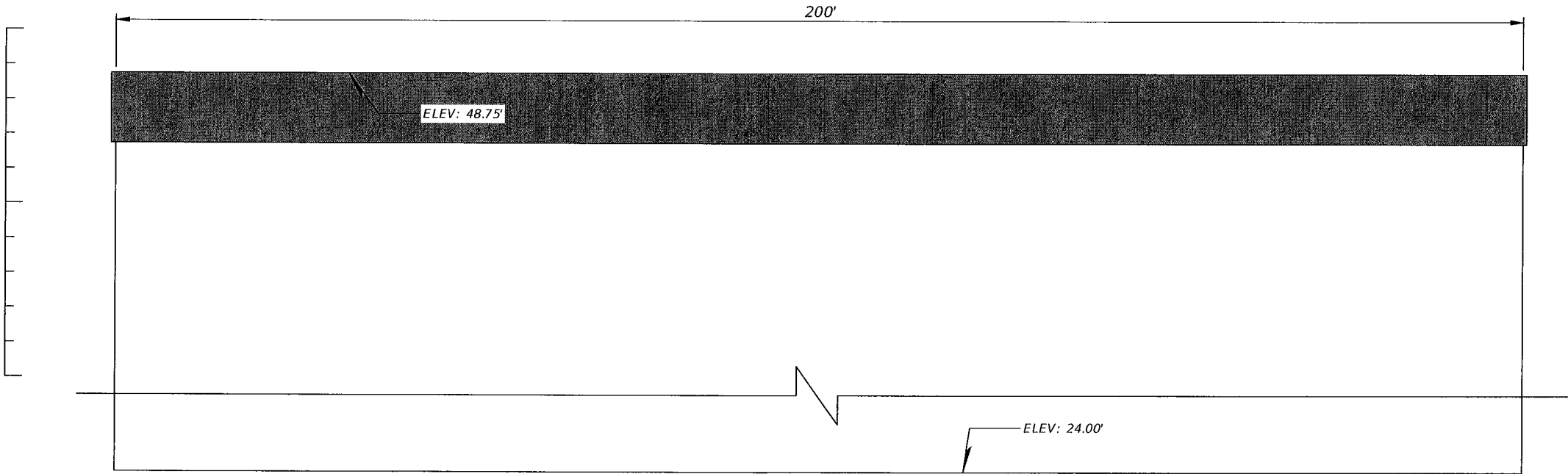
STA: 10+99.50  
OFFSET: 20.50 RT.  
STA: 11+00.00  
OFFSET: 22.22 RT.

STA: 13+00.50  
OFFSET: 20.50 RT.  
STA: 13+00.00  
OFFSET: 22.22 RT.

