

SUGGESTED AGENDA

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

**TUESDAY, NOVEMBER 19, 2019
9:00 A.M.**

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

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

RE-ORGANIZATION OF THE BOARD FOR FY 2019/2020:

- A. ELECTION OF A CHAIRMAN
 - B. ELECTION OF A VICE-CHAIRMAN
 - C. DISCUSSION OF BOARD PERSONNEL
 - D. DISCUSSION REGARDING BOARD MEETING DATES AND TIMES
 - E. MISCELLANEOUS DISCUSSION (COMMITTEE APPOINTMENTS, ETC.)
 - F. THE BOARD TO APPROVE ITS' RULES OF PROCEDURES
3. APPROVAL OF AGENDA
 4. THE BOARD TO RECEIVE AND ORDER FILED THE REPORTS OF RECEIPTS, EXPENSES AND NET INCOME FOR SEPTEMBER 30, 2019, ON ALL CONSTITUTIONAL OFFICERS.

BIDS/PUBLIC HEARINGS:

5. THE BOARD TO RECEIVE PROPOSALS FOR COMMERCIAL REFUSE COLLECTION SERVICES, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
6. THE BOARD TO RECEIVE BIDS FOR FOLEY CUT-OFF ROAD WIDENING/RESURFACING PROJECT, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
7. THE BOARD TO RECEIVE BIDS FOR PINECREST STREET RESURFACING PROJECT, SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
8. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 9:15 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, LAND & WATER CONSERVATION FUND GRANT ASSISTANCE PROGRAM, FOR THE REHABILITATION OF HODGES PARK AT KEATON BEACH.
9. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:20 A.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO PROHIBIT SMOKING OF TOBACCO, USE OF TOBACCO PRODUCTS AND VAPING ON CERTAIN TAYLOR COUNTY PROPERTIES.
10. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 9:25 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPEAL TO VARIANCES GRANTED BY THE TAYLOR COUNTY PLANNING BOARD TO THE STEINHATCHEE MARINA AT DEADMAN'S BAY.

CONSENT ITEMS:

11. EXAMINATION AND APPROVAL OF INVOICES.
12. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND AND THE SCOP ROAD PROJECT (SAN PEDRO ROAD) FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
13. THE BOARD TO CONSIDER APPROVAL OF SERVICE AGREEMENT FOR BIOMEDICAL WASTE, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

14. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO REMOVE INVENTORY ITEMS FROM COUNTY INVENTORY, AS AGENDAED BY THERESA COPELAND, INFORMATION TECHNOLOGY DIRECTOR.
15. THE BOARD TO CONSIDER APPROVAL OF FLORIDA UNIFORM WATERWAY MARKER (FUWM) PERMIT, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.
16. THE BOARD TO CONSIDER APPROVAL OF LICENSE AND HOLD HARMLESS AGREEMENTS FOR POLLING PLACES FOR THE 2020 ELECTION CYCLE, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.
17. THE BOARD TO CONSIDER APPROVAL OF LICENSE AGREEMENT WITH LODGING SOLUTIONS, LLC, AND FESTIVE TENTS, LLC, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
18. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR THE PROPOSED WIDENING/RESURFACING OF HOUCK ROAD UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP), AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

PUBLIC REQUESTS:

19. SCOTT MIXON, PUBLIC AFFAIRS MANAGER AND CHET THOMPSON, FENHOLLOWAY PROGRAM MANAGER, GEORGIA PACIFIC, FOLEY CELLULOSE MILL, TO APPEAR TO PROVIDE UPDATE ON THE FENHOLLOWAY WATER QUALITY PROJECT.
20. KIRK JONES AND KEITH JONES TO APPEAR TO DISCUSS PROPOSED DRAINAGE IMPROVEMENTS FOR STEINHATCHEE.

COUNTY STAFF ITEMS:

21. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO FULLY FUND THE BIG BEND TRANSIT "IN TOWN" SHUTTLE DURING THE HOLIDAYS, FROM DECEMBER 9, 2019 - JANUARY 3, 2020, AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.
22. CHERYL WHITE, MOSQUITO CONTROL COORDINATOR, TO APPEAR TO DISCUSS MOSQUITO CONTROL OPERATIONS.

COUNTY ADMINISTRATOR ITEMS:

23. THE BOARD TO CONSIDER AFFIRMATION OF THE UNIVERSITY OF FLORIDA'S RECOMMENDATION FOR COUNTY EXTENSION DIRECTOR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
24. THE BOARD TO CONSIDER POSSIBLE EMPLOYEE INCENTIVES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
25. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
26. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
27. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

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

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Board Calendar for FY 2020

PROPOSED BOARD MEETING DATES

1st meeting of the month - 6:00 P.M.
2nd meeting of the month - 9:00 A.M.

PROPOSED BOARD WORKSHOP DATES

All workshops - 6:00 P.M.

December 9, 2019
January 6, 2020 and January 21, 2020
February 3, 2020 and February 18, 2020
March 2, 2020 and March 17, 2020
April 6, 2020 and April 21, 2020
May 4, 2020 and May 19, 2020
June 1, 2020 and June 16, 2020
July 6, 2020 and July 21, 2020
August 3, 2020 and August 18, 2020
September 7, 2020 and September 22, 2020
October 5, 2020 and October 20, 2020
November 2, 2020 and November 17, 2020
December 7, 2020

December - No workshop scheduled
January 28, 2020
February 25, 2020
March 24, 2020
April 28, 2020
May 26, 2020
June 23, 2020
July 28, 2020
August 25, 2020
September 29, 2020
October 27, 2020
November 24, 2020
December-No workshop scheduled

HOLIDAYS

Christmas Eve and Day 2019
New Year's Day 2020
Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays
Christmas Eve and Day

DATE OBSERVED

December 24 (Tue) and December 25 (Wed)
January 1 (Wed)
January 20 (Mon)
April 10 (Fri)
May 25 (Mon)
July 3 (Fri)
September 7 (Mon)
November 11 (Wed)
November 26 (Thurs) November 27 (Fri)
December 24 (Thurs) and December 25 (Fri)

F.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS



FY 2020

RULES OF PROCEDURE

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



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November 19, 2019

The Taylor County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which, in effect, specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation. Florida Statute Chapter 125.01(1)(a) specifies that the Board has the power to adopt its own rules of procedures.

In compiling our board rules we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Taylor County Board of County Commissioners' Rules as herein adopted are intended to include most of the relevant procedural topics that the Commission faces; topics which, for the most part, have been gleaned from a number of counties. It is important to note that while the Commissions' Rules of Procedures should be readopted annually at the reorganization meeting held each third Tuesday, in November or as soon as practical thereafter, the Board can change or amend its rules not governed by statute by a simple majority vote during any meeting as detailed below.

Adopted in regular session _____, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk

, Chair

Revised May 1, 2017
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SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Board Meetings -Open to the Public. All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) *The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions - Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.*

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility.

(c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.

(d) For public-safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person shall:

- step up to the speaker's rostrum and give her/his name and home address;
- unless further time is granted by the Chair, limit the comments to three minutes;
- address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
- Speakers shall make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.
- NOTE: If there are a large number of people wishing to speak on a particular issue, the Chair or the Board may require those wishing to speak to fill out a "Request to Speak

on Agendaed Items form," see attachment 2, page 20.

- (b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.
- (c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
- (d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking that has been properly recognized by the Chair.
- (e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.
- (f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.
- (g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.
- (h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: Public Comments and Inquiries for Non Agendaed Items. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

- (a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other actions it deems appropriate.
- (b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator; the Chair shall then refer the complaint directly to the County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his

review is completed.

(c) The Chair may also assign to a Commissioner, issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: Commission Meetings -Regular. Unless otherwise advertised, all regular meetings of the Taylor County Board of County Commission are conducted at 6:00 p.m. on the 1st Monday and 3rd Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

5: Commission Meetings – Special (Requires a Minimum of 24 hrs Notice). The Chair, any two Commissioners, or the County Administrator may call a special meeting.

(a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: Commission Meetings -Emergency. Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time-sensitive meeting of such a nature that a 24-hour notice would be detrimental to the action to be addressed at the meeting.

(a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: Informal Commission Meetings - Inspection Trips, Retreats and Workshops.

(a) The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials, and the general public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.

(b) Regularly Scheduled Board Workshop. The Board usually conducts a workshop once a month normally scheduled to start at 6:00 p.m. on the 1st Thursday of the month (following the 1st Board meeting of the month) in the Commission Chambers at the County Commissioners' Administrative Complex, 201 East Green Street, Perry, Florida. From time-to-time, regular workshop meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible. No motions are made or passed at a workshop unless an unforeseen emergency arises and then the Commission would have to declare an emergency and enter into an emergency meeting as detailed above.

8: Public Hearings; Time; Location.

- (a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:00 p.m.
- (b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4) (b) (1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 6:00 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.
- (c) Prior to the beginning of any meeting or public hearing, the Chair may require that all persons that wish to be heard sign in with the Clerk, give their name and home address, the agenda item, and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

9: Public Hearing; Procedures.

- (a) General Public Hearings - The procedures to be followed for public hearings are, generally, as follows:
 - (1) The County Administrator or his/her designee shall describe the agenda item to be considered, and provide the staff recommendation. The Chair shall then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.
 - (2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.
 - (3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.
 - (4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.
- (b) Quasi-Judicial Hearings - The procedures to be followed for quasi-judicial hearings are generally as follows:
 - (1) Prior to the commencement of quasi-judicial hearings, the County Attorney will

provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Commission's record of proceedings and official minutes.

While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

- (2) After reading the statement, the Clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

- (4) The County Administrator or his/her designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

- (5) The applicant for a land use change or his/her representative will make a presentation pertaining to the application. The Chair will once again inquire as to whether

Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

(6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

(7) There will be an opportunity for applicant rebuttal and staff closing comments.

(8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-Parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

10: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of

County Commission meetings and workshops) shall be fulfilled pursuant to the Board's policy specifically addressing the handling of public records requests.

(c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

11: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records as allowed by law.

(a) Each Commissioner may be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agendaed for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

SECTION II - PREPARATION OF AGENDA; ORDER OF BUSINESS

12: Preparation of Agenda. The Clerk is responsible for the final preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall assist in preparing the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator may meet to discuss each agenda.

(a) As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., by the week prior to the scheduled Commission meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.

(b) Presentations will normally not exceed fifteen (15) minutes in length.

(c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.

13: Agenda Material. The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be distributed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. on the Thursday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1st floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347 and made available on the Commission's website.

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator or request that such be done prior to the approval of the agenda by the full Board at the meeting.

14: Meeting; Order of Business.

(a) The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.

(1) Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be designated to present the invocation. The Chair shall lead the pledge.

- (2) Adjustments and Approval of the Regular and Public Hearing Agenda. Except for items advertised for public hearings, items may be added to, or removed from, the agenda. Adjustments are made to the suggested agenda based upon the review of the suggested agenda, or recommended additions or deletions to the general business agenda by Board members or staff. Examples of items to be added include grant applications or items received after the established deadline that are time-sensitive. A motion to approve the agenda adopts the agenda and any amendments and approves all items on the Consent agenda to stay on the Consent agenda.
- (3) Awards/Recognitions
- (4) Approval of the Consent Agenda - The County Administrator may place items on the Consent Agenda which are routine or technical in nature; have been previously discussed by the Board; are resolutions of a routine nature; are authorizations to advertise ordinances, public hearings, and bid specifications; are items that have a unanimous recommendation of the Planning Board and staff for approval and no opposition on the agenda; or are other items as authorized by the board. Approval of minutes from previous meetings and examination and approval of invoices will be placed on the Consent Agenda.
- (5) Bids/Public Hearings
- (6) Hospital Items
- (7) Public Requests
- (8) Advisory Committee Reports
- (9) Constitutional Officers/Other Governmental Units
- (10) General Business
- (11) County Staff Items
- (12) County Attorney Items
- (13) County Administrator Items
- (14) Comments and Concerns from the Public – Public comment is encouraged and received for every item agendaed for discussion before the Board. This is a standing item for the Board to receive additional input from the public regarding comments and concerns not discussed by the Board.
- (16) Commissioner Comments – Board Informational Items
- (17) Motion to Adjourn

(b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.

(c) No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires a hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

15: Quorum. A quorum for the transaction of business by the Commission consists of (3) three Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).

16: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sheriff's Office shall be present to provide security and assistance in maintaining order.

17: County Attorney - Parliamentarian. The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.

18: Clerk of the Court - Minutes. The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(a) The Clerk's office places the minutes on the Consent agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

19: Sergeant at Arms. The Sheriff's designee shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board in performing this duty. The Sheriff's designee shall carry out all orders and instructions given by the County

Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms to remove from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

20: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, the speaker shall confine their comments to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized shall not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

21: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call a simple vote (all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

(b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

23: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) **Emergency Ordinances.** By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

24: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

25: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

Examples of properly made motions are found in Attachment 5, page 23 of this document and may be used as appropriate in Board proceedings.

26: Reconsideration of Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

27: Rescinding Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

SECTION III -GENERAL PROVISIONS

28: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.41.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Administrator. The County Administrator shall provide an orientation program for new Commissioners and the Chair.

29: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

(a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.

(c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

30: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order, having ascertained that a quorum is present;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while

presiding. The Chair shall have nothing to say on the merits of pending questions until the Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

- (1) Vice Chair;
- (2) Other Commissioners based upon seniority;
- (3) Another Commission member who has remained impartial;
- (4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

(f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;

(g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.

(h) Assign Commissioner's seats in the commission chambers.

(i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegations and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.

(j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.

31: Legislative Program and Communication with Lobbyists. Each year, prior to the Legislative Session, the County Administrator shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts shall be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

32: Commissioners Appointment to Boards and Committees. Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned the second meeting in November each year or as soon thereafter as practicable by the new Chair.

(a) A listing of previous-year appointments will be disseminated by the County Administrator to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

- (d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.

33: Appointment by the Board of County Commissioners of Citizens to serve on Boards and Committees.

The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Airport Advisory Committee, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned into the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled." The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).

(a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.

(b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled... These rules may be modified to fit the specific situation.

(b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.

34: Suspension and Construction of Rules. Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Note: This set of Rules of Procedure shall be reviewed and if applicable, adopted no later than the second meeting of each November or as soon thereafter as practicable.

Attachment 1: Request to Speak for Non-Agendaed Items.

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

TED LAKEY, 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

Request to Speak on Non-Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow a period for the public to ask questions, requests for information and requests for action on items not on the agenda.

To speak on an issue not on the agenda you need to complete a "Request to Speak for Non-Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking.

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for three (3) minutes. In most cases you will not receive an immediate response. The Board may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county_admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

.....

Request to Speak on Non-Agendaed Items

Name

Date

Group/Organization you represent, if any:

Phone:

Email:

Topic:

Attachment 2: Request to Speak for Agendaed Items.

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



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Perry, Florida 32348
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Request to Speak on Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow the public to comment on and ask questions regarding items on the agenda.

To speak on an issue on the agenda you need to complete a "Request to Speak for Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking. Please insure that you identify the agenda item number and topic you wish to speak on. You must fill out a separate request for each item you wish to speak on.

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed items. Each individual is allowed to speak for two minutes per item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Agendaed Items

Name _____

Date _____

Group/Organization you represent, if any: _____

Phone: _____

Email: _____

Agenda item Number: _____

Topic: _____

Attachment 3: Request to Amend Suggested Agenda.

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



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Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Request to Amend Suggested Agenda

1: Date of Meeting Agenda to be amended. _____

2: Position of Person Making the request. (Circle one)

County Commissioner, Clerk, County Administrator, County Attorney

3: Name of Person Making the request. _____

Please move the following items from the consent to the regular agenda (may refer by number):

Please place the following topics on the regular or consent agenda (use additional pages for backup or explanation).

Please sign _____ date _____

Attachment 4: Board and Committee Applicants' Ranking Form

MALCOLM PAGE
District 1

JIM MOODY
District 2

FRANK RUSSELL
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



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

Board and Committee Applicants Ranking Form

Date: _____

Commissioner: _____

Note: Rank applicants as follows the best applicant is #1; the second best is number two, etc.

Applicant Name:	Rank Applicants 1-10

Attachment 5: Examples of Motions.

1: **Main Motion.** “Mr. Chair/Madam Chair, I move....” Requires a second – is debatable.

2: Subsidiary Motions:

a. **Amend:** “Mr. Chair/Madam Chair, I move to amend the motion.”, “Mr. Chair/Madam Chair, I move to strike the word(s) _____.”, “Mr. Chair/Madam Chair, I move to insert the word(s) _____ and strike the word(s) _____.” Requires a second – majority vote necessary for approval.

b. **Refer:** “Mr. Chair/Madam Chair, I move we refer the question to....” Requires a second – majority vote necessary for passage – limited debate.

c. **Defer to a time certain (postpone):** “Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time).” Requires a second – majority vote necessary for passage – not debatable.

d. **Limit Discussion or Debate:** “Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time).” Requires a second – a vote of a majority of the members present shall be required to pass. The motion is not debatable.

e. **Call the Question:** “Mr. Chair/Madam Chair, I call the question.” OR “I move to close discussion.” A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.

f. **Amend Something Previously Adopted:** “Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by...” Second is required – is debatable – a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.

g. **Reconsider:** “Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion).” Second is required – majority vote necessary for passage – is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.

h. **Rescind:** “Mr. Chair/Madam Chair, I move to rescind the” Second is required – majority vote with previous notice – discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

3: Incidental Motions.

- a. **Point of Order:** "Mr. Chair/Madam Chair, Point of Order" After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.
- b. **Divide a Motion:** "Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered)." Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided.
- c. **Consider by paragraph or seriatim:** "Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim)." Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action.
- d. **Withdrawing a Motion:** "Mr. Chair/Madam Chair, I withdraw the motion." The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.
- e. **Appeal the decision (of the Chair):** "I appeal the decision of the Chair." Second is required – a majority or tie vote upholds the Chair's decision – debate on motion to appeal is allowed with the Chair speaking first and last.

4: Privileged Motions.

- a. **Adjourn:** "Mr. Chair/Madam Chair, I move to adjourn." Requires a second – majority vote necessary for passage – there can be no discussion.
- b. **Motions of Privilege:** "I rise to a question of privilege affecting the meeting." OR "I rise to a question of personal privilege." The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.
- c. **Recess:** "Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess)." Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary.

Attachment 6: Definition of Parliamentary Terms.

Adhere: to be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

Ad-hoc Committee: a special committee chosen to do a particular task of work only.

Adjourn: to officially terminate a meeting.

Adjourned Meeting: a meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

Adopt: to approve by vote; to pass by whatever vote required for the motion.

Affirmative Vote: the "aye" or "yes" vote supporting a motion as stated.

Agenda: the official list of items of business planned for consideration during a meeting.

Approval of Minutes: Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. **Chair:** the Taylor County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

Board (The Board of County Commissioners): The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

Common Parliamentary Law: The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

Convene: to open a meeting.

Debate: formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

Defer: to not take action by either referring it to a committee; County Administrator or County Attorney for further action.

Delegation of Authority: authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

Demand: an assertion of a parliamentary right by a member of the Commission.

Dilatory Motions or Tactics: misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

Discretionary Duty: a duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

Executive Session: statutorily exempt meeting or session, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

Ex-officio: a person who is assigned to a board or committee by virtue of the office they hold.

Floor (as in "you have the floor"): when a member receives formal recognition from the Chair, s/he "has the floor" and is the only member entitled to make a motion or to speak.

General Consent: an informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

Germane Amendment: an amendment relating directly to the motion to which it is applied.

Hearing: a meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

Hostile Amendment: an amendment that is opposed to the spirit or purpose of the motion to which it is applied.

In Order: permissible and right from a parliamentary standpoint, at the particular time.

Invariable in Wording: when a motion can be worded only one way and therefore is not

subject to amendment, it is said to be invariable in wording.

Majority Vote: more than half of the number of legal votes cast for a motion.

Minutes: the legal record of the action of the Board (or any body) that has been approved by vote of the body.

Motion: a proposal submitted to the Board for its consideration and decision; it is introduced by the words, "I move...."

Objection: the formal expression of opposition to a proposed action.

Order of Business: the adopted order in which the business is presented to the meeting of the Board.

Out of Order: not correct, from a parliamentary standpoint, at the particular time.

Parliamentary Authority: the code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board's rules or Florida Statutes.

Pending Motion: sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board's consideration and is awaiting decision by vote.

Precedence: the rank or priority governing the motion.

Precedent: a course of action that may serve as a guide or rule for future similar situations.

Proposal or Proposition: a statement of a motion of any kind for consideration and action.

Quorum: the number of persons that must be present at a meeting of the Board to enable it to act legally on business.

Recognition: acknowledgement by the Chair, giving a member sole right to speak.

Reconsider: to review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

Request: a statement to the Chair asking a question or some "right."

Rescind: to nullify or cancel a previous action.

Resolution: a formal motion, usually in writing, and introduced by the word “resolved,” that is presented to the Board for a decision.

Resolution of Thanks: a formal resolution given to a person(s) for a special service(s) from the Board.

Restricted Discussion: discussion on certain motions in which discussion is restricted to a few specified points.

Roll Call Vote: a recorded vote taken by calling the roll of the Commission.

Ruling: a pronouncement of the Chair that relates to the procedure of the Board.

Second: after a motion has been proposed, the statement “I second the motion” by another member who thus indicates his/her willingness to have the motion considered.

Seriatim: consideration by sections or paragraphs.

Standing Committees or Boards: committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.

Statute: a law passed by the Legislature.

Tie Vote: a vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

Unanimous Consent: deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

Unfinished Business: any business that is postponed definitely to a time certain.

Voice Vote: a vote taken by asking for the “ayes” and “nays”. A person voting “aye” shall be in favor and a person voting “nay” shall be opposed. :”Aye” may never be used to vote in
opposition.

COMMISSIONERS CODE OF CONDUCT

Commissioners shall be held to the same standard of conduct that is expected of the public and the staff during board meetings, workshops or any special meetings. The following Commissioner Code of Conduct shall be followed:

- a. Commissioners shall be recognized by the Chair before speaking, commenting or asking a question.
- b. Commissioners shall not interrupt or interfere with any person who has the floor.
- c. Commissioners shall at all times be respectful of other Commissioners, staff and members of the public. This shall include the tone, volume and context of what is being stated.
- d. Commissioners shall not engage in unprofessional debate with another Commissioners, staff or member of the public.
- e. Commissioners shall not display negative facial expressions or any other unprofessional behavior such as negative sounds.
- f. Commissioners shall not threaten another Commissioner, staff member or member of the public.
- g. A Commissioner that is called out-of-order shall refrain from debate or continuing to speak until recognized by the Chair to speak.
- h. A Commissioner that is declared out-of-order and does not comply with the Commissioner Code of Conduct is subject to a verbal warning from the Chair and if the behavior continues, is subject to removal from the meeting by the attending officer.
- i. Commissioners shall not interfere with day-to-day operations.
- j. Commissioners shall not directly make requests from Department Heads.

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS
FINANCIAL REPORT FOR FY 18/19

NAME AND ADDRESS OF OF GOVERNMENTAL UNIT:

TAYLOR COUNTY CLERK OF COURT
108 N. JEFFERSON STREET
P.O. BOX 620
PERRY, FL. 32348

NAME OF CHIEF FINANCIAL OFFICER:

ANNIE MAE MURPHY

TITLE OF CHIEF FINANCIAL OFFICER:

CLERK OF COURT

TELEPHONE NUMBER:

(850) 838-3506 x112

**PERSON WHO MAY BE CONTACTED
REGARDING THIS REPORT:**

ANNIE MAE MURPHY, Clerk

(850) 838-3506 x112

CERTIFICATION:

I do solemnly swear that the
information reported herein is a
true, correct and complete report
of all revenues and expenditures
of my office for the year ending
September 30, 2019.

Annie Mae Murphy
Annie Mae Murphy, Clerk

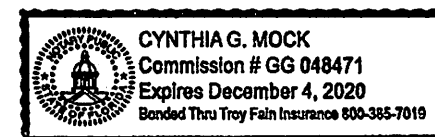
Office of Clerk of Court
Taylor County, Florida

STATE OF FLORIDA
COUNTY OF TAYLOR

SWORN TO AND SUBSCRIBED BEFORE ME, this 30th day of October, 2019
By ANNIE MAE MURPHY, who is Personally Known ☒ or Produced Identification _____
Type of Identification Produced _____

Cynthia G. Mock
NOTARY PUBLIC
STATE OF FLORIDA

CYNTHIA G. MOCK
(Printed Name of Notary Public)



(A)

COVER SHEET

REVENUE & EXPENDITURES/EXPENSES

REPORTING ENTITY: CLERK OF COURT

REPORTING FUND GROUP: COUNTY/BCC FUND 054 FY 18/19

TOTAL EXPENDITURES AND REVENUE	
EXPENDITURES	REVENUE
1000000	1000000
2000000	2000000
3000000	3000000
4000000	4000000
5000000	5000000
6000000	6000000
7000000	7000000
8000000	8000000
9000000	9000000
10000000	10000000
11000000	11000000
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99000000	99000000
100000000	100000000

[illegible]

REVENUE & EXPENDITURES/EXPENSES

REPORTING ENTITY: CLERK OF COURT

REPORTING FUND GROUP: COUNTY/BCC FUND 054 FY 18/19

REVENUES/OTHER CREDITS

[illegible]

REVENUE & EXPENDITURES/EXPENSES

REPORTING ENTITY: CLERK OF COURT

REPORTING FUND GROUP: COUNTY/BCC FUND 054 FY 18/19

EXPENDITURES/DEBITS

[illegible]

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL
REPORT FOR
2018-19

Name of governmental unit
Taylor County Tax Collector

Address
PO Box 30

City and zip code
Perry, Florida 32348

Name of chief financial officer
Mark Wiggins

Title of chief financial officer
Tax Collector

Telephone number (850) 838-3517

Person who may be contacted regarding this report.
Name: **Trina F. Bean, E.A.**

Telephone number (850) 838-3517

CERTIFICATION

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2019.

(Signature)


Office of Tax Collector

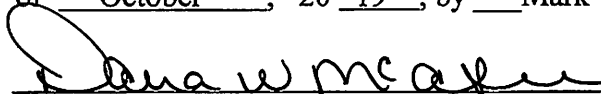
Taylor County

STATE OF FLORIDA

COUNTY OF Taylor

Sworn to and subscribed before me this 30th day

of October, 20 19, by Mark Wiggins

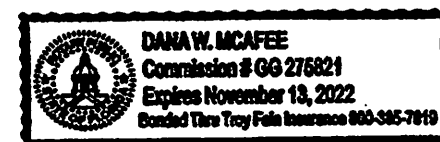


Signature of Notary Public - State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X or Produced Identification

Type of Identification Produced



REPORTING ENTITY Taylor County Tax CollectorID NUMBER 62-004

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts Payable	2XX			387,838	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X			27,434	XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES				415,272			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

REPORTING ENTITY Taylor County Tax Collector **ID NUMBER** 62-004

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

EQUITY AND OTHER CREDITS Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved 24X		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Fund balance - unreserved 271		XXXXXXXX	2,100	XXXXXXXX	XXXXXXXX	
Contributed capital 250	XXXXXXXX			XXXXXXXX	XXXXXXXX	
Retained earnings - reserved 248	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Retained earnings - unreserved 272	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Investment in general fixed assets 280	XXXXXXXX	XXXXXXXX	XXXXXXXX		XXXXXXXX	
TOTAL EQUITY			2,100		XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS			417,372			

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			471,355	XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115			43,493	XXXXXXXX	XXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXX	XXXXXXXX	
Receivables from other governments	133				XXXXXXXX	XXXXXXXX	
Other receivables (net)	12X				XXXXXXXX	XXXXXXXX	
Inventories	14X				XXXXXXXX	XXXXXXXX	
Investments (net)	151				XXXXXXXX	XXXXXXXX	
Prepaid items	155				XXXXXXXX	XXXXXXXX	
Other assets	156				XXXXXXXX	XXXXXXXX	
Fixed assets	16X	XXXXXXXXXX				XXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				514,848			

(CONTINUED)

FUND GROUP

ID Number: 62-004

General - Operating Account

REVENUES AND OTHER CREDITS

(311.000 THROUGH 390.000)

Whole Dollars Only[illegible]

1,142,446

Duplicate this page if additional lines are needed.

FUND GROUP

REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: TAYLOR COUNTY TAX COLLECTOR

ID Number: 62-004

REPORTING FUND GROUP: General - Operating Account

EXPENSES AND OTHER DEBITS
(511 THROUGH 592)

Whole Dollars Only[illegible]

TOTAL EXPENDITURES AND OTHER DEBITS

1,044,970

Duplicate this page if additional lines are needed.

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR

Name of governmental unit
Taylor County Property Appraiser

Address
P.O. Box 936

City and Zip Code
Perry, Florida 32348

Name of chief financial officer
Bruce A. Ratliff

Title of chief financial officer
Property Appraiser

Telephone number (850) 838-3511

Person who may be contacted regarding this report.
Name: Shawna Beach (850) 838-3511

RECEIVED

OCT 29 2019

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

CERTIFICATION

I do solemnly swear that the information reported
herein is a true, correct and complete report of all revenues
and expenditures of my office for the year ending September
30, 2018

B. A. Ratliff
(Signature)

Office of Property Appraiser
Taylor County

STATE OF FLORIDA
COUNTY OF TAYLOR

Sworn to and subscribed before me this 25th day
of October, 2019, by Bruce A. Ratliff

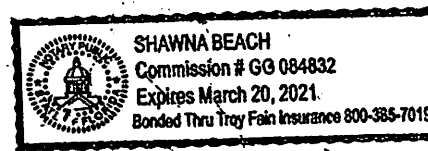
Signature of Notary Public - State of Florida

Shawna Beach

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced





Bruce A. Ratliff - Taylor County Property Appraiser

108 N Jefferson St - Suite 201
P.O. Box 936
Perry, Florida 32348-0936

Courthouse
Phone (850) 838-3511
Fax (850) 838-3545

Friday October 25, 2019

Dannielle Welch:

2018-2019 Excess Funds.

Savings Interest	\$92.30
Shared Revenue- BCC	<u>\$1,371.62</u>
Total Excess Funds	\$1,463.92

Check # 20129

Trust Account

Trust Interest	\$2.98
-----------------------	---------------

Check # 1131

Thank you,
Shawna Beach

REPORTING ENTITY Taylor County Property AppraiserID NUMBER 59-1149022

**COMBINED STATEMENT OF POSITION ALL FUND
TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

LIABILITIES	CODE	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long- term debt	Total (memorandum only)
Accounts Payable	2XX				XXXXXX	XXXXXX	
Interfund payables	20X				XXXXXX	XXXXXX	
Payables to other governments	208				XXXXXX		
Other Liabilities	23X				XXXXXX		
Deposits	220				XXXXXX	XXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXX	XXXXXX	
Deferred revenue	223				XXXXXX	XXXXXX	
Bonded debt payable	25X				XXXXXX		
Other debt payable	22X				XXXXXX		
Compensated Absences	21X				XXXXXX		
TOTAL LIABILITIES							

Note: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness

REPORTING ENTITY Taylor County Property AppraiserID NUMBER 59-1149022

**COMBINED STATEMENT OF POSITION ALL FUND
TYPES AND ACCOUNT GROUPS**

REPORT AMOUNTS IN WHOLE DOLLARS ONLY

EQUITY AND OTHER CREDITS	CODE	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long- term debt	Total (memorandum only)
Funds balance - reserved	24X		XXXXXXX		XXXXXXX	XXXXXXX	
Fund balance - unreserved	271		XXXXXXX		XXXXXXX	XXXXXXX	
Contributed capital	250	XXXXXXX			XXXXXXX	XXXXXXX	
Retained earnings - reserved	248	XXXXXXX		XXXXXXX	XXXXXXX	XXXXXXX	
Retained earnings - unreserved	272	XXXXXXX		XXXXXXX	XXXXXXX	XXXXXXX	
Investment in general fixed assets	280	XXXXXXX	XXXXXXX	XXXXXXX		XXXXXXX	
TOTAL EQUITY		1463.92					
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS		1463.92					

**COMBINED STATEMENT OF POSITION ALL FUND
TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

ASSETS AND OTHER DEBITS	CODE	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long- term debt	Total (memorandum only)
Cash	10X	1463.92			XXXXXXX	XXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXX	XXXXXXX	
Accounts receivable (net)	115				XXXXXXX	XXXXXXX	
Interfund receivables and advances	23X				XXXXXXX	XXXXXXX	
Receivables from other governments	133				XXXXXXX	XXXXXXX	
Other receivables (net)	12X				XXXXXXX	XXXXXXX	
Inventories	14X				XXXXXXX	XXXXXXX	
Investments (net)	151				XXXXXXX	XXXXXXX	
Prepaid items	155				XXXXXXX	XXXXXXX	
Other assets	156				XXXXXXX	XXXXXXX	
Fixed assets	16X	XXXXXXX				XXXXXXX	
Amounty available in debt service	180	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
Amount to be provided	181	XXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
TOTAL ASSETS AND OTHER DEBITS		1463.92					

(CONTINUED)

**FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES**

REPORTING ENTITY: TAYLOR COUNTY PROPERTY APPRAISER

ID NUMBER: 59-1149022

REPORTING FUND GROUP: General - Operating Account

**REVENUES AND OTHER CREDITS
(311.000 THROUGH 390.000)**

WHOLE DOLLARS ONLY

Account Number	Description	Amount
338.001	Shared Revenue - Board of County Commissioners	763,184

TOTAL REVENUES AND OTHER CREDITS

Duplicate this page if additional lines are needed

763,184

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: TAYLOR COUNTY PROPERTY APPRAISER

ID NUMBER: 59-1149022

REPORTING FUND GROUP: General - Operating Account

EXPENSES AND OTHER DEBITS

(511 THROUGH 592)

(personal services, operating expenses, capital outlay, non-operating expenses)

WHOLE DOLLARS ONLY

Account Number	Description	Amount
513.1011	OFFICIAL SALARY	0
513.1012	REGULAR SALARIES	9,274
513.1015	SPECIAL PAY	2,000
513.102152	FICA - REGULAR	1,476
513.102153	FICA - OTHER	230
513.102154	MEDICARE	345
513.102251	RETIREMENT - OFFICIAL	(35)
513.102252	RETIREMENT - EMPLOYEE	12,907
513.102253	RETIREMENT - SMS/SES	(7,780)
513.102254	RETIREMENT - DROP	2,767
513.1023	LIFE & HEALTH INSURANCE	(5,774)
513.3151	EDP SERVICES - SOFTWARE	(15,705)
513.3152	APPRAISAL SERVICES	(3,553)
513.3153	MAPPING SERVICES	(1,032)
513.3154	LEGAL SERVICES	2,500
513.3400	OTHER CONTRACTUAL SERVICE	(3,350)
513.4000	TRAVEL & PER DIEM	1,183
513.4100	COMMUNICATIONS/TELEP	(1,149)
513.4251	POSTAGE	1,934
513.4451	RENTALS & LEASES OFFICE	750
513.4500	INSURANCE	(804)
513.4651	REPAIR & MAINT. OFFICE EQ	1,500
513.4652	REPAIR & MAINT. - VEH	1,263
513.4700	PRINTING & BINDING	(3,707)
513.4951	LEGAL ADVERTISEMENT	(260)
513.5100	OFFICE SUPPLIES	2,325
513.5453	EDUCATION	2,135
513.5454	DUES/MEMBERSHIP	932
513.9400	EMERGENCY CONTINGENCY	1,000
		1,372

TOTAL EXPENDITURES AND OTHER DEBITS

Duplicate this page if additional lines are needed

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR 2018-19

CERTIFICATION

Name of governmental unit
Taylor County Supervisor of Elections
Address
PO Box 1060
City and zip code
Perry, Florida 32348
Name of chief financial officer
Dana Southerland
Title of chief financial officer
Supervisor of Elections
Telephone number (850) 838-3515

Person who may be contacted regarding this report.
Name: **Trina F. Bean, E.A.**
Telephone number (850) 838-3517

RECEIVED

OCT 25 2019

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2019.