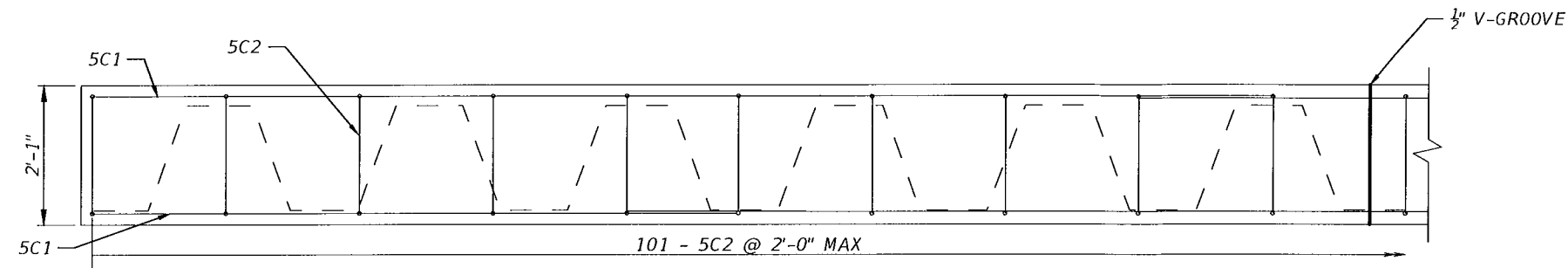
SHEET PILE WALL PLAN VIEW



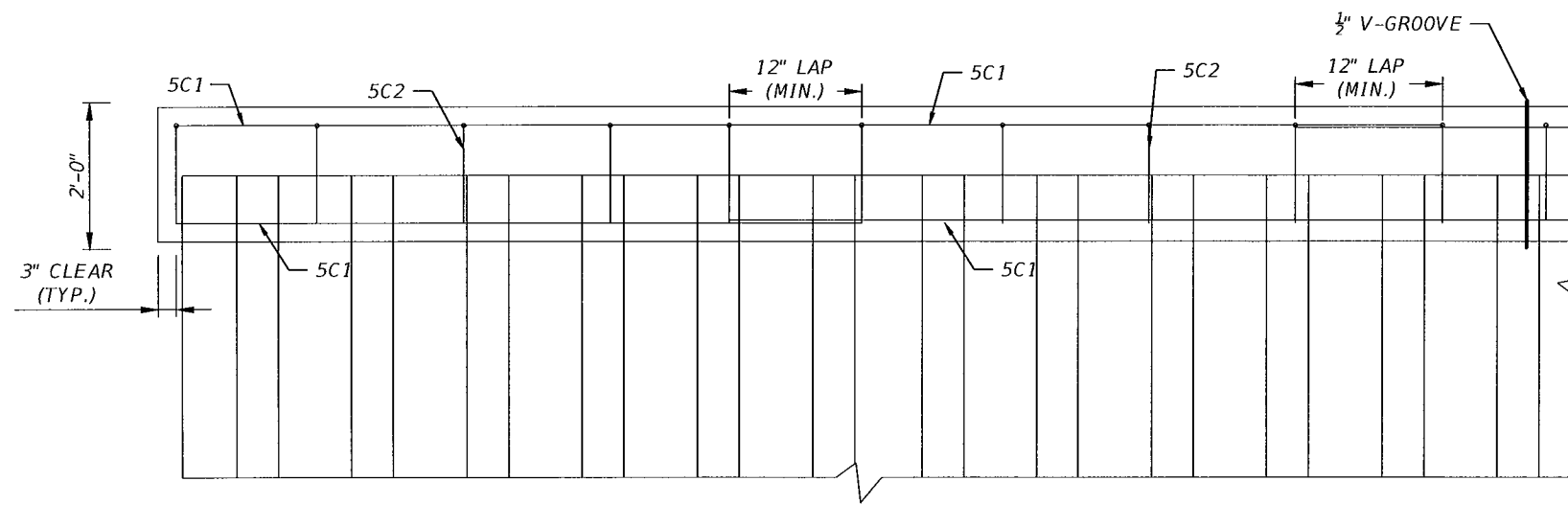
- NOTES:
- 1. COPING STATIONS AND OFFSETS ARE MEASURED TO INSIDE FACE OF COPING.
  - 2. STATIONS AND OFFSETS FOR SHEET PILE ARE MEASURED TO EXPOSED FACE OF SHEET PILE.
  - 3. COPING REINFORCEMENT SHOWN ON SHEET BW-2.



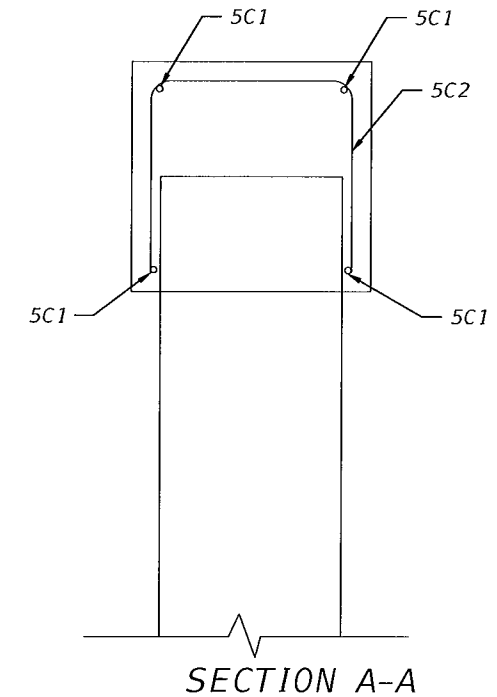
REVISIONS						DRAWN BY: KOP 05-23 CHECKED BY: SKJ 05-23 DESIGNED BY: SKJ 05-23 CHECKED BY: RDG 05-23	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE:  SHEET PILE WALL DETAILS  SAN PEDRO ROAD RETAINING WALL PROJECT	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID.		
---	---	---	---	---	---		CR 356	TAYLOR			
---	---	---	---	---	---						
---	---	---	---	---	---						



PARTIAL PLAN C-I-P COPING



PARTIAL ELEVATION C-I-P COPING



- NOTES:
1. REFER TO THE STANDARD PLANS INDEX 415-001 FOR BAR BENDING DETAILS.
  2. CONSTRUCT 1/2" V-GROOVES PLUMB ON BOTH FACES AND ON TOP OF COPING.
  3. SPACE V-GROOVES EQUALLY ALONG COPING AT 26' MAXIMUM SPACING.
  4. NO MORE THAN 50% OF THE LAPPED 5C1 BARS SHALL BE LAPPED IN THE SAME LOCATION.

REINFORCING BAR LIST																																									
MARK		LENGTH		NO	TYP	STY		B			C			D			E			F			H			J			K			N	Ø								
SIZE	DES	FT	IN	BARS	BARS	A	G	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG								
LOCATION																SHEET PILE WALL COPING																NO. REQUIRED = 1									
5	C1	210	6	4	2			1	0		200	6																				10									
5	C2	4	7	101	11			1	7		1	6		1	6																										

REVISIONS						DRAWN BY: KOP 05-23  CHECKED BY: SKJ 05-23  DESIGNED BY: SKJ 05-23  CHECKED BY: RDG 05-23	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE:		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID.	SHEET PILE WALL COPING DETAILS		
										PROJECT NAME:		SHEET NO.
										SAN PEDRO ROAD RETAINING WALL PROJECT		BW-2