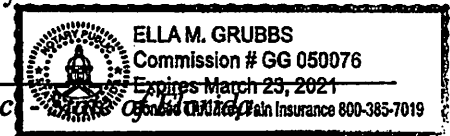
Dana Southerland
(Signature)

Office of Supervisor of Elections
Taylor County

STATE OF FLORIDA
COUNTY OF Taylor
Sworn to and subscribed before me this 25th day

of October, 20 19, by

Ellen M. Grubbs
Signature of Notary Public
Ellen M. Grubbs



(Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known ☒ or Produced Identification _____
Type of Identification Produced _____

REPORTING ENTITY Taylor County Supervisor of ElectionsID NUMBER 0902

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

		Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
LIABILITIES	Code						
Accounts Payable	2XX			0	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X			14,583	XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES				14,583			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

REPORTING ENTITY Taylor County Supervisor of Elections **ID NUMBER** 0902

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

EQUITY AND OTHER CREDITS Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved 24X		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Fund balance - unreserved 271		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Contributed capital 250	XXXXXXXX			XXXXXXXX	XXXXXXXX	
Retained earnings - reserved 248	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Retained earnings - unreserved 272	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Investment in general fixed assets 280	XXXXXXXX	XXXXXXXX	XXXXXXXX		XXXXXXXX	
TOTAL EQUITY					XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS			14,583			

REPORTING ENTITY Taylor County Supervisor of Elections ID NUMBER 0902

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			40,902	XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115				XXXXXXXX	XXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXX	XXXXXXXX	
Receivables from other governments	133				XXXXXXXX	XXXXXXXX	
Other receivables (net)	12X				XXXXXXXX	XXXXXXXX	
Inventories	14X				XXXXXXXX	XXXXXXXX	
Investments (net)	151				XXXXXXXX	XXXXXXXX	
Prepaid items	155				XXXXXXXX	XXXXXXXX	
Other assets	156				XXXXXXXX	XXXXXXXX	
Fixed assets	16X	XXXXXXXXXX				XXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				40,902			

(CONTINUED)

FUND GROUP REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: Taylor County Supervisor of Elections ID Number: 0902

REPORTING FUND GROUP: General - Operating Account

REVENUES AND OTHER CREDITS (311.000 THROUGH 390.000)

Whole Dollars Only

Account Number	Description	Amount
338.001	Taylor County Board of County Commissioners	619,369
341.524	Miscellaneous Fees	849
361.001	Interest Earned	23
341.540	State Agency - Federal Election Activity Grant	-
340.000	Taylor County Board of Co Commissioners - Payroll Bonus Reimb	-
368.000	Due to BCC for YE 2017 & 2018 Grant Corrections	4,799

Budget : 553,869

Spec. Election : 65,500

619,369

65,500

(60,497) amt. reimb. from State
for Spec. Election

TOTAL REVENUE

Duplicate this page

\$ 5,003

owed back to BCC
for Special Election

625,040

26,319

(5,003) owed back to BCC

(872) Excess Fees

(4,799) Grant Corrections

15,645

excess budget funds

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR

Name of governmental unit

Taylor County Sheriff's Office

Address

108 North Jefferson Street, Suite 103

City and zip code

Perry, Florida 32347

Name of chief financial officer

Wayne Padgett

Title of chief financial officer

Sheriff

Telephone number (850) 584-4225

Person who may be contacted regarding this report:

Name: Linda H. Bryant

Telephone number (850) 584-4225

RECEIVED

OCT 22 2019

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

CERTIFICATION

I do solemnly swear that the information reported herein
is a true, correct and complete report of all revenues and
expenditures of my office for the year ending September 30,
2019.

Wayne Padgett
(Signature)

Office of Sheriff

Taylor County

STATE OF FLORIDA

COUNTY OF Taylor

Sworn to and subscribed before me this 15th day

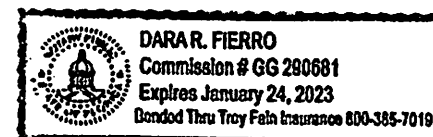
Of October, 2019, by Wayne Padgett

Dara R. Fierro
Signature of Notary Public - State of Florida

Dara R. Fierro
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X or Produced Identification

Type of Identification Produced



TAYLOR CO SHERIFF'S OFFICE

5381

Return to

9/30/19

414,381.31

414,381.31

RECEIVED

OCT 22 2019

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Budget \$ 14,431.65
Excess \$ 399,949.66

9/30/19

5381

Board of County Commissioners

\$414,381.31

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts Payable	2XX			1,575.45			
Interfund payables	20X						
Payables to other governments	208						
Other liabilities	23X						
Deposits	220						
Obligations under reverse repurchase agreements	222						
Deferred revenue	223						
Bonded debt payable	25X						
Other debt payable	22X						
Compensated absences	21X						
TOTAL LIABILITIES				1,575.45			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

REPORTING ENTITY Taylor County Sheriff's Office **ID NUMBER** 62-002

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

EQUITY AND OTHER CREDITS Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved 24X						
Fund balance - unreserved 271						
Contributed capital 250						
Retained earnings - reserved 248						
Retained earnings - unreserved 272						
Investment in general fixed assets 280						
TOTAL EQUITY						
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS			1,575.45			

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			415,956.76			
Taxes and assessments receivable (net)	11X						
Accounts receivable (net)	115						
Interfund receivables and advances	23X						
Receivables from other governments	133						
Other receivables (net)	12X						
Emergency Management							
Inventories	14X						
Investments (net)	151						
Prepaid items	155						
Other assets	156						
Fixed assets	16X						
Amount available in debt service	180						
Amount to be provided	181						
TOTAL ASSETS AND OTHER DEBITS				415,956.76			

(CONTINUED)

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FUND GROUP

ID Number: 62-002

REPORTING FUND GROUP:

EXPENSES AND OTHER DEBITS
(511 THROUGH 592)

Whole Dollars Only[illegible]

6,825,622

Duplicate this page if additional lines are needed.

Taylor County Sheriff's Office
Overall Budget
Compared with Current Expenses
For the Twelve Months Ending September 30, 2019

	Year to Date Budget	Year to Date Actual	Year to Date Balance
Personal Services			
Law Enforcement	\$ 3,753,479.54	\$ 3,713,061.88	40,417.66
Corrections	<u>2,041,294.46</u>	<u>1,811,462.27</u>	<u>229,832.19</u>
Total Personal Services	<u>5,794,774.00</u>	<u>5,524,524.15</u>	<u>270,249.85</u>
 Operating Expense			
Law Enforcement	527,753.81	683,394.86	(155,641.05)
Corrections	<u>516,526.19</u>	<u>513,430.80</u>	<u>3,095.39</u>
Total Cost of Operating Expenses	<u>1,044,280.00</u>	<u>1,196,825.66</u>	<u>(152,545.66)</u>
 Capital Outlay			
Law Enforcement	0.00	89,489.20	(89,489.20)
Corrections	<u>0.00</u>	<u>14,783.34</u>	<u>(14,783.34)</u>
Total Capital Outlay	<u>0.00</u>	<u>104,272.54</u>	<u>(104,272.54)</u>
 Contingency			
Agency Contingency	1,000.00	0.00	1,000.00
 Budget vs Actual	<u>6,840,054.00</u>	<u>6,825,622.35</u>	<u>14,431.65</u>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the first of two public hearings at 9:15 a.m. to discuss and receive public input for the possible grant submission to the 2019 funding cycle of the Florida Department of Environmental Protection Land and Water Conservation Fund (LWCF) grant program requesting funding assistance in the amount of \$200,000 for the renovation of Hodges Park at Keaton Beach.

MEETING DATE REQUESTED:

November 19, 2019

Statement of Issue: The Board to receive public input and discuss the possible grant submission for the upcoming funding cycle of the LWCF requesting funding assistance for the renovation of Hodges Park.

Recommended Action: Move forward with the second public hearing and submission of grant application for the rehabilitation of Hodges Park.

Fiscal Impact: There is a dollar per dollar match with this grant as it is federal funds, however the County can use Restore Act (Deep Water Horizon) funds for the match if the Board so approves.

Budgeted Expense: Y/N Not applicable at this time. The Board has approved moving forward with an amendment to the State Expenditure Plan (SEP) for the use of Restore Act funds. Hodges Park is included in the list of projects to be listed in the amendment.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to submit one grant application for 2019 funding available through the LWCF. Staff is recommending submitting grant application in the amount of \$200,000 for the renovation of Hodges Park. Two public hearings are required of the grant and the second will be held December 9, 2019 at 6:05p.m. if the Board approves moving forward with the grant submission. The County has not applied for a LWCF grant in the past five years due to a match being required. The County was last awarded

funding in 2014 for the development of Keaton Beach Coastal Park. The County provided a match in the amount of \$30,000 and the remainder of the match was provided by a Southeast Watershed Forum Grant, a Coastal Partnership Initiative Grant, and a U.S. Fish and Wildlife Service Grant. If awarded the grant, the County will have three years to complete the project.

Attachments: Information on the LWCF program



Facts about LWCF

[Home](#) » [Divisions](#) » [Division of State Lands](#) » [Land and Recreation Grants Program](#) » Facts about LWCF

What is the Land and Water Conservation Fund Program?

LWCF is a competitive program that provides grants for acquisition or development of land for public outdoor recreation use.

How is LWCF Administered?

Florida Department of Environmental Protection (DEP) administers the program on behalf of the U.S. Department of the Interior, National Park Service. The program is governed according to Florida Statutes, Administrative Code and the LWCF Grants Manual.

Who May Apply for LWCF Funds?

All local governmental entities with the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the public.

How Do I Apply?

Applicants must submit a completed LWCF grant application during an announced submission period. Applicants may submit only one application during the submission period. Applications must involve only one project site except for acquisition or development of sandy beach access.

What is the Maximum Grant Amount?

The maximum grant amount will be announced prior to the submission period.

What is the LWCF Matching Ratio?

The matching ratio is one applicant dollar to one federal dollar for all LWCF grant awards (50% / 50%).

What Can I Use to Match a LWCF Grant?

*Cash; *In-kind services; *Value of donated real property owned by applicant (must be pre-approved by DEP).

What may LWCF Funds be used for?

- **Development:** Outdoor recreation areas and facilities such as beaches, picnic areas, trails, ball fields, tennis and basketball courts, and playgrounds along with associated support facilities such as lighting, parking, restrooms and landscaping. Enclosed buildings and structures (except restrooms, restroom/concession buildings and bathhouses) are ineligible.
- **Acquisition:** Land for outdoor recreation purposes.

Must an applicant own the project site?

For development projects, the applicant must own the project site or lease it from a public agency by the closing date of the application submission period. Land owned or leased by the applicant must be dedicated in perpetuity as a public outdoor recreation area.

How are LWCF Grants Awarded?

Each application is reviewed to determine eligibility. Staff evaluates each eligible application according to the Florida Administrative Code and the LWCF Manual, and assigns a final score. Based on the scores, the bureau prepares and

submits a recommended priority list to the Secretary of DEP for approval. State approved projects are then submitted to the U.S. Department of the Interior, National Park Service for final review and award.

If an applicant is awarded LWCF funds, what are the major requirements?

Project Agreement: DEP and the grantee will enter into an agreement setting forth conditions consistent with DEP policy, the Florida Administrative Code and the LWCF Manual.

- **Completion Time:** Grantees may be allowed up to three years from the effective date of the agreement to complete development projects, and one year for acquisition projects.
- **Payment Schedule:** Grantees will receive LWCF funds on a reimbursement basis.
- **Project Plans:** Development projects shall have final plans prepared and certified by an engineer or architect registered in the state of Florida.
- **Project Accessibility:** A recipient of federal funding may not, directly or through contractual or other arrangements, on the grounds of age, race, color, sex, national origin, physical or mental disability, deny an individual any service or benefit that could otherwise be reasonably provided.
- **Site Dedication:** LWCF assisted park land must be dedicated as a public outdoor recreation area in perpetuity. Grantees must commit to operate and maintain LWCF assisted public recreation facilities in reasonable repair for a minimum of 25 years after completion of construction to prevent undue deterioration.
- **Land Acquisition:** Unless approved by DEP in advance, formal negotiations for acquisition of a LWCF assisted site may not begin until the grant is awarded by the National Park Service. Grantees have up to three years to develop the property after purchase.

Who Do I Call for More Information?

Department of Environmental Protection
Land and Recreation Grants
3900 Commonwealth Boulevard, MS 585
Tallahassee, Florida 32399-3000
Phone 850-245-2501
Fax 850-245-3038

Last Modified: May 10, 2019 - 8:45am



Florida Department of Environmental Protection

LAND AND WATER CONSERVATION FUND PROGRAM
GRANT APPLICATION PACKAGE

<i>Population Density 1 - Population Under 10,000</i>	
Rank	Funding
1	Construction
2	Renovation
<i>Population Density 2 - Population 10,000 to 24,999</i>	
Rank	Funding
1	Renovation
2	Construction
<i>Population Density 3 - Population 25,000 to 49,999</i>	
Rank	Funding
1	Construction
2	Renovation
<i>Population Density 4 - Population 50,000 to 99,999</i>	
Rank	Funding
1	Construction
2	Renovation
<i>Population Density 5 - Population 100,000 and Over</i>	
Rank	Funding
1	Renovation
2	Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida



Florida Department of Environmental Protection

LAND AND WATER CONSERVATION FUND PROGRAM
GRANT APPLICATION PACKAGE

Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation	Construction	
	<u>Facility</u>	<u>Facility</u>	
1	Rest Rooms	Support Facilities	Cluster I
2	Support Facilities	Rest Rooms	
3	Playgrounds	Playgrounds	
4	Baseball Fields	Softball Fields	Cluster II
5	Tennis Courts	Soccer Fields	
6	Softball Fields	Baseball Fields	
7	Basketball Courts	Basketball Courts	Cluster III
8	Boating Facilities	Picnic Facilities	
9	Swimming Pools	Swimming Pools	
10	Picnic Facilities	Football Fields	
11	Soccer Fields	Tennis Courts	
12	Exercise Trails	Handball Courts	Cluster IV
13	Football Fields	Nature Trails	
14	Shuffleboard Courts	Bike Trails	
15	Handball Courts	Boating Facilities	Cluster V
16	Beach Access	Other	
17	Fishing Piers	Exercise Trails	
18	Camping	Golf Courses	
19	Bike Trails	Hiking Trails	
20	Nature Trails	Fishing Piers	
21	Other	Camping	
22	Golf Courses	Beach Access	Cluster VI
23	Hiking Trails	Historical Facilities	
24	Historical Facilities	Horse Trails	
25	Horse Trails	Shuffleboard Courts	

Population Density 2 – Population from 10,000 to 24,999

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA WHICH PROHIBITS SMOKING OF TOBACCO, USE OF TOBACCO PRODUCTS AND VAPING AT OR IN HODGES PARK, SOUTHSIDE PARK, HAMPTON SPRINGS HISTORICAL SITE, KEATON BEACH COASTAL PARK, TAYLOR COUNTY SPORTS COMPLEX, SHADY GROVE COMMUNITY CENTER AND PARK AND STEINHATCHEE COMMUNITY CENTER AND PARK; PROVIDING PENALTIES; PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, have been informed that smoking tobacco products and vaping is hazardous to health and especially harmful to young citizens of our County, and

WHEREAS, the Board has also found that some citizens are vaping and smoking on the recreational properties of Taylor County, and

WHEREAS, the Board wants to prohibit smoking of tobacco, use of tobacco products and vaping in the following properties in Taylor County, to-wit: Hodges Park, Southside Park, Hampton Springs Historical Site, Keaton Beach Coastal Park, Taylor County Sports Complex, Shady Grove Community Center and Park and Steinhatchee Community Center and Park.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, TO-WIT:

Section 1. DEFINITIONS

A. Vaping: The inhaling of a vapor created by an electronic cigarette (e-cigarette) or other vaping device.

B. Electronic cigarette (E-cigarette): An electronic cigarette or e-cigarette is a handheld electronic device that simulates the experience of smoking a cigarette. It works by heating a liquid which generates an aerosol or "vapor" that is inhaled by the user.

C. Taylor County Properties:

Hodges Park

Southside Park

Hampton Springs Historical Site

Keaton Beach Coastal Park

Taylor County Sports Complex

Shady Grove Community Center and Park

Steinhatchee Community Center and Park

Section 2. It is unlawful to smoke tobacco products, use tobacco products and vape on the above Taylor County properties.

Section 3. Penalties.

A. A person found smoking tobacco products, using tobacco products or vaping on the above properties is guilty of a civil infraction and subject to a fine of up to \$25.00.

B. Any subsequent infraction by the same person, the fine will also be \$25.00.

Section 4. Enforcement.

A. In addition to the Taylor County Sheriff's Office who may issue citations for violation of this Ordinance, the Taylor County Code Enforcement Officer is authorized to issue citations for the violation of this Ordinance.

B. The citation shall be in this form:

CITATION

You have been observed smoking tobacco products, using tobacco products or vaping on Taylor County property, to-wit: _____ on _____, 2019, at _____ .m.

The fine for said violation is \$25.00 payable at the Taylor County Annex at 201 East Green Street, Perry, Florida and is payable within ten (10) days of the date of the citation.

If you wish to contest the fine, you can request a hearing before the County Administrator within ten (10) days of the date of the citation.

The decision of the County Administrator is final.

Dated this _____ day of _____, 2019.

By: _____

Section 5. Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

PAM FEAGLE, Chairperson

ATTEST

ANNIE MAE MURPHY,
Clerk of Court

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider an appeal filed by Michele and Don Curtis to variances granted by the Planning Board to the Steinhatchee at Deadman's Bay proposed marina development

MEETING DATE REQUESTED:

November 19, 2016

Statement of Issue: Public hearing to consider appeal

Fiscal Impact:

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Planning staff received an application for variances to the Land Development Code (LDC) from Matthew H. Lahti, representing Steinhatchee Marina at Deadman's Bay, LLC on August 13, 2019. During a public hearing held on September 5, 2019, the board voted to continue the hearing until October 3, 2019. The requested variances are as follows:

1. **Variance for Restrooms Below Base Flood Elevation:** Board to consider variance to site public restrooms below Base Flood Elevation (BFE) at proposed commercial marina.
2. **Variance to Height Restrictions for Commercial Marina:** Board to consider variance to exceed the maximum mean roof height above BFE by 6-feet.
3. **Variance to Height Restrictions for Dry Stack Storage:** Board to consider variance to exceed the maximum mean roof height above BFE.
4. **Variance to Setback Requirement for Marina:** Board to consider variance to allow marina within 7.5' of the front (Riverside Dr.) property line.
5. **Variance to Setback Requirements for Dry Stack Storage:** Board to consider variance to allow dry stack storage building within 2.2' of the front (Riverside Dr.) property line and 3' from the side property line (Main St.)

The Taylor County Planning Board held a public hearing on October 3, 2019 and approved all of the requested variances. Planning staff received a notice of appeal from Michele and Don Curtis on November 1, 2019.

- Attachments:**
1. Copy of application
 2. Maps provided by applicant
 3. Planning Board minutes
 4. Copy of hearing notice
 5. Copy of notice of appeal
- Options:**
1. Uphold all, or a portion of, Planning Board decision
 2. Overturn all, or a portion of, Planning Board decision

I have attached pertinent sections of the LDC for your convenience.

R322.1.6 Protection of mechanical, plumbing and electrical systems.

Electrical systems, *equipment* and components; heating, ventilating, air conditioning; plumbing *appliances* and plumbing fixtures; *duct systems*; and other service *equipment* shall be located at or above the elevation required in Section R322.2 or R322.3. If replaced as part of a substantial improvement, electrical systems, *equipment* and components; heating, ventilating, air conditioning and plumbing *appliances* and plumbing fixtures; *duct systems*; and other service *equipment* shall meet the requirements of this section. Systems, fixtures, and *equipment* and components shall not be mounted on or penetrate through walls intended to break away under flood loads.

Exception: Locating electrical systems, *equipment* and components; heating, ventilating, air conditioning; plumbing *appliances* and plumbing fixtures; *duct systems*; and other service *equipment* is permitted below the elevation required in Section R322.2 or R322.3 provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation in accordance with ASCE 24. Electrical wiring systems are permitted to be located below the required elevation provided that they conform to the provisions of the electrical part of this code for wet locations.

R322.3.2 Elevation requirements.

Buildings and structures erected within coastal high hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 1 foot (305 mm) or the design flood elevation, whichever is higher.

Height, building, means the vertical distance from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch. Height of a building in stories includes basements, except as specifically provided for in the building code set forth in article IV, division 1, of this chapter.

Restrictions. In the Steinhatchee area described in subsection (a) of this section the height limitation is as follows:

Generally. Maximum structure height is limited to 32 feet. Building height shall be measured from the highest point of the natural or existing ground elevation immediately adjacent to the subject building or structure, except that in those areas of Steinhatchee located in whole or in part within the Coastal High Hazard Area (FEMA V Zone and A Zone) as delineated on the Flood Insurance Rate Map (FIRM) the building height shall be measured from the base flood elevation (BFE) as established on the FIRM.

Exceptions. Church spires, chimneys, water towers, transmitter towers, smokestacks, flagpoles, television antennas, and similar structures and their necessary mechanical appurtenances, may, where specifically permitted by the commission, be erected above the height limits established in subsection (c)(1) of this section.

Sec. 42-717. - Setbacks.

Mixed use urban development setback.

All permitted or permissible commercial uses and structures, unless otherwise specified:

Front: 20 feet.

Side: None, except where a side yard is provided, then a side yard of at least ten feet must be provided.

Rear: 15 feet.

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

MICHELE AND DON CURTIS,

Appellants,

v.

STEINHATCHEE MARINA AT
DEADMAN'S BAY, LLC,

Appellee.

BOCC CASE NO.: _____

PERMIT NO.: 1850

NOTICE OF APPEAL

NOTICE IS GIVEN that MICHELE AND DON CURTIS, Appellants, appeals to the Board of County Commissioners of Taylor County, Florida, the *ORDER GRANTING VARIANCE APPLICATION WITH CONDITIONS* rendered verbally by the Taylor County Planning Board on October 3rd, 2019, pursuant to Taylor County Code, § 42-55. A copy of the same will be attached to an amended notice of appeal.¹

Respectfully submitted on November 1st, 2019.

¹ The undersigned attorney was advised by the Taylor County Planning Department on November 1st, 2019 that no written rendition of the Taylor County Planning Board's *Order Granting Variance Application With Conditions* has yet been rendered by said Board. In an abundance of caution, this *Notice of Appeal* is being filed within the timeframes set forth in Taylor County Code § 42-55 as if said Board's *Order* was reduced to writing and executed at the time of the hearing on the variance application (October 3rd, 2019).

THE CURTIS LAW FIRM, P.A.

/s/Ray Curtis

Ray Curtis
Florida Bar No. 0043636
103 N. Jefferson Street
Perry, FL 32347
(850) 584-5299 Phone
(850) 290-7448 Fax
Email: ray@thecurtislawfirm.com
Attorney for the Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on November 1st, 2019, by electronic mail to Jesse McIntyre, Esquire, attorney for Appellee, at jsm@mcintyrehenderson.com.

/s/Ray Curtis

Ray Curtis

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

MICHELE AND DON CURTIS,

Appellants,

v.

STEINHATCHEE MARINA AT
DEADMAN'S BAY, LLC,

Appellee.

CASE NO.: 1D19-3037

PERMIT NO.: 1850

NOTICE OF APPEARANCE OF COUNSEL

The law firm of The Curtis Law Firm, P.A., hereby files this Notice of Appearance in the above-styled cause as counsel for the Appellants. All further pleadings and other documents in this cause should be directed to the address of the undersigned attorney.

Ray Curtis, as attorney for the Appellants, hereby designates the following e-mail address for the purpose of service of all documents required to be served in this proceeding:

Primary E-mail Address: ray@thecurtislawfirm.com

Secondary E-mail Address: charlene@thecurtislawfirm.com

Respectfully submitted on November 1st, 2019.

THE CURTIS LAW FIRM, P.A.

/s/Ray Curtis

Ray Curtis

Florida Bar No. 0043636

103 N. Jefferson Street

Perry, FL 32347

(850) 584-5299 Phone

(850) 290-7448 Fax

Email: ray@thecurtislawfirm.com

Attorney for the Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on November 1st, 2019, by electronic mail to Jesse McIntyre, Esquire, attorney for Appellee, at jsm@mcintyrehenderson.com.

/s/Ray Curtis

Ray Curtis



**Steinhatchee Marina at Deadman's Bay
Zoning Variance Request Overview**

Parcel 09965-050

August 12, 2019

Prepared for:

Steinhatchee River Club at Deadman's Bay, LLC
25655 Marsh Landing Parkway
Ponte Vedra, Florida 32082
Contact: Chester Stokes, Jr.

Submitted to:

Mr. Danny Griner
Taylor County – Planning & Zoning
201 East Green Street
Perry, Florida 32347

Prepared by:

Matt Lahti, P.E.
Gulfstream Design Group, LLC
906 Anastasia Blvd, Suite A
Saint Augustine, Florida 32080
1.904.794.4231
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1.0 Property Owner, Applicant, and Agent Information

Property Owner:

Salty Secret Holdings, LLC
25655 Marsh Landing Parkway
Ponte Vedra, Florida 32082
Contact: Chester Stokes, Jr.

Applicant:

Steinhatchee River Club at Deadman's Bay, LLC
25655 Marsh Landing Parkway
Ponte Vedra, Florida 32082
Contact: Chester Stokes, Jr.

Agent for Variance Application:

Gulfstream Design Group, LLC
906 Anastasia Blvd, Suite A
Saint Augustine, Florida 32080
Contact: Matt Lahti, P.E.
matt@gulfstreamdesign.com

1.904.806.2898



2.0 Type of Request

The applicant is seeking to modify select sections of the Taylor County Land Development Code in order to create a mutually beneficial facility for Taylor County and the property owner. This will be done by creating the three Variances listed below in Sections 6.0-9.0.

3.0 Location Description

The property is located on the Southern side of "First Avenue SW" adjacent to the Steinhatchee River and is located in between "First Street NW" and "First Street SE". The site is bound directly to the east by wetlands and salt marsh. The site is located within the "urban core" of Steinhatchee. The County boat ramp is to the east of the site and Roy's is directly to the west of the subject site.

4.0 Property Information

The parcel is numbered "09965-050" per the Taylor County Property Appraiser and consists of approximately 0.35 acres and has a physical address 104 First Avenue SW. The parcels legal description states that: "LEG 0000.35 ACRES - STEINHATCHEE SUB - PART OF BLK 15 DESC AS COM NE COR - BLK 113 RUN S 301.65 FT TO S RW RD - AS POB CONT S 114.25 FT N84DW 10 FT - M/L TO E BNK BASIN NLY WLY ALG BNK - TO E LN 1ST ST W & ON RIVER N 51 FT - S83DE 28.99 FT S84DE 292.27 FT TO - POB LESS W 28.99 FT TOGETHER WITH - ESMTS IN OR 490-719 & 608-567 - TOGETHER WITH LEASES IN OR 581-677 - 608-567 & 639-180 - OR 635-787 - SUBMERGED LAND LEASE OR 681-492 OR 783-714"

5.0 General Description of Proposed Development

The applicant proposes to construct a three story commercial building with associated marina area, and Dry Stack Boat Storage Facility. Please reference "Attachment E" for the geometric site plan. The Marina at Deadman Bay is located on the Steinhatchee River in FEMA Flood Zone VE. Flood Zone VE has a base flood elevation of 17'. The site has an existing average grade of 5.80'. The proposed building is elevated to reduce the risk of flood damage to the conditioned/habitable space in the event of a major storm.

6.0 Zoning Variance Request #1 (Restrooms within a Flood Plain, See Attachment "A, B and C" for supporting documents)

Steinhatchee Marina at Deadmans Bay, LLC (Applicant) is petitioning Taylor County for the allowance of bathroom facilities to be located on the ground level of the proposed Steinhatchee Marina at Deadmans



Bay, which places the facilities within the FEMA base flood plain of that property. However, to not do so creates an undue hardship, an increase in daily life safety, risk, and no guarantee of protection against the threats from which the code is set to protect.

With regards to undue hardship to the owner, please reference the attached architectural documents numbered A1.1.0 (Attachment A) and A1.2.0 (Attachment B). As a business open to the public the Marina and Drystack buildings have a fundamental responsibility to the employees and guests to provide restroom accommodations within the limits of the site. If you were to look at these two components separately the code makes no allowance for sanitary facilities outside of temporary portalet units on the ground level.

Only with the addition of the main marina building does the Steinhatchee Marina at Deadmans Bay, LLC (Applicant) have an opportunity to provide for the required bathroom facilities, but only then on the second floor. This creates an undue hardship by, reducing the overall habitable space on the second floor, and increasing improper traffic of people through the retail from the dry dock bays and the marina, increasing inconvenience, profitability, cost and threat of theft. Additionally, this creates a greater difficulty in accessible accommodations via a single elevator.

Due to this increased traffic, guests and employees must now utilize the overused stairways and elevator increasing the overall life safety risk of the building. This is due to the hazardous conditions created by working in the docks and waterfront, where employees and guest have a chance to come into contact with water and oily substances which will then be transferred to the egress routes of the building. Adding to the threat of potential urgency and divided attention, not only does this increase the likelihood of slips and falls to visitors rushing upstairs; it's also increases the danger to life safety by impairing the primary egress routes in the cause of emergencies.

Finally, it is the design team's belief that the provision in the code does not adequately respond to the issue it is trying to prevent. In this instance, since bathrooms are transitory in nature, the threat of danger does not come from a long-time habitable use, but from the issue of sanitary pollution. In this occurrence by requiring plumbing fixtures to be located above the FEMA flood plain. However, with the use of breakaway walls in the areas below, simply elevating the fixtures does not guarantee that the actual sanitary pipes will remain unbroken. In this case FEMA provide alternates in existing structures to mitigate the same risk while maintaining a ground level bathroom facility.



A. Statement describing special conditions and circumstances, which are peculiar to the land, structure or building involved.

- In this area the base flood plain is remarkably high, increasing the risk of pipe damage running from first to second floor. Additional this increases the height one must travel to reach the second floor where the bathrooms are proposed by code.

B. Statement that the special conditions and circumstances is not the result from action of the applicant.

- The special conditions on the site are due to the base flood level, and stringencies of the Florida Building Code.

C. Explain how a literal interpretation of the provisions of the Code could work unnecessary and undue hardship on the applicant.

- By following the literal interpretation of the code, it creates an undue hardship, an increase in daily life safety risk, and no guarantee of protection against the threats from which the code is set to protect.

D. Explain how the variance, if granted, is the minimum variance that will make possible the reasonable use of the land, structure or building.

- With the use of the Marina and the dry docks, the only other provisions for sanitary facilities employees and guest on the first floor would be port-a-lets or a second-floor use. Neither of these are reasonable solutions to allow the land to be improved upon. So restrooms located on the first floor are the simplest variance.

E. Statement that the variance will not be injurious to the land use district involved or otherwise detrimental to the public interest

- Since the primary threat to public interest is sewer contaminations. The way this variance would not be injurious would be to follow FEMA guidelines to securing existing building located in similar flood plain regions. Just as the code allowed use of portlets creates a precedent where the facilities could be secured or removed during a flood condition. So can the permeant bathrooms located on the first floor follow a secure and protection plan with the event of a storm. This plan mitigates in a more appropriate way the issues that code is trying to protect against. There no threat to injuring land or public interest.



7.0 Zoning Variance Request #2 (Building Height, See Attachment “D” for supporting documents)

Steinhatchee Marina at Deadmans Bay, LLC (Applicant) is petitioning Taylor County for a 2’ variance with regards to building height. Due to the high FEMA base flood plain of the site, and the practicality of certain roof types and aesthetics. The median height of the roof comes in at 38’ as opposed to the allowed 36’

1. ***Statement describing special conditions and circumstances, which are peculiar to the land, structure or building involved.***
 - *Due to the high base flood level, the ground floor height of the building is higher than average. In addition, to match the Florida character of the surrounding buildings and to make the building culturally appropriate for the site requires a pitched shingle roof construction. This in turn requires a certain pitch which takes up more height. If Steinhatchee Marina at Deadmans Bay, LLC (Applicant) were able to use a flat roof this variance would not be required but the character would not fit. Additionally, the hip style of roof that was utilize helps to mitigate wind uplifts creating an overall safer structure.*
2. ***Statement that the special conditions and circumstances is not the result from action of the applicant.***
 - *The special conditions are a circumstance of the base flood plain height and the architectural character of the region. Minimum heights have been utilized to create the floor to floor height for the 2 stories meaning the only way to reduce the total height of the building would be to reduce the roof pitch which would reduce the overall architectural cohesiveness with the region.*
3. ***Explain how a literal interpretation of the provisions of the Code could work unnecessary and undue hardship on the applicant.***
 - *A literal interpretation of the provision may require an alternate roof system that would require much redesign and impairment to the overall building aesthetic and cost.*
4. ***Explain how the variance, if granted, is the minimum variance that will make possible the reasonable use of the land, structure or building.***
 - *The variance would move the total height difference of the building by 2 ft.*



5. Statement that the variance will not be injurious to the land use district involved or otherwise detrimental to the public interest

- A 2ft difference should have minimal detrimental impact to the public. However, to proceed without a variance may increase the threat of injuring through the need to utilize a flatter roof system to come in under the required height.

8.0 Zoning Variance Request #3 (Building Setbacks, Please See Attachment “E” for supporting documents)

Steinhatchee Marina at Deadmans Bay, LLC (Applicant) is petitioning Taylor County for a variance to the setback requirements for the subject parcel. The proposed building incorporates many design elements to reduce risk and increase safety during a major storm event. It is designed around the existing conditions of the site and is by no means a result from actions by the owner. Structures in the VE Zone must be designed so that the bottom of the lowest horizontal structural member is located a minimum of one (1) foot above Base Flood Elevation. The lowest horizontal structural member is the beam, girder, or joist that supports the floor and/or floor system of the structure.

All Heating, Ventilation and Air Conditioning equipment and associated ductwork must be located a minimum of one (1) foot above Base Flood Elevation. Appliances also cannot be located within the area under the proposed finished floor per the Taylor County LDC. This includes, but is not limited to, clothes washers, clothes dryers, water heaters, air handlers, etc. However, the height of the area must be great enough to allow for maintenance and the necessary equipment. The variance is the minimum variance that will make reasonable use of the land as it allows for a single variance to remedy the situation involving the existing conditions and potential future issues to develop a safe structure that will be a landmark for the area for years to come.

The proposed building and development will be a commercial tourist destination for many. The project will bring in an increase in tourism and tax revenue and will ultimately be a sign of positive regional development. The natural surroundings are incorporated into the design and there will not be an increase in flooding to anyone in the area. Currently a 20' setback is required by the Taylor County LDC on the



parcels northern boundary. The applicant is requesting a variance of 14.2' from LDC proposed building 5.8' from the Right of Way line of Taylor County on the northern parcel boundary.