Steel Sheet Pile Wall, Cantilever Data Table											Table Date 07-01-12		
Construction Information									Design Parameters				
Wall Location			Minimum * Section Modulus (in3/ft)		Minimum Required Moment of Inertia (in4/ft)	Minimum Wall Thickness (in)	Minimum Wall Tip Elevation (ft)	Wall Top Elevation (ft)	Soil Elevation		Water Elevation		
Wall Callout	Station (Begin to End)	Offset (ft)	A-328 (ksi) fy=39 ksi	A-572 (ksi) fy=50 ksi					**Front of Wall (ft)	Back of Wall (ft)	Front of Wall (ft)	Back of Wall (ft)	
SPW-1	11+00.00 to 13+00.00	22.22	44.97	35.08	283.1	0.375	24.00	48.75	41.00	48.00	34.72	34.83	230

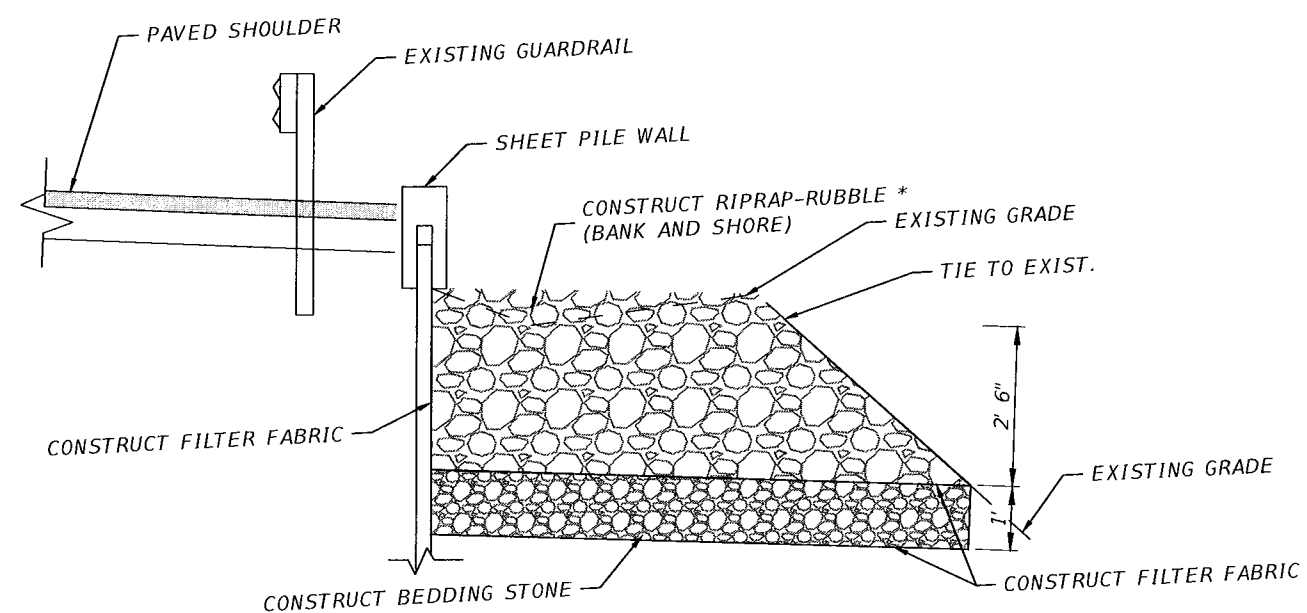
\* MINIMUM SECTION MODULUS IS BASED ON HOT ROLLED SECTIONS. FOR COLD ROLLED SECTIONS, INCREASE MINIMUM SECTION MODULUS BY 20%.

\*\* MINIMUM OF DESIGN GROUND SURFACE OR DESIGN SCOUR DEPTH.

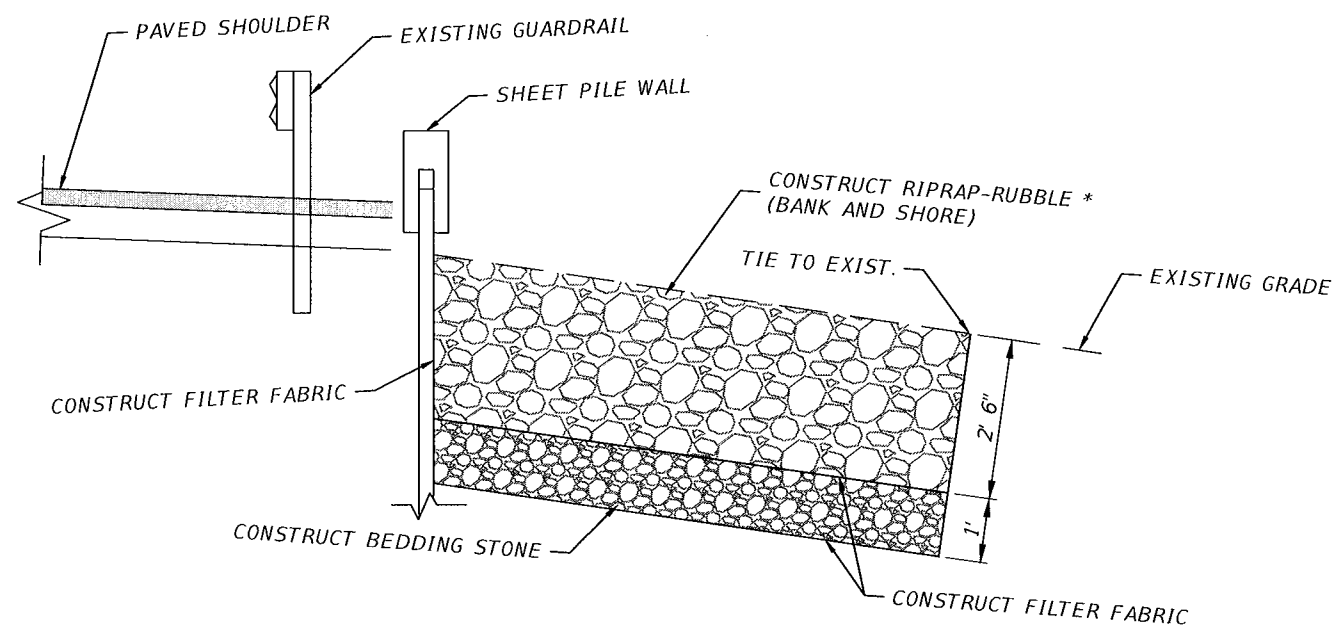
NOTES:

1. THE DESIGN PARAMETERS INDICATED IN THIS TABLE WERE USED IN THE SHEET PILE WALL ANALYSIS. IF THE CONTRACTOR PLANS OPERATIONS, WHICH EXCEED THE DESIGN PARAMETERS SHOWN ABOVE, THE CONTRACTOR'S SPECIALTY ENGINEER WILL REDESIGN THE WALL TO RESIST CONSTRUCTION LOADS AT A MAXIMUM DEFLECTION OF 3 INCHES.
2. ENVIRONMENTAL CLASSIFICATION IS SLIGHTLY AGGRESSIVE FOR STEEL.
3. CONCRETE FOR CAST-IN-PLACE RETAINING WALL CAP SHALL BE CLASS II (F'C = 3.4 KSI) WITHOUT SILICA FUME, METAKAOLIN OR ULTRAFINE FLY ASH.
4. COAT EXPOSED SURFACE OF STEEL SHEET PILES TO 5 FEET BELOW THE FRONT OF WALL SOIL ELEVATION (\*\*), WITH COAL TAR-EPOXY IN ACCORDANCE WITH SPECIFICATION SECTION 560.
5. DUE TO THE PROXIMITY OF THE KNOWN POTENTIAL KARST FEATURE, SHEET PILES SHALL BE INSTALLED USING THE HYDRAULIC "PRESS-IN" METHOD AFTER PREFORMING OR PUNCHING.
6. THE STEEL SHEET PILE SHALL BE EMBEDDED A MINIMUM OF 5 FEET INTO HARD LIMESTONE AND TO THE MINIMUM TIP ELEVATION PROVIDED IN THE DATA TABLE.
7. THE STEEL SHEET PILE DESIGN SERVICE LIFE OF 75 YEARS INCLUDES THE COAL TAR-EPOXY COATING AND 0.045 INCHES OF SACRIFICIAL THICKNESS.
8. THE WALL COPING HAS BEEN DETAILED USING A SHEET PILE WIDTH 27.56". FOR REFERENCE, A NZ19 SHEET PILE MEETS THE REQUIREMENTS ABOVE, WITH NO MODIFICATIONS TO THE PLANS.

REVISIONS						STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	DRAWN BY: KOP 05-23 CHECKED BY: SKJ 05-23 DESIGNED BY: SKJ 05-23 CHECKED BY: ROG 05-23	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE:		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						SHEET PILE WALL DATA TABLE		
----	----	-----	----	----	-----								
----	----	-----	----	----	-----								
----	----	-----	----	----	-----								
----	----	-----	----	----	-----								
								ROAD NO.	COUNTY	FINANCIAL PROJECT ID.	PROJECT NAME:	SHEET NO.	
								CR 356	TAYLOR		SAN PEDRO ROAD RETAINING WALL PROJECT	BW-3	