Currently a 5' setback is required by the Taylor County LDC on the parcels eastern boundary. The applicant is requesting a variance of 2.0' from LDC proposed building 3.0' from the Right of Way line of Taylor County on the eastern parcel boundary.

1. *Statement describing special conditions and circumstances, which are peculiar to the land, structure or building involved.*

- Due to the high base flood level building must be designed to accommodate FEMA, match the Florida character of the surrounding buildings and to make the building culturally appropriate for the site requires a layout as proposed in Attachment C. This in turn requires the layout shown for the proposed marina building as well as the proposed dry stack buildings. The setback request on the northern boundary is in character with the remainder of the commercial buildings in the area and these requests will have minimal negative impact on the surrounding areas, it will help to increase the capacity of commercial facilities in the area to support the community.

2. *Statement that the special conditions and circumstances is not the result from action of the applicant.*

- The special conditions are a circumstance of the sites extremely narrow geometric boundary shape, FEMA flood plain height and the architectural character of the region. Minimum heights have been utilized to create the floor to floor height for building meaning the only way to reduce the total size of the building would be to increase the roof height which would reduce the overall architectural cohesiveness with the region.

3. *Explain how a literal interpretation of the provisions of the Code could work unnecessary and undue hardship on the applicant.*

- A literal interpretation of the provision may require an unusually narrow and even taller structure than is currently proposed. The site is bound on the north by a county road and bound to the south by a man made basin. The sites geometric shape presents in itself a hardship and this the request for the setback variances.



4. Explain how the variance, if granted, is the minimum variance that will make possible the reasonable use of the land, structure or building.

- The variance would all this proposed building to be consistent with Roy's directly to the west and is the minimum variance to allow the applicant to make reasonable use of the site.

5. Statement that the variance will not be injurious to the land use district involved or otherwise detrimental to the public interest

- The setbacks requested will have minimal detrimental impact to the public.

9.0 Attachments

- A. Sheet A1-0-1(By SVM Architects and Planners)
- B. A1-2-0 (By SVM Architects and Planners)
- C. A1-2-0 (Plumbing Change) (By SVM Architects and Planners)
- D. Sheet A2-0-0 (ELEVATIONS) (By SVM Architects and Planners)
- E. Civil Site Plan Sheet 4.2 (Site Plan) (By Gulfstream Design Group)

TAYLOR COUNTY PLANNING BOARD

Minutes

October 3, 2019

Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347

Members Present		Speakers		Staff Present
Dale Rowell	Jan Hopkins	Fred Mitchell	Toby Griffis	Danny Griner
Pam Wessels	Earl Ketring	Tim Bailey	Chris Vanzant	Ray Curtis
Donnie Pickford		Chester Stokes	Jody Griffis	
		Matt Lahti	Jim Hunt	
		Barnett Chenault		

GENERAL BUSINESS

1. **Approval of Minutes:** Dale Rowell calls the meeting to order and states that the 1st item on the agenda is approval of the minutes for September 5, 2019. Donnie Pickford makes a motion to approve the minutes as written; Pam Wessels seconds the motion; the vote is unanimous.

PUBLIC HEARINGS

2. **Steinhatchee Marina at Deadman's Bay Variances:** Dale Rowell opens the public hearings for consideration of variances to the height restrictions, setback requirements, and placement of a restroom below Base Flood Elevation (BFE) on the parcel of land in Steinhatchee where the applicant is proposing a marina building and dry stack storage. Dale then states that as he will be required to abstain from discussion and voting on the issue and vice-chair Sally Roberts is not in attendance to act as chair, the board will need to elect a temporary chair to conduct the meeting. Pam Wessel states that she will also have to abstain from discussing and voting on the issues. Pam then makes a motion to nominate Earl Ketring as acting chair; Jan Hopkins seconds the motion; the motion passes by unanimous vote. Board counsel Ray Curtis states that Dale and Pam will have to state the reason for abstaining. Dale states that he has performed surveying services for the applicant. Pam states that she has assisted the applicant in finding property for development. Ray then informs the board that he will be unable to represent the board for the public hearings, as his family is owner of one of the abutting properties.
3. **Variance for Restrooms Below Base Flood Elevation (BFE):** Earl Ketring opens the public hearing to consider a variance to place restrooms below BFE on the ground level of the proposed marina site located at 104 1st Ave SW. Chester Stokes approaches the board stating that he is a long time property developer in Florida and project has been in the planning stages for 2 years, concluding that it is their desire to do the "right thing". Chester continues by stating that they had met with Don & Michele Curtis prior to the meeting and thought they had allayed their concerns around nuisance lighting, noise, view obstruction, etc., then stating that the project is intended to be family friendly, but noted that docks are a required part of the design. Chester then addresses the unique 100-foot right-of-way widths found in Steinhatchee and provides the board with a chart of area structures on Riverside Drive that extend a similar distance into the setback areas as the proposed marina, continuing by stating that the architectural cracker type design would be inhibited by limiting the desired roof pitch on the building, concluding by stating that the roof pitch was needed and their intent was to be good stewards. Barnett

Chenault then addresses the board stating that not allowing the restrooms on the ground floor creates a hardship on the developer and the Life Safety Code does not provide an alternative to the variance, further stating that the building code doesn't seem to relate other than for sanitary concerns. Earl Ketring confirms that the marina will be tied in to the Big Bend Water Authority water and sewer system. Earl then asks for public input. Jim Hunt speaks to the board stating that the applicants are good folks and are what they say they are, continuing by explaining that the original sewer expansion in Steinhatchee was along Riverside Drive and the county public restrooms are on the ground level also, concluding by asking that the board approve the variance. Fred Mitchell addresses the board stating that he lives in Steinhatchee, knows the Griffis family and they are good for Steinhatchee, further stating that not many wish to invest this amount of money in the area and it will generate a lot of taxes. Fred then states that it would create a lot of jobs and other variances have been granted in the area, concluding by stating that he has talked to a lot of people who are in 100% support of the project and it would be good for Steinhatchee. Earl Ketring states that he does not see a problem with the restroom location, noting that Roy's Restaurants restrooms are on the ground level. Jan Hopkins confirms that the BFE at the site is 17-feet above sea level. Donnie Pickford states that the project appears in line with other area sites and offers a motion to approve the variance; Jan Hopkins seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).

4. **Variance to Height Restrictions for Commercial Marina:** Earl Ketring opens the hearing concerning a 6-foot variance to the 32-feet above BFE height restriction in the Land Development Code. Barnett Chenault approaches the board stating that the requested variance is not for additional space, but, for aesthetic purposes to achieve a similar look to other area structures. Jim Hunt addresses the board speaking to ecotourism, further stating that he had to pursue a variance to build his home on the road next to the project, concluding by stating that he does not want Miami type condo growth, but, controlled growth. Michele Curtis speaks to the board stating that her family wants to see Steinhatchee grow and is not opposed to the development proposal, continuing by stating that they have owned the adjacent property for 17 years and have seen people come and go, but, thinks the developer intends to stay there, further stating that they appear to be honest people who are concerned about the future. Michele then speaks to the concerns about noise, but, states she was much less concerned after reading the county's noise ordinance and notes that the applicant has stated that they will shield the exterior lighting so as not to create a nuisance, but, notes that any future buyers may not be as good, noting that other marinas have stadium lights and the county should include lighting regulations in their code. Earl Ketring states that he does not like stadium type lighting either, or, light pollution generally. Donnie confirms ownership of the property and states that the owners can deed restrict conditions as part of a sale. Earl Ketring agrees with the premise, but, wonders how you can accomplish it. Michele Curtis states that she has looked into it and restating that they just want shielded lighting, but, not to encumber property, concluding by stating that she thinks it is a good project, but, some things have to be addressed. Tim Bailey comes before the board stating that he owns property across the road from the project and that he had purchased it 3 years ago. Tim then states that Crabby Dad's "rocks and rolls" at night and shines a light in his yard, further stating that the proposed project will cut off his view and the additional height is an issue, continuing by stating that the applicants seem to be good people. Donnie Pickford asks about lighting and Barnett Chenault responds that the lighting is no different than other sites and most lights are shrouded, with no fear of billboard height lighting. Earl Ketring asks about pole light heights and Matt Lahti states that they can amend the

building plan to show lighting will not be a nuisance. Barnett Chenault clarifies that 6-feet is the total amount of extension above the height restriction and that majority of building is within the already allowed area. Earl Ketrang asks about optional roof designs and Barnett states that chances are it would result in a flat roof design. Earl then states that he doesn't see the difference in the roof as causing any impact to neighboring properties. Chester Stokes confirms that the lighting on the plans can be changed to address concerns. Donnie Pickford states that he doesn't see any problem with the 6-foot extension, nor, any impacts to the view. Matt Lahti notes that you can see under the building, as it is elevated. Chester Stokes states that they make efforts to allay neighbor's concerns. Donnie Pickford makes a motion to approve the height restriction variance with conditions on lighting; Jan Hopkins seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).

5. **Variance to Height Restriction for Dry Stack Storage:** Earl Ketrang opens the hearing concerning a variance to the 32-feet above BFE height restriction in the Land Development Code. Matt Lahti addresses the board and confirms that the request consists of exceeding the height restrictions by 7.5 feet. Earl Ketrang states that he doesn't see much difference between this request and the 6-foot request for the marina height. Jan Hopkins makes a motion to approve the variance; Donnie Pickford seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).
6. **Variance to Setback Requirement for Marina Building:** Earl Ketrang opens the hearing concerning a variance to the front property line setback for the proposed commercial marina to 7.5-feet. Matt Lahti clarifies the request will be 40-feet from the edge of the paved roadway. Tim Bailey addresses the board stating that forklifts will be running up and down the road and he does not want people parking in front of his house, continuing that he is not against business, but, don't get in his space, or, create a situation where you have to wait on forklifts, concluding by stating his concerns about the location of parking and desire for no parking in front of his property. Danny Griner notes that prohibiting parking of the right-of-way is relegated to the County Administrator and can't be accomplished by board decision. Earl Ketrang expresses his concern for Mr. Bailey's parking concerns. Tim Bailey says that he understands the developers are good people and clarifies the location that he would like no parking signs placed. Chester Stokes states that forklifts will not be traveling in front of Mr. Bailey's property. Jim Hunt speaks to the board and states that the residents on his street had concerns about parking when the nearby boat ramp was constructed, but, after signs were installed by the county, they did not experience anything but very minor issues, concluding by stating that signs work. Tim Bailey states that signage would work for him. Toby Griffis states that he was unaware as to Mr. Bailey's concerns and that he would do anything he could to help. Matt Lahti clarifies that the main body of the marina building will be 16.5-feet from the property line and they will include parking signs on the civil plans for the project. Donnie Pickford makes a motion to approve the variance; Jan Hopkins seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).
7. **Variance to Setback Requirements for Dry Stack Storage:** Earl Ketrang opens the public hearing concerning setback variances for the proposed Dry Stack Storage building of 2.2-feet from Riverside Dr. and 3-feet from Main Street. Matt Lahti states that the Main Street side is the primary location for the variance request. Jim Hunt, who has a home on Main Street, states that he does not oppose the request. Earl Ketrang states that he does not see an issue with the request. Jan Hopkins makes a motion to approve

the variance request; Donnie Pickford seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida, will hold a public hearing at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, on November 19, 2019, at 9:25 a.m., or as soon thereafter as possible, to hear an appeal to a decision made by the Taylor County Planning Board approving variances granted to Steinhatchee Marina at Deadman's Bay, located at 104 1st Ave SW, Steinhatchee, Florida. This Notice shall be advertised and the Notice shall also be sent to all parties involved. At the hearing, any party may appear in person or by agent or attorney.

The appeal may be inspected by the public at the Planning Department at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The public hearing may be continued to one or more dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published.

All members of the public are welcome to attend. Notice is further hereby given, that pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

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



1-800-432-4770
OLDSPRING STATE ONE CALL OF FLORIDA, INC.

GENERAL SITE NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT AND THE LATEST STANDARDS OF TAYLOR COUNTY CODE OF ORDINANCES.
2. SIGNAGE TO BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
3. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING & COORDINATING THE RELOCATION (IF REQUIRED) OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGES TO EXISTING UTILITIES.
5. BUILDING DIMENSIONS FOR REFERENCE ONLY. SEE ARCHITECTURAL PLANS BY POWERS DESIGN. MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 58'
6. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS AND/OR EXISTING EASEMENTS BEFORE BEGINNING CONSTRUCTION.
7. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE ENGINEER, ANY EXTRA WORK REQUESTED BY ANY REGULATORY AGENCY THAT IS NOT SHOWN ON THE PLANS. THIS EXTRA WORK MUST BE APPROVED BY THE ENGINEER AND THE OWNER BEFORE THE CONTRACTOR PROCEEDS WITH THE EXTRA WORK.
8. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL PERFORM SITE CLEAN-UP OPERATION FOR REMOVAL AND DISPOSAL OF ALL TRASH, DEBRIS, EXISTING PIPE, EXCESS MATERIAL AND EQUIPMENT OFFSITE.
9. HANDICAP RAMPS SHALL BE INSTALLED AT ALL SIDEWALK-DRIVEWAY INTERSECTIONS. ALL HANDICAP RAMPS SHALL MEET CURRENT ADA REQUIREMENTS AND INCLUDE DETECTABLE WARNING PER TAYLOR COUNTY REQUIREMENTS AND FDOT STANDARDS IN RIGHTS-OF-WAY.
10. AFTER APPROVAL AND UPON COMPLETION OF THE PROPOSED PROJECT, CONTRACTOR SHALL PROVIDE TO THE OWNER, AN AS-BUILT SURVEY, INCLUDING BENCHMARKS, AS REQUIRED BY TAYLOR COUNTY, FDOT AND SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD).
11. CONTRACTOR SHALL SOD ALL DISTURBED AREAS UNLESS OTHERWISE NOTED.
12. ALL ELEMENTS THAT ARE PLACES OF PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES ON THE SITE (INCLUDING ACCESSIBLE ROUTES AND PARKING) SHALL MEET THE REQUIREMENTS OF "FLORIDA AMERICANS WITH DISABILITIES ACCESSIBILITY IMPLEMENTATION ACT", ADA STANDARDS FOR ACCESSIBLE DESIGN, FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION AND THE FAIR HOUSING ACT, WHEN APPLICABLE.
13. CONTRACTOR SHALL STAKE EACH STAGE OF WORK, HORIZONTAL AND VERTICAL, IN ADVANCE OF CONSTRUCTION TO ENSURE THAT NO CONFLICTS EXIST. CONTRACTOR SHALL NOTIFY GULFSTREAM DESIGN GROUP, LLC IMMEDIATELY IF CONDITIONS DIFFER IN THE FIELD.

KEY NOTES: 4-1

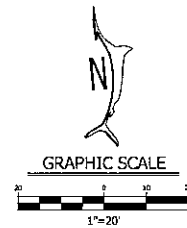
- 4-1 TURNED DOWN SIDEWALK *
- 4-2 PROPOSED BUILDING - SEE ARCHITECTURAL PLANS BY SKINNER VIGNOLA MCGLEAN,
INC., ARCHITECTS AND PLANNERS FOR EXACT LAYOUT AND DETAILS
- 4-3 PERMEABLE PAVER SECTION *
- 4-4 24" STOP BAR *
- 4-5 PARKING PLAN STRIPING *
- 4-6 HEAVY DUTY CONCRETE PAVEMENT (DESIGN BY OTHERS)
- 4-7 TYPE "D" CURB *
- 4-8 WHEELCHAIR RAMP IN SIDEWALK *
- 4-9 PERMEABLE PAVER SECTION *
- 4-10 PROPOSED #57 STONE SECTION *
- 4-11 PROPOSED STOP SIGN (R1-1, 36"x36")
- 4-12 6" WHITE THERMOPLASTIC PAINT STRIPING
- 4-13 CONCRETE WHEELSTOP
- 4-14 PROPOSED UNDERGROUND FUEL TANKS LOCATION (BY OTHERS)
- 4-15 STANDARD DUTY CONCRETE PAVEMENT SECTION
- 4-16 PROPOSED BULKHEAD/MARINA BULL BOAT LAUNCH (SEE BULKHEAD PLAN BY BAKER
DESIGN BLDG, JACKSONVILLE, FLORIDA, PROJECT #18-0445 DATED 2/22/19)

* SEE DETAIL SHEETS 8.1 THRU 8.3 FOR DETAILS

PARCEL A
PARCEL #26-09-09-09965-050










SITE DATA TABLE	
PARCEL A:	24,394 S.F. ~ 0.56 AC
TOTAL IMPERVIOUS AREA:	23,978 S.F. ~ 0.55 AC
BUILDING FOOTPRINT AREA: (7,758 S.F.)	
PARKING AND DRIVEWAYS: (11,270 S.F.)	
COVERED STORAGE AREA: (4,950 S.F.)	
TOTAL PERVIOUS AREA:	416 S.F. ~ 0.01 AC
ZONING:	MIXED USE URBAN DEVELOPMENT
FEMA FIRM PANEL NUMBER	12123 C0717 E

TAYLOR COUNTY MIXED USE DEVELOPMENT	MAXIMUM:	PROPOSED:
BUILDING HEIGHT: (ONE STORY)	37'	58'
	MINIMUM:	PROPOSED:
FRONT YARD SETBACK (NORTH):	30'	2.2'
REAR YARD SETBACK (SOUTH):	15'	N/A
SIDE YARD SETBACK (EAST/WEST):	10'	3' / 22.5'



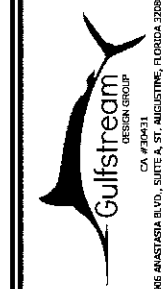
LEGEND:

- (16) PROPOSED PARKING COUNT

 -  CONCRETE SIDEWALK AND/OR DUMPSTER PAD
 -  ASPHALT PAVEMENT
 -  HEAVY DUTY CONCRETE PAVEMENT
 -  HARDSCAPE PAVERS
 -  PERMEABLE PAVER SECTION
 -  #57 STONE GRAVEL
 -  WOODEN DECK
 -  BUILDING COLUMN (PER ARCH. PLANS)
 -  ROOF OVERHANG

[illegible]

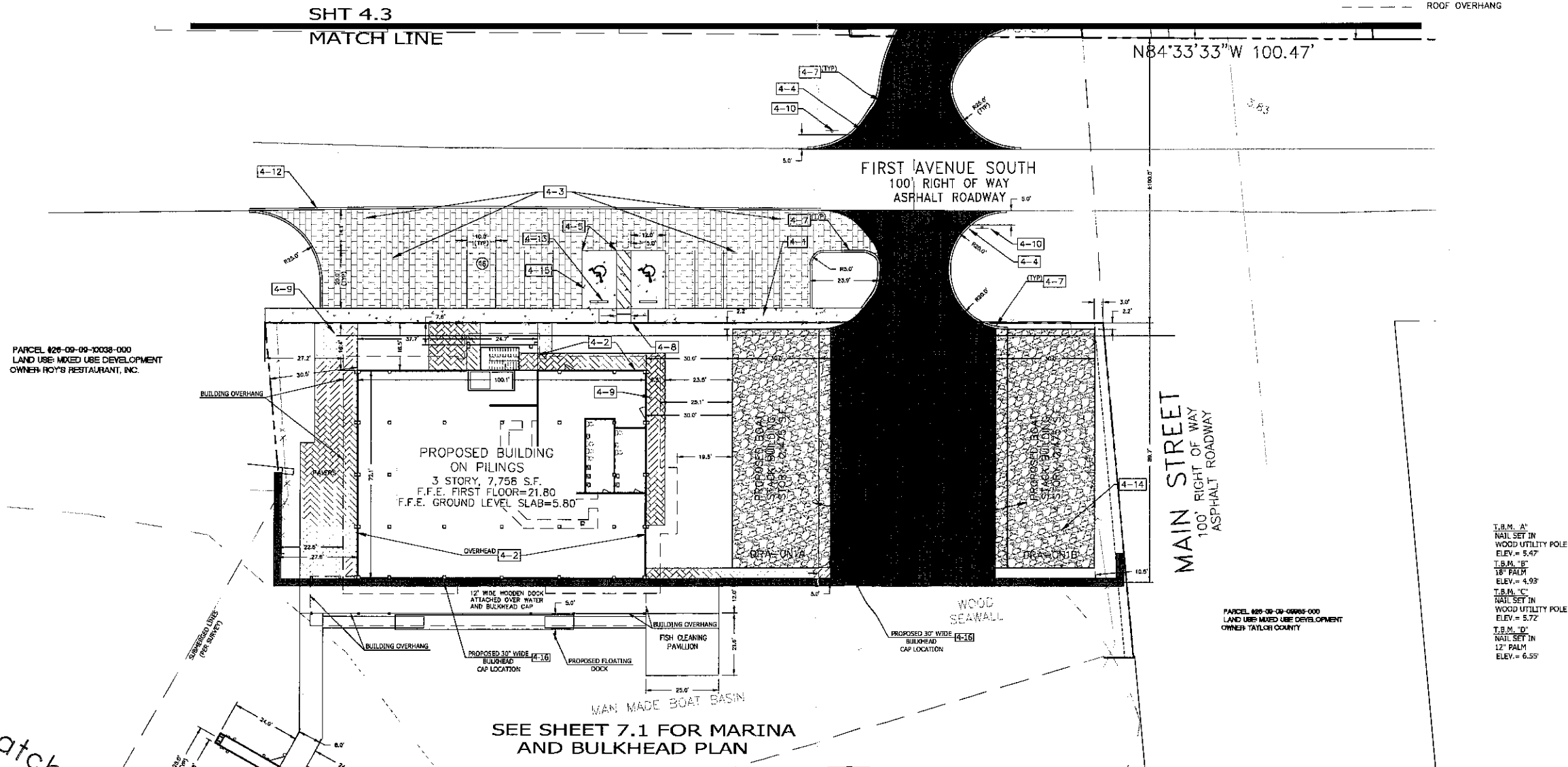
ENGINEERING DESIGN PLANS FOR MARINA AT DEADMAN BAY SITE LAYOUT PLAN



PROJECT NO:	18
ISSUE DATE:	08/19/
DRAWING FILE:	18065
XREFS:	18065SURV 18065
DRAFTED BY:	
DESIGNED BY:	
CHECKED BY:	
SCALE:	AS NOTED

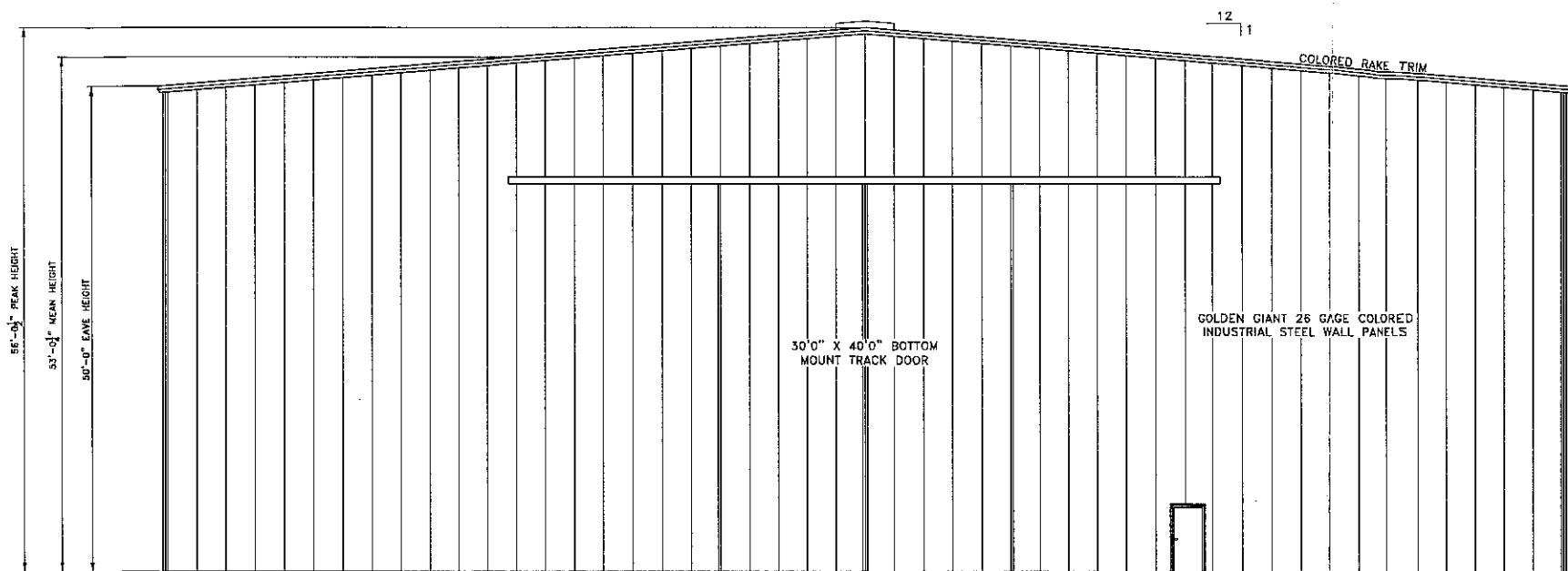
NOT VALID WITHOUT SEAL

SHEET 4.2

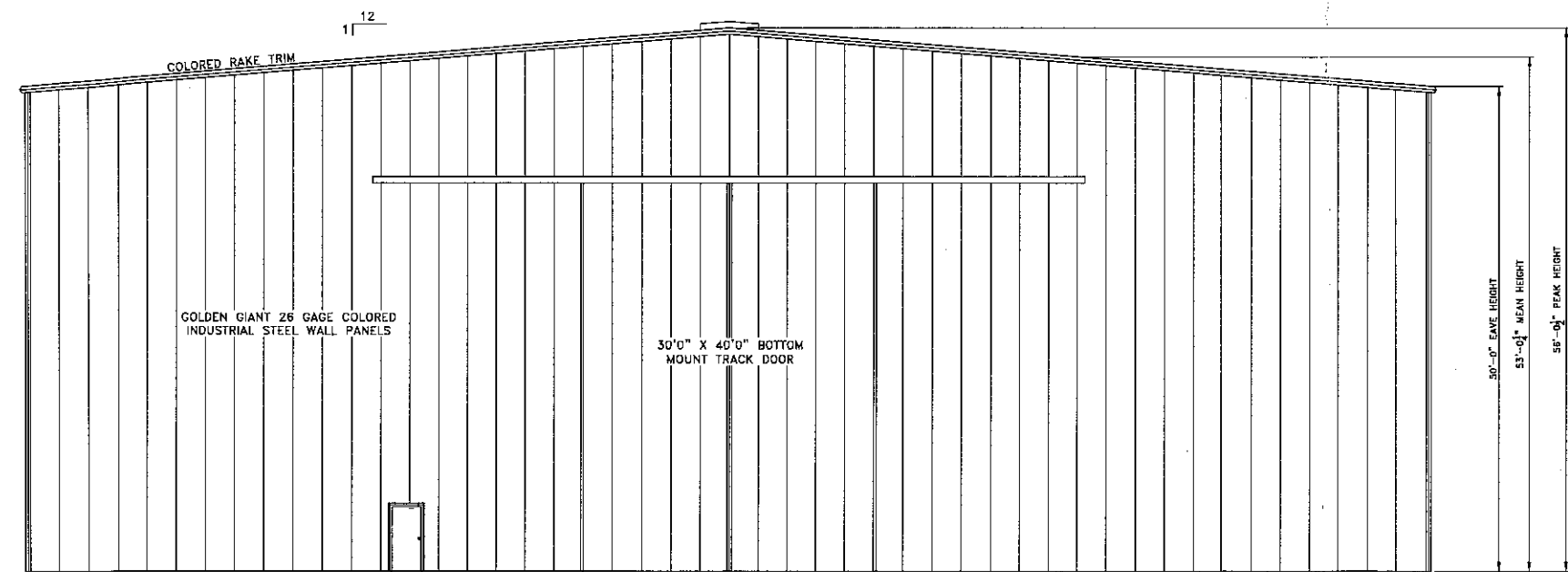


T.B.M. "A"
NAIL SET IN
WOOD UTILITY POLE
ELEV. = 5.47'
T.B.M. "B"
18" PALM
ELEV. = 4.93'
T.B.M. "C"
NAIL SET IN
WOOD UTILITY POLE
ELEV. = 5.72'
T.B.M. "D"
NAIL SET IN
12" PALM
ELEV. = 6.55'

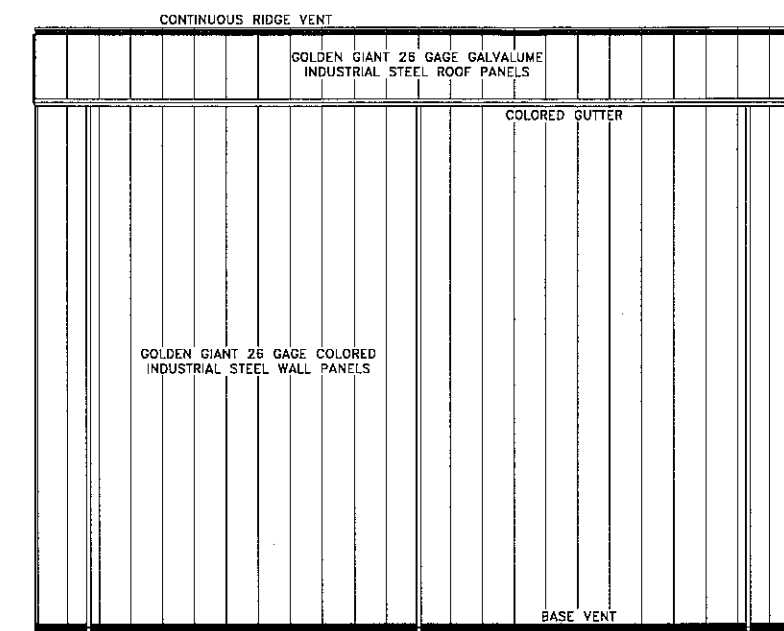
PARCEL 026-05-09-00005-000
LAND USE: MIXED USE DEVELOPMENT
OWNER: TAYLOR COUNTY



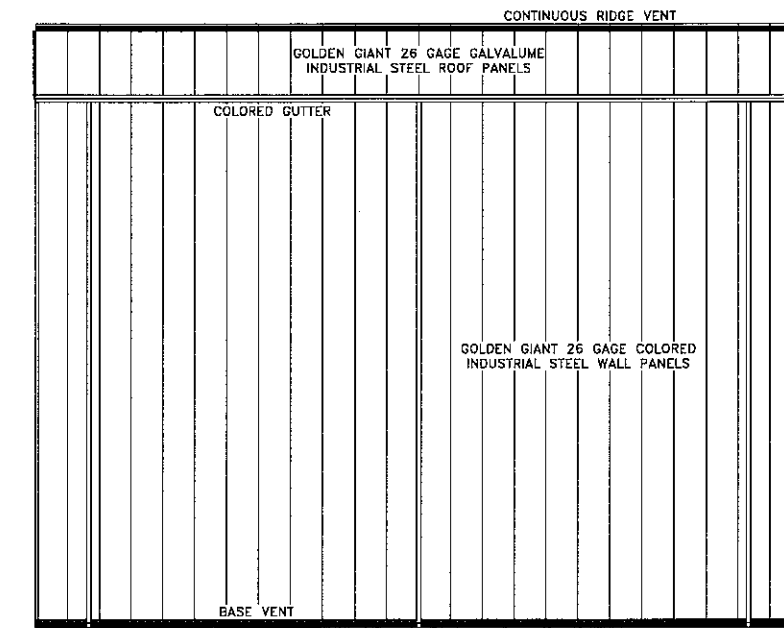
FRONT ENDWALL ELEVATION
SCALE: $\frac{1}{8}" = 1'-0"$