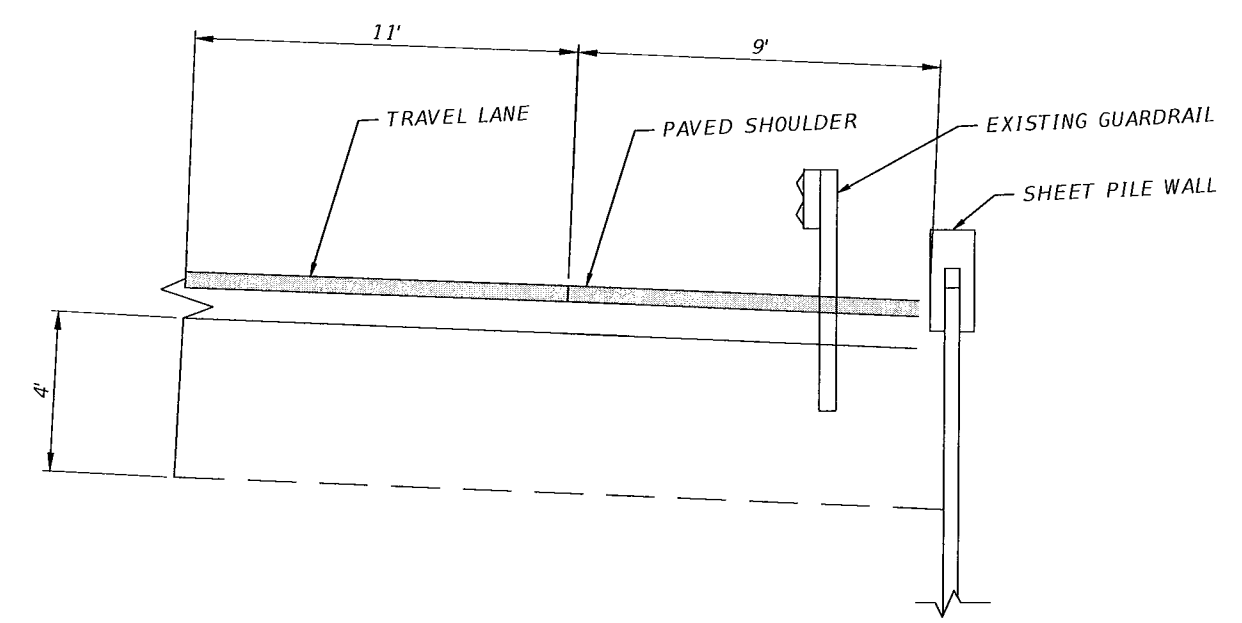


RIPRAP-RUBBLE DETAIL AT BEGINNING OF SHEET PILE WALL (STA. 11+00.00)  
NOT TO SCALE



RIPRAP-RUBBLE DETAIL AT END OF SHEET PILE WALL (STA. 13+00.00)  
NOT TO SCALE

\* TOP OF THE RIP-RAP RUBBLE TO FOLLOW SLOPE OF EXISTING GRADE.



SPECIAL DETAILS FOR ASPHALT RECONSTRUCTION  
NOT TO SCALE

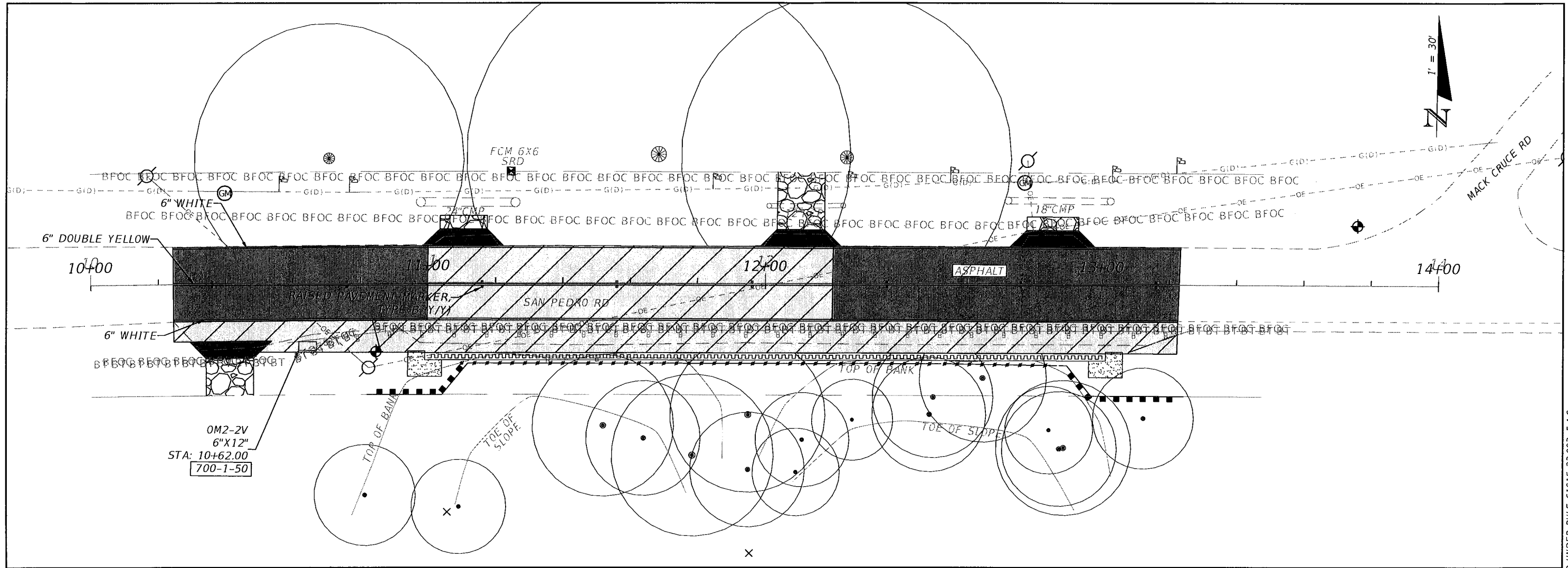
NOTE: FROM STA. 11+00.00 TO STA. 12+20.00 CONTRACTOR MAY BE REQUIRED TO PROVIDE ADDITIONAL EMBANKMENT (FILL) FOR AN ESTIMATED QUANTITY OF 225 CY (INCLUDING ADJUSTMENT FACTORS; FILL ADJUSTMENT 20%, TRUCK ADJUSTMENT 25%) WITHIN THE LIMITS OF THE EXISTING DEPRESSION.