REAR ENDWALL ELEVATION
SCALE: $\frac{1}{8}" = 1'-0"$



RIGHT SIDEWALL ELEVATION
SCALE: $\frac{1}{8}" = 1'-0"$



RIGHT SIDEWALL ELEVATION
SCALE: $\frac{1}{8}" = 1'-0"$

**NOT FOR CONSTRUCTION
FOR ILLUSTRATION INTENT ONLY**

STEINHATCHEE

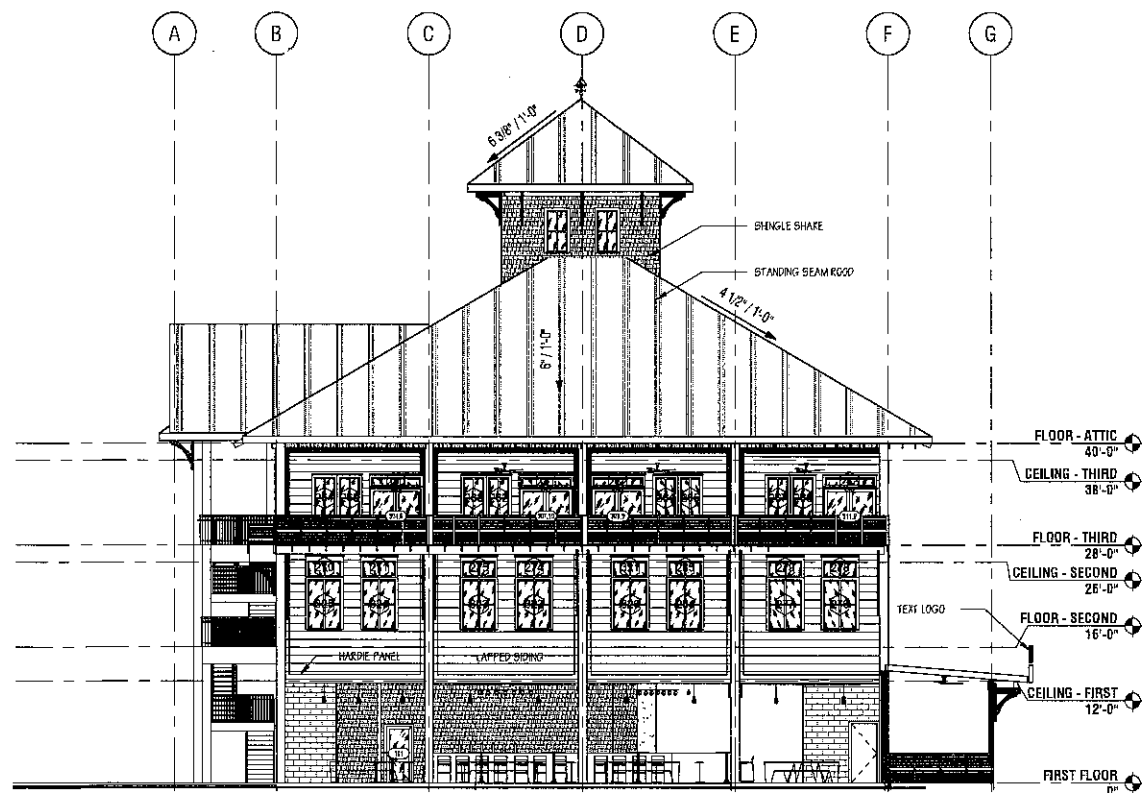
MARINA

104 FIRST AVE.
STEINHATCHEE, FL
32359

DATE BY DESCRIPTION

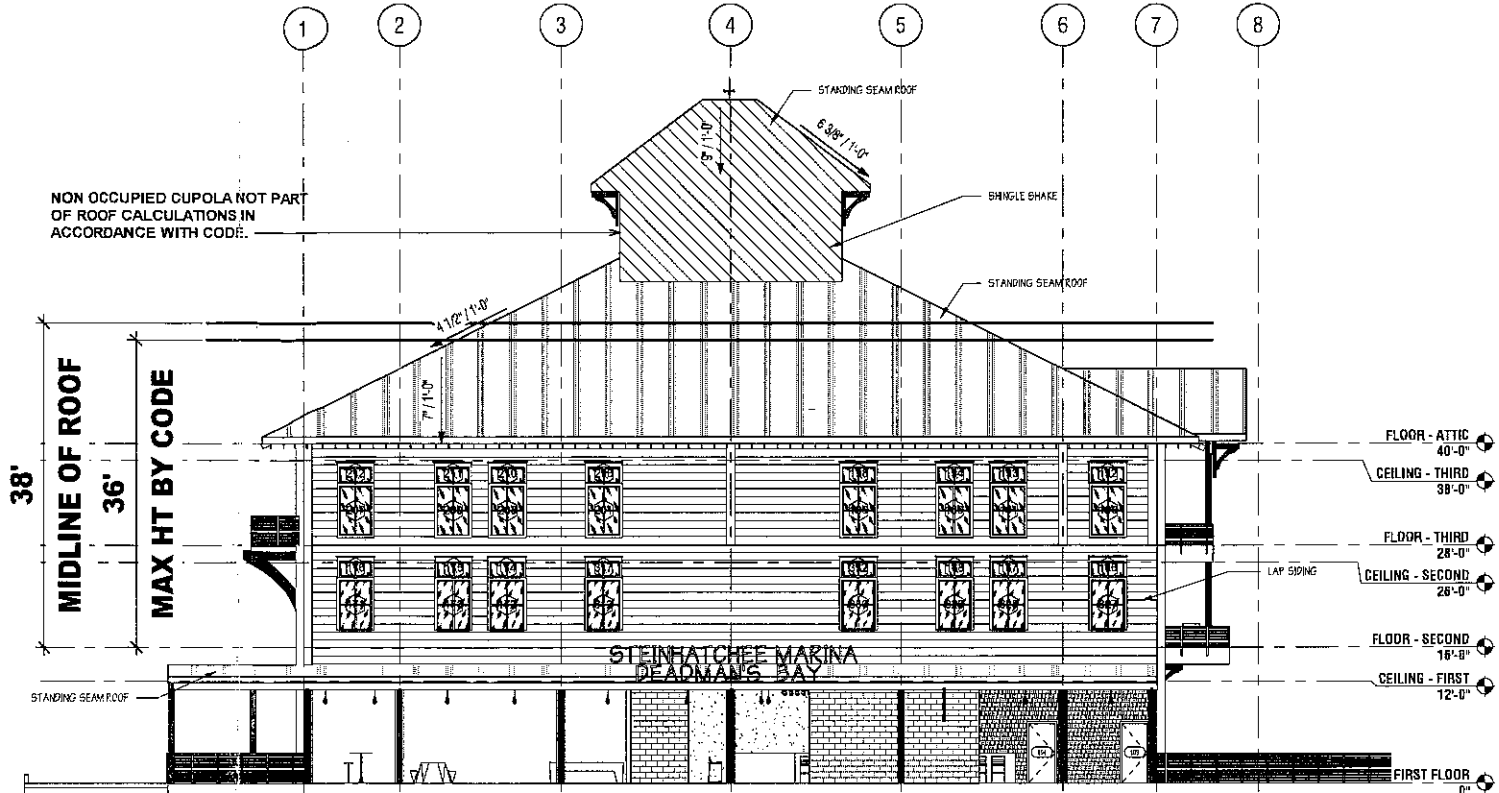
GOLDEN GIANT
BUILDING SYSTEMS
13300 S. Wilson Drive
P.O. Box 399
Kenton, OH 43326
www.goldengiant.com
Office: 419-574-4038
Office: 800-828-1208
Fax: 419-873-1384

DATE: 8/15/19
DRAWN BY: AARON BUROKER
CK'D BY: DATE CK'D:
JOB NO. 2550P
SHEET
S1



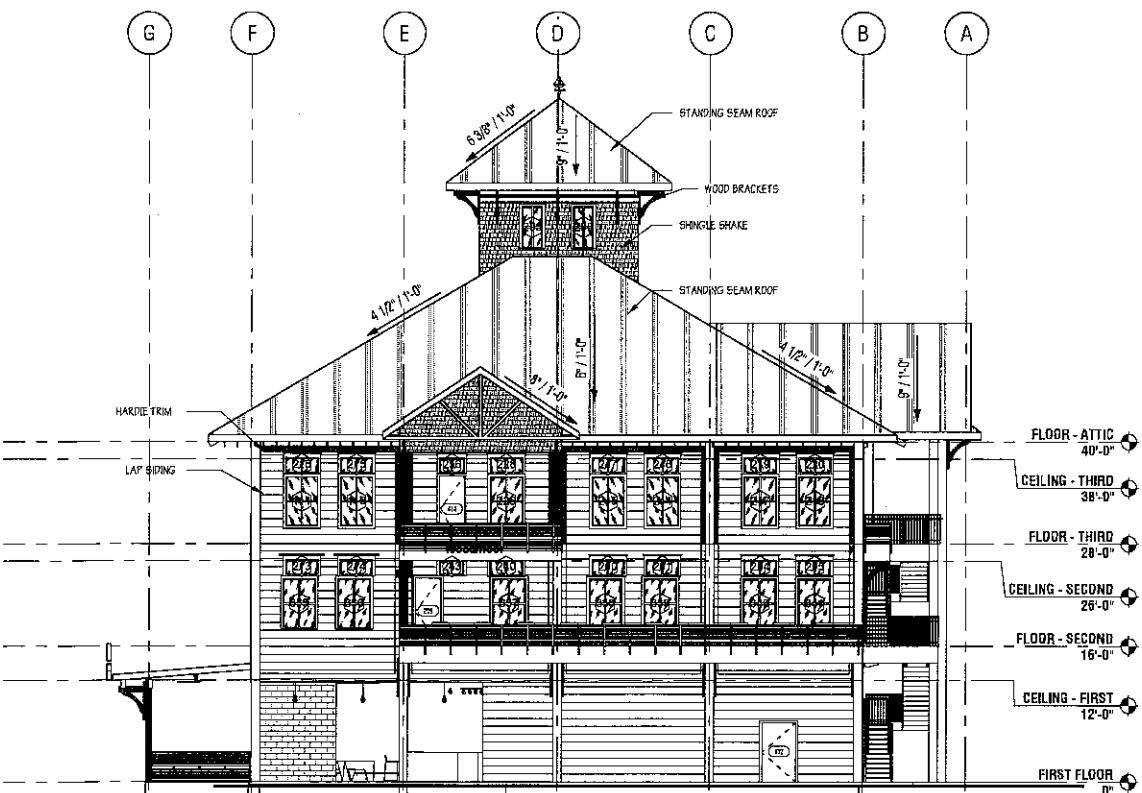
PROPOSED - ELEVATIONS - EXTERIOR - WEST

SCALE: 1" = 10'-0"



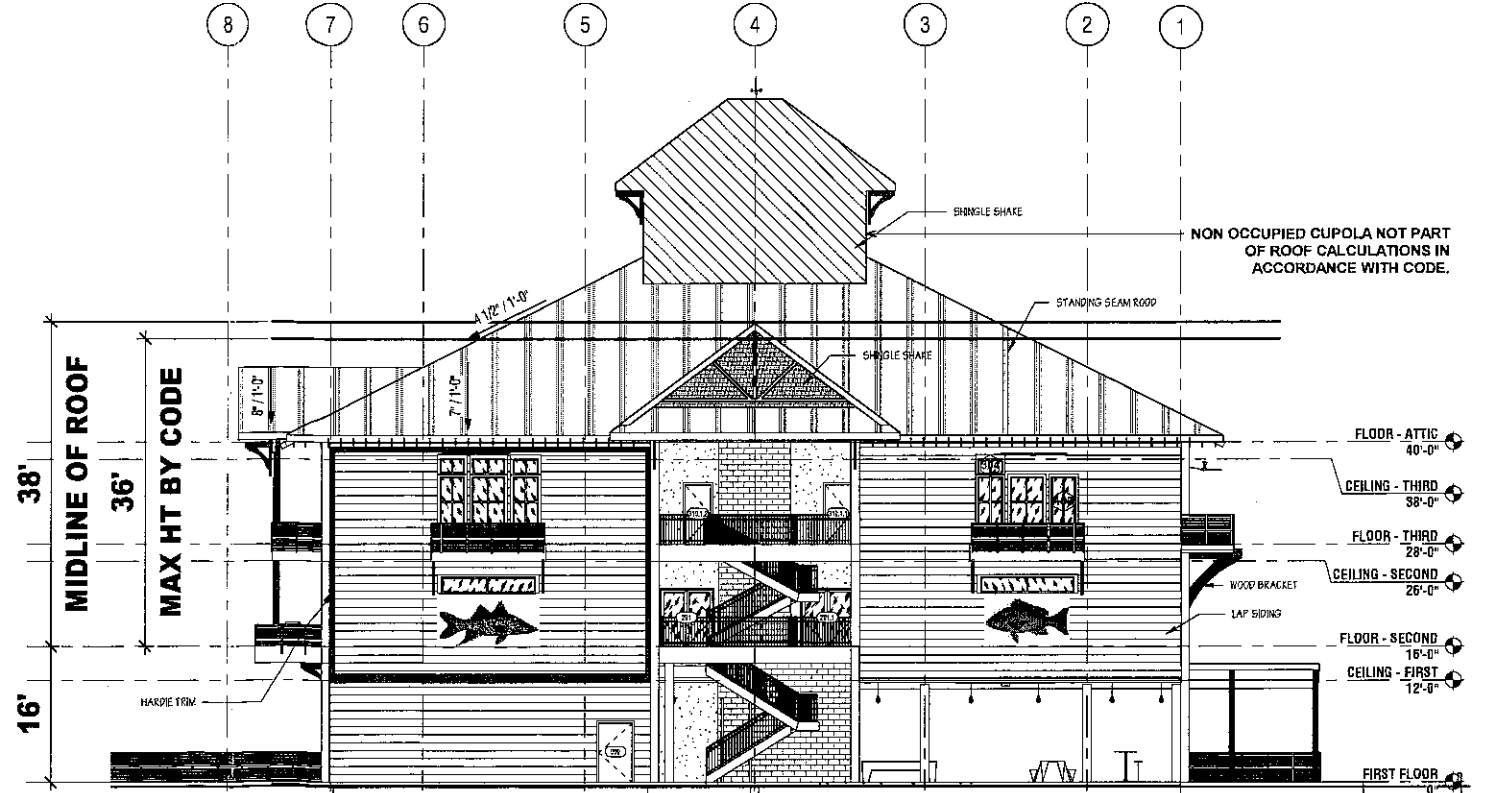
PROPOSED - ELEVATIONS - EXTERIOR - SOUTH

SCALE: 1" = 10'-0"



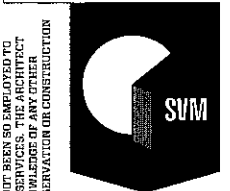
PROPOSED - ELEVATIONS - EXTERIOR - EAST

SCALE: 1" = 10'-0"



PROPOSED - ELEVATIONS - EXTERIOR - NORTH

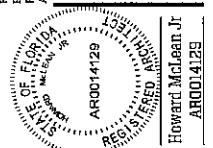
SCALE: 1" = 10'-0"



NOTE: AT THE TIME OF BUILDING PERMIT APPLICATION THE ARCHITECT HAS NOT BEEN SO EMPLOYED TO FURNISH CONSTRUCTION OBSERVATION OR CONSTRUCTION ADMINISTRATION SERVICES. THE ARCHITECT HAS NO KNOWLEDGE OF THE START OF CONSTRUCTION NOR DOES HE HAVE KNOWLEDGE OF ANY OTHER REGISTERED ARCHITECT BEING SO EMPLOYED TO FURNISH CONSTRUCTION OBSERVATION OR CONSTRUCTION ADMINISTRATION SERVICES.

SVM | P.352.376.4400 | 1628 NW 8TH STREET
GAINESVILLE FL 32609
P.352.377.5378

SKINNER VIGNOLA McLEAN, INC.
ARCHITECTS & PLANNERS | FL CERTIFICATE | AA3478



STEINHATCHEE MARINA
FOR
CHESTER STOKES & THE GRIFFIS BROTHERS
PROJECT LOCATION:
1ST AVE SOUTH
STEINHATCHEE FL 32569

DESIGN PHASE: DESIGN DEVELOPMENT

REVISIONS

DATE: 6/25/2019
DRAWN BY: KSN
CHECKED BY: HJM

SHEET A2.0.0
PROPOSED - ELEVATIONS - EXTERIOR
01561

R E S O L U T I O N

(12)

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$700	107-3699021	Misc - SCBA Refills
Expenditures:		
\$700	0192-54620	County Fire Department - R&M Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 19th day of November, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

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

Dannielle Welch

From: Dan Cassel <ps.director@taylorcountygov.com>
Sent: Tuesday, November 12, 2019 12:41 PM
To: Dannielle Welch
Subject: RE: gp check

Yep that one is mine, It will go to 0192-54620 R/M Equipment

From: Dannielle Welch [mailto:dwelch@taylorclerk.com]
Sent: Tuesday, November 12, 2019 12:39 PM
To: Dan Cassel <ps.director@taylorcountygov.com>
Cc: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: gp check

Hey Dan!

I have a check for \$700 from GP --- is it yours? If so, can you give me the account #'s so that I can amend the budget.

Thanks!

Dannielle Welch
County Finance Director
Taylor County, FL
P.O. Box 620
Perry, FL 32348
850-838-3506 ext. 122

Please note: Florida has a very broad public records law. As a result, any written communication created or received by Taylor County officials and employees will be made available to the public and media upon request, unless such written communication falls within an exception or exemption to the Public Records Act.

RESOLUTION

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

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

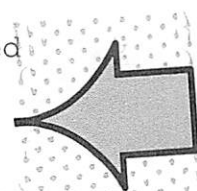
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$6,750	107-3699011	MSTU Fund - Misc. Reimbursement
Expenditures:		
\$1,150	0192-51400	County Fire-Overtime
\$ 172	0192-52110	FICA/Medicare Taxes
\$ 551	0192-52200	Retirement
\$ 140	0192-52400	Workers Compensation
\$4,737	0192-54640	R&M - Auto

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 19th day of November, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

Reimbursement received by the BCC for Taylor County Fire Rescue staffing provided at the Iron Horse Mud Ranch in October



**SIGN
& DATE**



Taylor County Fire Rescue



501 Industrial Park Dr. – Perry FL 32348

(850) 838-3522

Fax (850)838-3524

11/7/2019

Attached is the payment for the October Iron Horse Mud Bog fire fighter standby. The payment should be broken down to cover expenses by;

0192-51400	Overtime	\$1,150
0192-52110	FICA	\$172
0192-52200	Retirement	\$551
0192-52400	Work. Comp.	\$140
0192-54640	R/M Auto	<u>\$4,737</u>
	Total	\$6,750

Dan Cassel
Fire Chief

RECEIVED

NOV 12 2019

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

RESOLUTION

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

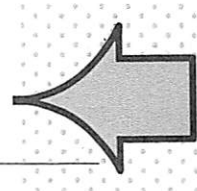
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$359,516	175-3344905	SCOP Grant - Revenue
\$359,516	0338-53401	SCOP Project/San Pedro Road Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 19th day of November, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

Balance of Grant Funding at 2019 FYE not included in 2020 FY Budget

San Pedro Road (SCOP) Dept 0338 / Fund 175

BEGINNING BALANCE 10/1/18	\$ 1,033,914.84
REVENUE	\$ -
received \$ -	
additional funding received	\$ 1,441,000.00
EXPENDITURES	\$ (237.04)
ENDING BALANCE 9/30/18	\$ 2,474,677.80

Budgeted CF for 10/1/19 = \$ 2,115,162

\$ 359,516

Add'l amt that needs
to be budgeted.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF SERVICE AGREEMENT FOR BIOMEDICAL WASTE, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

MEETING DATE REQUESTED:

11/19/2019

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF SERVICE AGREEMENT FOR BIOMEDICAL WASTE DISPOSAL

Recommended Action: APPROVE

Fiscal Impact: \$85.00 PER BOX PICKED UP AS NEEDED

Budgeted Expense:

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: CURRENT AGREEMENT HAD OUTDATED PRICING AT \$662.00 MINIMUM TO PICK UP. THE NEW AGREEMENT LOWERS THE PRICE TO \$85.00.