REVISIONS						STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	DRAWN BY: KOP 05-23 CHECKED BY: SKJ 05-23 DESIGNED BY: SKJ 05-23 CHECKED BY: ROG 05-23	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE:  SPECIAL DETAILS  PROJECT NAME: SAN PEDRO ROAD RETAINING WALL PROJECT	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID.		SHEET NO.
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

TABULATION OF QUANTITIES								
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS		TOTAL THIS SHEET		GRAND TOTAL	
			S-2					
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	1	1	1	1	1
0706-1-3	RAISED PAVEMENT MARKER, TYPE B (Y/Y)	EA	16	16	16	16	16	16
0711-16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID 6"	GM	0.113	0.113	0.113	0.113	0.113	0.113
0711-16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID 6"	GM	0.113	0.113	0.113	0.113	0.113	0.113

REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION						
----	----				ROAD NO.	COUNTY	FINANCIAL PROJECT ID		S-1
					CR 356	TAYLOR			



1" = 50' Horizontal  
1" = 10' Vertical

REVISIONS				STACY K. JOHNSON, P.E. P.E. LICENSE NUMBER 69826 GEORGE AND ASSOCIATES CONSULTING ENGINEERS, INC. 1967 COMMONWEALTH LANE, SUITE 200 TALLAHASSEE, FL 32303 CERTIFICATE OF AUTHORIZATION 7879	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNAGE AND PAVEMENT MARKING PLAN		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION							
					ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
					CR 356	TAYLOR		S-2		

**EMPLOYMENT CONTRACT**

**THIS EMPLOYMENT CONTRACT** (hereinafter, "AGREEMENT") made and entered into this \_\_\_\_ day of November, 2023, with a first day of employment of November \_\_\_\_, 2026, by and between Taylor County, Florida, a political subdivision of the State of Florida, (hereinafter, "County"), and Lawanda Pemberton, (hereinafter, "Employee")

**RECITALS**

**WHEREAS**, the County desires to employ the services of said Employee as County Administrator of Taylor County; and

**WHEREAS**, the County desires to (1) secure and retain the services of the Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Employee's services at such a time as he may be unable to fully discharge his duties due to disability or when the County may otherwise desire to terminate his employment; and

**WHEREAS**, the Employee desires to accept employment as County Administrator of said County; and

**WHEREAS**, the Employee and the County desire to set forth in writing their understanding with respect to the Employee's employment by the County;

**NOW, THEREFORE**, in consideration of their mutual promises set forth herein, the parties hereby agree as follows:

**SECTION 1. EMPLOYMENT, DUTIES AND AUTHORITY.**

A. The County hereby agrees to employ said Employee as County Administrator of Taylor County to perform the functions and duties as specified below. In this position, the Employee will have the powers of County Administrator, subject to the control of the Board of County Commissioners of Taylor County, Florida (hereinafter, "Board"). The Employee will be primarily responsible for carrying out all orders, ordinances, and resolutions of the Board. The Employee shall serve as chief administrative officer of the County and the administrative head of County government.

B. The Employee shall execute her duties under the direction of the Board and shall be responsible to the Board. The Employee shall work as directed by the Board and shall not be directed by an individual Commissioner. However, any Commissioner may meet with the county Administrator to discuss his or her concerns.

C. Employee agrees to devote her full time, attention and best efforts to the performance of the employment hereunder. Employee will not, during the term of this AGREEMENT, directly or indirectly engage in any business, either as an employee, employer, consultant, principal, corporate officer or corporate director or in any other capacity, whether or not compensated, without prior written consent of the County.

D. The Employee, as detailed in Chapter 125.74, Florida Statutes, as County Administrator is responsible for the administration of all departments responsible to the Board and for the proper administration of all affairs under the jurisdiction of the Board. The Employee, by way of enumeration and not by way of limitation, has the following specific powers and duties:

(1) To administer and carry out the directives and policies of the Board and enforce all orders, resolutions, ordinances, and regulations of the Board to assure that they are faithfully executed.

(2) To report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents.

(3) To provide the Board, upon request, with data or information concerning county government and to provide advice and recommendations on county government operations to the Board.

(4) To prepare and submit to the Board for its consideration and adoption an annual operating budget, a capital budget, and a capital program.

(5) To establish the schedules and procedures to be followed by all county departments, offices, and agencies in connection with the budget and supervise and administer all phases of the budgetary process.

(6) To prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year and submit her recommendations.

(7) To supervise the care and custody of all county property.

(8) To recommend to the Board a current position classification and pay plan for all positions in county service.

(9) To develop, install, and maintain centralized budgeting, personnel, legal, and purchasing procedures.

(10) To organize the work of county departments, subject to an administrative code developed by the administrator and adopted by the Board, and review the departments, administration, and operation of the county and make recommendations pertaining thereto for reorganization by the Board.

(11) To select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board. However, the employment of all department heads shall require confirmation by the Board.

(12) To suspend, discharge, or remove any employee under the jurisdiction of the Board pursuant to procedures adopted by the Board.

(13) To negotiate leases, contracts, and other agreements, including consultant services, for the County, subject to approval of the Board, and make recommendations concerning the nature and location of county improvements.

(14) To see that all terms and conditions in all leases, contracts, and agreements are performed and notify the Board of any noted violation thereof.

(15) To order, upon advising the Board, any agency under the administrator's jurisdiction as specified in the administrative code to undertake any task for any other agency on a temporary basis if he or she deems it necessary for the proper and efficient administration of the county government to do so.

(16) To attend all meetings of the Board with authority to participate in the discussion of any matter.

(17) To perform such other duties as may be required by the Board.

E. It is the intent of the Board to grant to the County Administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board as the governing body of the County pursuant to s. 1(e), Art. VIII, Constitution of the State of Florida. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power the County Administrator shall only be performing the duty of advising the Board in its role as the policy-setting governing body of the county.

## **SECTION 2. TERMS**

A. The initial term of this Agreement shall be for a three (3) year period commencing November 15, 2023, and ending November 14, 2026. Further renewals or extensions will be negotiated between the Employee and the Board.

B. The employment of Employee shall be at the will of the Board. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the

County to terminate the services of the Employee at any time, subject only to the provisions set forth in Sections 3. and 5. of this AGREEMENT.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time his position with the County, subject only to the provisions set forth in Section 3. of this Agreement.

### **SECTION 3. TERMINATION AND SEVERANCE PAY**

A. In the event the Employee is terminated by the County before expiration of any term of employment, or if this Agreement is not renewed at the end of any term of employment, and such termination or failure to renew this agreement is during a time that the Employee is willing and able to perform her duties under this Agreement, then in that event the County shall pay the Employee on the final day of his employment, liquidated damages in an amount equal to two (2) months of salary and benefits. The compensation and benefits shall be calculated at the then existing gross annual compensation and benefits package. Provided, however, that in the event the Employee is terminated due to conviction of a felony or willfully breaches the conditions set forth in this Agreement, then, in either event, the County shall have no obligation to pay any sums designated in this paragraph.

B. In the event the County at any time during the term of this Agreement reduces the salary or other financial benefits of the Employee, or in the event the County refuses, following written notice, to comply with any other provision benefiting the Employee herein, or the Employee resigns following a formal request to do so by the County, then in any of these events the Employee may, at her option, be deemed to be "terminated" at the date of such event as contemplated by Section 3 A. If the Employee elects to be deemed "terminated" as contemplated by Section 3 A, then Employee shall be entitled to receive the liquidated damages set forth in Section 3 A.

C. In the event the Employee voluntarily resigns her position with the County before expiration of the initial term of this Agreement (or any term of extension) as set forth in Section 2., the Employee shall give the County notice of 90 days in advance of any such resignation, unless the parties otherwise agree in writing.

D. Notwithstanding anything in this Agreement to the contrary, the County is hereby given the option to terminate this Agreement in the event that the Employee, during the term of this Agreement, becomes permanently disabled due to a "serious medical condition" as the term is used in Section 5.C. of this Agreement. Such option shall be exercised the County by giving notice of 90 days to Employee, sent by Certified Mail (return receipt requested) to the Employee's home address. This Agreement shall cease on the 90<sup>th</sup> day after the Employee receives the notice, with the same force and effect as if the 90<sup>th</sup> day was the date originally set forth in this Agreement as the termination date of this Agreement. However, in such event, the Employee shall be entitled to the continuation of health, dental and vision insurance for six months and to cash out annual and sick leave, as set forth in Section 3.A. of this Agreement.

#### **SECTION 4. SALARY**

A. In exchange for her services rendered pursuant to this Agreement, the County agrees to pay the Employee an annual base salary of one hundred five thousand eighty dollars (\$105,080.00) payable bi-weekly. At the end of each year, the employee will be entitled to the same raise as the other employees of the Board, if any.

#### **SECTION 5. HEALTH INSURANCE, LIFE INSURANCE, FMLA**

A. The County shall pay the full amount required annually for the cost of a health plan of the Employee's choosing with the County's current health insurance provider for the Employee, Employee's spouse, and Employee's dependent, if any. This shall include dental and vision as well as health insurance.

B. The County shall provide and pay for a term life insurance policy on the life of the Employee with a face value of twice her annual salary payable to the beneficiary or beneficiaries as designated by the Employee.

C. The County shall provide up to a maximum of twelve (12) weeks of salary and benefits to the Employee due to her inability to perform her duties due to a "serious medical condition" or other form of incapacity as defined under the Family and Medical Leave Act (FMLA).

D. If the Employee is not back to work at the end of 12 weeks due to the Employee's inability to perform his duties due to a "serious medical condition" or other form of incapacity as defined under the FMLA, the Board may terminate this Agreement at its discretion, subject to the provisions of Section 3.D. of this Agreement.

#### **SECTION 6. RETIREMENT**

Employee shall be a member of the Florida Retirement System (FRS) Senior Management Class as provided in Section 121.055(1)(b), Florida Statutes, or, in lieu of participation under the Senior Management Class, Employee may participate in the FRS Investment Plan pursuant to FRS regulations and/or another individual retirement arrangement of the Employee's choosing. Contributions will be made by the County on behalf of Employee, regardless of which option is chosen, at the rate equal to the rate paid for other members of the Senior Management Class.

#### **SECTION 7. LEAVE ACCRUALS**

A. The Employee shall have four (4) weeks' vacation each year.

B. The Employee shall earn the same amount of sick leave as other employees of the County up to the maximum. The employee's sick leave she earned as Assistant County Administrator shall carry over.

## **SECTION 8. PROFESSIONAL DUES, SUBSCRIPTIONS AND EXPENSES**

The County shall budget and pay for the Employee's professional dues, subscriptions and related expenses necessary for his full participation in the Florida City and County Manager's Association, Florida Association of County Managers, and the Florida Association of Counties, as well as for official travel, consistent with the Florida Statutes.

## **SECTION 9. BONDING**

The County shall bear the cost of any fidelity or other bonds required of the Employee under any law or ordinance.

## **SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The Board, in consultation with the County Administrator, shall fix any other terms and conditions of employment, as it may determine time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

B. The Employee shall be entitled to all other benefits provided to employees of the County, except as otherwise modified herein.

C. The Employee shall be entitled to receive any and all collateral or employment benefits and working conditions as are now or are in the accorded to department directors by the County except insofar as this Agreement provides for a greater benefit, in which case this Agreement shall control.

D. The County shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand ethics charge or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Administrator. This provision is subject to Chapter 768.28, Florida Statutes, and the County shall pay no more than is authorized by said statute. The County shall not be liable in tort and save harmless or indemnify the Employee for acts or omissions by the Employee while acting outside the course and scope of his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard human rights or property. The County waives none of the provisions of Section 768.28, Florida Statutes, and a copy of Chapter 768.28 is attached herein and marked Exhibit A.

## **SECTION 11. NOTICES.**

Any notice required to be given pursuant to the terms of this Agreement shall be given in writing. Notices shall be given by deposit in the custody of the United States Postal Service via Certified Mail (return receipt requested). Notices shall be deemed effective as of the date of receipt of such written notice. Notices shall be properly addressed to

the parties at their respective addresses (Employee's home address) or to any such other address as may be specified by either party in writing.

## **SECTION 12. ANNUAL PERFORMANCE REVIEW**

There will be an annual performance review of the Employee. Said review to be done on \_\_\_\_\_ each year. Each commissioner may fill out an individual performance review form on the Employee.

## **SECTION 15. GENERAL PROVISIONS**

A. The Employee shall be provided a cell phone at the expense of the County during her employment. Also, the Employee during this employment shall live in Taylor County, Florida.

B. This Agreement contains the entire Agreement and supersedes all prior agreements and understandings, oral or written, with respect to the terms of this Agreement and may be changed only by an Agreement in writing, signed by both parties.

C. The waiver by the County of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver of any subsequent breach of this Agreement.

D. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be exclusively in Taylor County, Florida.

E. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

F. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and shall in no way be impaired.

IN WITNESS WHEREOF, the parties have executed this agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2023.

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LAWANDA PEMBERTON

STATE OF FLORIDA  
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LAWANDA PEMBERTON, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:

Personally Known \_\_\_\_ or Produced Identification \_\_\_\_

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

ATTEST:

\_\_\_\_\_  
GARY KNOWLES  
CLERK

\_\_\_\_\_  
JAMIE ENGLISH, CHAIRPERSON,  
Board of County Commissioners  
Taylor County, Florida

STATE OF FLORIDA  
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JAMIE ENGLISH, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES

Personally Known \_\_\_\_ or Produced Identification \_\_\_\_

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

Select Year: 2023 ▼

Go

## The 2023 Florida Statutes

[Title XI](#)  
COUNTY ORGANIZATION AND  
INTERGOVERNMENTAL RELATIONS

[Chapter 125](#)  
COUNTY  
GOVERNMENT

[View Entire  
Chapter](#)

### 125.35 County authorized to sell real and personal property and to lease real property.

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

(b) Notwithstanding paragraph (a), under terms and conditions negotiated by the board, the board of county commissioners may:

1. Negotiate the lease of an airport or seaport facility;
2. Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of \$20 million; or
3. Lease a professional sports franchise facility financed by revenues received pursuant to s. [125.0104](#) or s. [212.20](#) which may include commercial development that is ancillary to the sports facility if the ancillary development property is part of or contiguous to the professional sports franchise facility. The board's authority to lease the above described ancillary commercial development in conjunction with a professional sports franchise facility lease applies only if at the time the board leases the ancillary commercial development, the professional sports franchise facility lease has been in effect for at least 10 years and such lease has at least an additional 10 years remaining in the lease term.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

(2) When the board of county commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be

constructed on the property or when the board of county commissioners finds that the value of a parcel of real property is \$15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

(3) As an alternative to subsections (1) and (2), the board of county commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal property and in leasing real property owned by the county. The standards and procedures must provide at a minimum for:

- (a) Establishment of competition and qualification standards upon which disposition will be determined.
- (b) Reasonable public notice of the intent to consider disposition of county property and the availability of copies of the standards. Reasonableness of the notice is to be determined by the efficacy and efficiency of the means of communication used.
- (c) Identification of the form and manner by which an interested person may acquire county property.
- (d) Types of negotiation procedures applicable to the selection of a person to whom county properties may be disposed.
- (e) The manner in which interested persons will be notified of the board's intent to consider final action at a regular meeting of the board on the disposition of a property and the time and manner for making objections.
- (f) Adherence in the disposition of real property to the governing comprehensive plan and zoning ordinances.

**History.**—s. 1, ch. 23829, 1947; s. 1, ch. 70-388; s. 1, ch. 77-475; s. 1, ch. 81-87; s. 1, ch. 83-100; s. 1, ch. 86-105; s. 2, ch. 89-103; s. 2, ch. 95-416; ss. 1, 2, ch. 99-190; s. 1, ch. 2001-252; ss. 56, 79, ch. 2002-402; s. 8, ch. 2013-213.