Options: APPROVE/NOT APPROVE

Attachments: SERVICE AGREEMENT FROM STERICYCLE



Account/Site #8290798-001
Generator ID#:

Service Agreement

Effective Date 11-1-2019 between Stericycle, Inc and Taylor County Animal Control

Service Address

Customer/Company Name: Taylor County Animal Control
Address 1: 302 E Maurice Linton Rd
Address 2:
City/State/Zip: Perry, FL 323473335
Phone #: (850) 838-3533
Fax:
E-Mail: heather.jensen@taylorcountygov.com

Billing Address

Address 1: PO BOX 620
Address 2:
City/State/Zip: Perry, FL 32348
Phone #: (850) 838-3533
Fax:
E-Mail: heather.jensen@taylorcountygov.com

Services Included checked below (Reference Attachment "Service Descriptions" for details)		Allotted Annual Containers	Allotted Annual Stops	Additional Stop Charge	Additional Container / Over Weight / Envelope Charge		Monthly Service Fee	
<input type="checkbox"/>	Biohazardous Regulated Medical Waste Disposal	-	-	-	-		\$0.00	
<input type="checkbox"/>	Stericycle Reusable Sharps Program (Only available with purchase of "Biohazardous Regulated Medical Waste Disposal" services)	-		-	-		\$0.00	
		-		-	-			
		-		-	-			
		-		-	-			
<input type="checkbox"/>	Fixer / Developer - Photo Processing Disposal Service	0	-	-	-		\$0.00	
<input type="checkbox"/>	Pathological / Trace Chemotherapy Disposal Service	0	-	-	-		\$0.00	
<input type="checkbox"/>	Pharmaceutical Waste Disposal	0	-	-	-		\$0.00	
<input type="checkbox"/>	CsRx Controlled Substance Waste Service (Only available with purchase of "HDDS" services)	0	-	-	0		\$0.00	
<input type="checkbox"/>	HIPAA Steri-Safe	-	-	-	-		\$0.00	
		Box Type (WA Only)	^a Price per Box	Price per Stop	Min. Boxes per Pickup	Scheduled Frequency	No Waste Fee	^{**} Minimum Pickup Fee
<input checked="" type="checkbox"/>	Biohazardous Regulated Medical Waste Disposal - Transactional		\$23.00	\$62.00	1	On Call (up to 2)	\$65	\$85.00

* Price per Box: WA only = Based on WUTC Tariff pricing

** Minimum Pickup Fee: WA only = \$10.00 minimum monthly fee. Transactional = (min. 1 box (es) agreed to by customer + stop charge)

Monthly Service Fee Total: \$0.00

Minimum Pickup Fee Total: \$85.00

Fuel Charge (per stop): \$0.00

Energy Fee (per stop): \$0.00

Environmental Fee: 0%

Record Retention Fee (per stop): \$0.00

Total Monthly Service Fee: \$0.00

Billing Schedule: Monthly

Includes All Fees (Additional taxes May Apply)

During the first 12 months of the Agreement, Stericycle will not increase the above fees.

Thereafter, fees will not increase by more than 5.00% annually.

Service Guarantee: Stericycle guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Stericycle by written notice to the Account Care department at the address listed below. If Stericycle fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Stericycle in good and usable condition.

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

*The offer will expire 10-30-2019

Stericycle:

Contracting Entity: Stericycle, Inc.

Name: Kody Hoffman

Title:

Date:

Signature:

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

4010 Commercial Ave., Northbrook, IL 60062 · Phone: 8479436134 · Fax: (866) 476-6765

Customer:

Customer/Company Name: Taylor County Animal Control

Name: Heather Jensen

Title:

Date:

Signature:

Office Use Only: Code#:S0.00

TERMS AND CONDITIONS

Stericycle, Inc., a Delaware corporation, with offices at 28161 N. Keith Drive, Lake Forest, IL 60045 (collectively, "Stericycle"), and Taylor County Animal Control with offices at PO BOX 620 Perry FL 32348 ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 1 day of November, 2019 (the "Effective Date").

1. **Services.** (a) Stericycle will provide Customer the services set forth on page 1 of this Agreement (the "Services") which are incorporated herein and made a part of this Agreement. (b) Customer shall be liable for and shall indemnify, defend and hold harmless Stericycle from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from any Non-Conforming Waste (defined below) or Customer's failure to properly store, package, label, or segregate RMW. (c) All lab wastes or materials that contain or have the potential to contain infectious substances arising from any agents listed under 42 CFR 72.3 are prohibited from inclusion among RMW to be collected and must be pretreated by Customer prior to disposal. (d) The current version of the Stericycle Waste Acceptance Policy ("WAP") is attached. Stericycle may periodically update the WAP. (e) During the Term, Stericycle shall be the exclusive provider of the Services to Customer at all of its locations, and Customer shall use no other RMW disposal service, method or service provider, whether at the service location(s) set forth herein or at any other current or future location(s) of Customer. As used herein, "Non-Conforming Waste" means any substance, waste or container that is excluded, not accepted or non-conforming under the WAP or otherwise cannot be accepted by Stericycle under any applicable law, rule or regulation. (e) Stericycle may bill additional charges for each non-compliant container (overweight under applicable laws, rules or regulations; each container exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged) provided by Customer.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 60 months. This Agreement will automatically renew for successive terms of the same duration (each, an "Extension Term"), unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Stericycle all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Stericycle, which may include a final pickup fee). (c) Stericycle shall have the right to retrieve its Equipment (defined below) from Customer wherever located.

3. **Pricing.** Customer shall pay to Stericycle the service fees set forth on page 1 ("Service Fees"). Stericycle may adjust the Service Fees to cover non-controllable costs, including but not limited to taxes, fuel and regulatory fees annually in accordance with the percentage listed on page 1.

4. **Payment Terms.** Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Stericycle within that timeframe will be subject to an interest charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle.

5. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 6 Customer shall promptly pay Stericycle (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

6. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Stericycle or nonpayment by Customer of amounts rightfully owed to Stericycle or Customer's failure to comply with Stericycle policies related to the Services shall constitute a material breach.

7. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement.

8. **Compliance Materials; Confidentiality.** To the extent that Stericycle provides Customer with electronic or printed materials ("Compliance Materials"), it provides these subject to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials. Customer agrees to not disclose to any third parties Stericycle pricing, policies and procedures.

9. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder. Stericycle and Customer shall keep adequate books, records and documentation as required by applicable laws, rules, regulations and guidelines pertaining to storage or handling of RMW and the Services hereunder. Customer shall comply with the WAP applicable to the Services.

10. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

11. **Equipment.** Customer shall have the care, custody and control of any containers and other equipment owned by Stericycle and placed at Customer's premises ("Equipment") and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

12. **Waste Brokers.** Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

13. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle. (d) Stericycle's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Stericycle unless agreed to by Stericycle in writing. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.

Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email customer@stericycle.com.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

** Un-dispensed from DEA Registrant*

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances*
- California Only - Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

**Consult Stericycle Representative for specific requirements*

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at customer@stericycle.com

We protect what matters.

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SERVICE DESCRIPTIONS



Biohazardous Regulated Medical Waste Disposal

- Safe, compliant collection, transport and treatment of regulated medical waste.
- Access to DOT and biohazardous training on MyStericycle.com, our convenient online customer portal.

RELATED SERVICES:

Secure pick-up of Fixer/Developer – Photo Processing Disposal Service

- Treatment and disposal of x-ray fixer/developer containing silver or hydroquinone.
- This service is available in CA and parts of CT, MA, NH, RI, VT, NJ and NY.

Secure pick-up of Pathological/Trace Chemotherapy Disposal Service

- Treatment and disposal of infectious waste or discarded items that have been contaminated by trace amounts of chemotherapeutic, cytotoxic or antineoplastic pharmaceuticals.

Regulated Medical Waste – Transactional

- Containers, manifests, collection, transport, treatment and disposal of all regulated medical waste (except non-conforming waste) on an on-call basis.



Stericycle Reusable Sharps Program

- Our Sharps Management Service utilizes reusable sharps containers to streamline the collection and disposal of sharps in your facility. A Stericycle driver will pick up your packaged, full sharps containers and provide clean ones for continued use.
- Each reusable container can be utilized up to 600 times. Our service reduces plastic going into landfills and helps avoid utilizing natural resources to create new containers.
- Easy-to-use container design allows for single-handed disposal of sharps. The container base is transparent making it easy to see the fill line and prevent overfilling to reduce needlestick injuries.



Steri•Safe™ OSHA Compliance Solutions

- Award-winning bloodborne pathogens training*, available online in English and Spanish. Our Online Training Center provides tracking and reporting.
- Simple, automated Safety Plan Builder to help you stay compliant and access to over 10 million Safety Data Sheets to easily create a customized online binder.
- Preferred level services include annual on-site training, mock OSHA inspection and a dedicated Healthcare Compliance Educator. We also provide a No Fine. No Fail. OSHA Guarantee.
- Enjoy a 10% discount on Healthcare Products.

Steri•Safe™ HIPAA Compliance Solutions

- Critical training including HIPAA privacy, security and social media.
- Easy-to-use HIPAA privacy and security risk assessments.
- Preferred level services include annual on-site HIPAA privacy and security gap analysis and trainings.

**2016 Bronze Telly Award for our bloodborne pathogens training in the category of Non-Broadcast Productions – Health and Wellness.*



SERVICE DESCRIPTIONS



Pharmaceutical Waste Disposal

Drug Disposal Service

- Treatment and disposal of non-hazardous pharmaceutical waste. This includes pharmaceutical and over-the-counter drug products that do not fall under the definition of hazardous pharmaceutical waste.
- Environmentally-friendly solutions to protect your communities and waterways.

Hazardous Drug Disposal Service

- Treatment and disposal of pharmaceuticals that either exhibit characteristics that make them a hazardous waste or that are specifically listed as a hazardous waste by EPA or state authorities.
- We provide you with a Pharmaceutical Waste Identification Checklist.

Seal&Send™ Controlled Substance Envelopes

- Seal&Send controlled substance mailback envelopes are for use only by patients/end-users; 50 envelopes per location annually.

CsRx® Controlled Substance Waste Service

- This solution is designed to help small hospitals and non-acute care facilities prevent diversion when disposing of controlled substances in the form of tablets, capsules, liquids and patches.
- Mitigates the risk of diversion when disposing of controlled substance waste in your facilities.
- This solution provides peace of mind that your controlled substance waste will be processed with total security and compliance.

Certificate Of Completion

Envelope Id: 7C14C81691B9410F9192BAC596AD1710

Subject: Stericycle Document(s) for your Signature on Taylor County Animal Control

Source Envelope:

Document Pages: 5

Signatures: 0

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Kody Hoffman

2355 Waukegan Road

Bannockburn, IL 60062

kody.hoffman@stericycle.com

IP Address: 13.108.238.8

Record Tracking

Status: Original

10/30/2019 12:45:10 PM

Holder: Kody Hoffman

kody.hoffman@stericycle.com

Location: DocuSign

Signer Events

Heather Jensen

heather.jensen@taylorcountygov.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 10/30/2019 1:47:33 PM

ID: 17a6850a-5001-47f9-9359-676a2bb78f39

Kody Hoffman

kody.hoffman@stericycle.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

Timestamp

Sent: 10/30/2019 12:45:12 PM

Viewed: 10/30/2019 1:47:33 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/30/2019 12:45:12 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Stericycle Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Stericycle Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customercare@stericycle.com

To advise Stericycle Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at customercare@stericycle.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Stericycle Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Stericycle Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to customercare@stericycle.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

**** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.**

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. during the course of my relationship with you.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO APPROVE THE REQUEST TO REMOVE INVENTORY ITEMS FROM COUNTY INVENTORY, AS AGENDAED BY THERESA COPELAND, TECHNOLOGY T DIRECTOR

MEETING DATE REQUESTED:

November 19 2019

Statement of Issue: BOARD TO APPROVE REMOVAL LISTED DISPOSITIONS

Recommended Action: APPROVE

Fiscal Impact: SEE ATTACHED

Budgeted Expense: NONE

Submitted By: Theresa A. Copeland

Contact: THERESA A. COPELAND, IT DIRECTOR
850-838-3500 x 108

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: LISTED INVENTORY ASSETS NEED TO BE REMOVED FROM COUNTY INVENTORY IN ORDER FOR PURGING USELESS ITEMS, OR BEING TRANSFERED TO ANOTHER ORGANIZATION

Options: APPROVE

Attachments: SEE ATTACHMENTS

Surplus Assets List

Airport

Fuel Terminal 4010

County Engineer

Laptop 6217

Laptop 6778

Public Library

Security system 6872

Printer 6630

Monitor 6324

Computer 6319

County Health Department

Right return desk 2612

Vision Machine 3018

IBM TYPEWRITER 3070

IBM TYPEWRITER 3071

PRINTER 4197

CHAIR 4477

BARCODE SCANNER 4485

12 SATELILITE 4491

LASERJET PRINTER 4493

DESK 5803

DIGITAL CAMERA 5936

COMPUTER 6448

LAPTOP 6458

SERVER 6459

MONITOR 6460

LAPTOP 6461

DIGITAL CAMERA 6464

PROJECTOR 6465

MONITER 6522

PRINTER 6929

MOBILE COMPUTER HANDHELD 6930

SERVER 6998

CONSOLE MOUNT LIGHT 7088

INSTRUMENT HOLDER 7091

Dental Chair 7111

Network Switch 7177

Transfers from FDOH /TCHD

Exam table 2595

Credenza 2603

Executive desk 2605

Left return desk 2610

Right return desk 2613

Clinic desk 2614

Locking storage 2616

Locking storage 2617

Conference table 2619

Fetal heart Doppler 2620

Medical treatment 2621

Medical treatment 2622

7 drawer cabinet 2990

8 drawer cabinet 2991

Walnut desk 3001

Walnut desk 3005

Cabinet 3035

Cabinet 3036

Cart special pro 3080

Otoscope lite set 3237

Adult scales 3625

Wheelchair 3637

Secretarial chair 3644

13' tv/vcr 3647

Computer table 3859

Lawyer bookcase 3900

Audio meter 3905

Audiometer 3910

Portable table 4094

Portable table 4095

Desk 4478

Lateral file 4479

Hutch 4480

Credenza 4481

Bookcase 4482

Tc/vcr 4494

Lg foldaway platform 4664

Karaoke cd&g system 4768

Adjustable medical stool 5119

1999 phlebotomy x-wide chair 5120

Mid mark exam table 5122

Mid mark exam w/ stirrups 5123

Mid mark exam w/ stirrups 5124

Mid mark exam w/ stirrups 5125

Printer 5789

Printer 5796

Printer 5809

Printer 5935

32 television 6462

Radio 6468

Radio 6469

Radio 6470

Radio 6471

Road Dept.

Truck 5892

Truck 5320

Backhoe 2657

Vehicle 6493

Desk radio 3851

Radio 3837

Purchasing

Vehicle 7735



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____
Board Asset Number 2595

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item EXAM TABLE (BROWN)	Room # ROOM 214	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$850		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

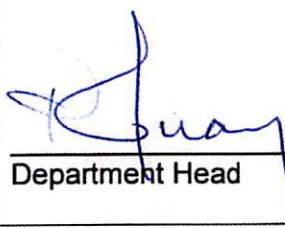
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____




Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2603

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item CREDENZA	Room # ROOM 150	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$309		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

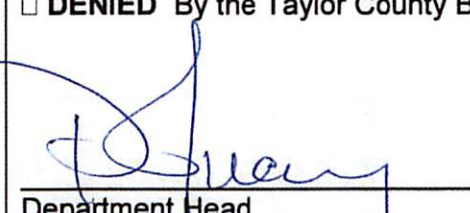
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**


Explanation of Disposal (REQUIRED): Transfer to County Health Department


Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2605

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item EXECUTIVE DESK	Room # NURSE STATION	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$318		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2610

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item LEFT RETURN SECRETARIAL DESK	Room # ROOM 146	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$418		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

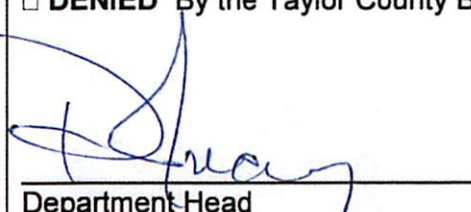
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**


Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature
County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2612

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item RIGHT RETURN SECRETARIAL DESK	Room # ROOM 112A	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$418		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

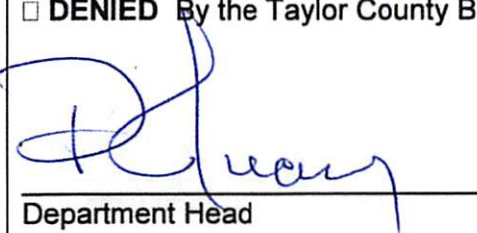
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation of Disposal (REQUIRED): Unusable at County Health Department


Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____


☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature



County Administrator Approval

Date Removed from Asset Records

Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2613

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item RIGHT RETURN SECRETARIAL DESK	Room # ROOM 218	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$418		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

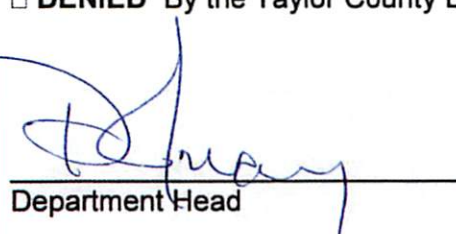
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

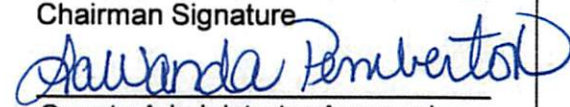
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2614

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item CLINIC DESK	Room # ROOM REP6	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$350		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2616

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item LOCKING STORAGE CAB 72"HIGH 42	Room # DENTAL HALL	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$500		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2617

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item LOCKING STORAGE CABINET 72" HI	Room # DENTAL HALL	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$500		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2619

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item CONFERENCE TABLE 8 FT LONG	Room # ROOM 245	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$371		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2620

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item FETAL HEART DOPPLER WITH SPEAK	Room # ROOM 209	Make
Model	Year	Serial Number 44216
Other Description: Initial Cost: \$786		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2621

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item MEDICAL TREATMENT CABINET	Room # RM 220	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$450		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

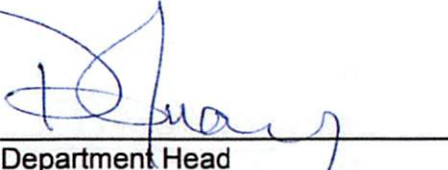
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

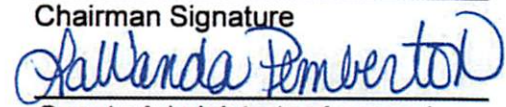
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature
County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2622

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item MEDICAL TREATMENT CABINET	Room # RECEIVING HALL	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$450		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

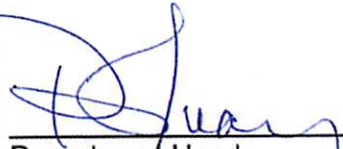
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: 2457

Board Asset Number: _____

FROM: road department
Department Name

DEPT 0301
Number

DATE: 10/3/19

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Backhoe</u>	Room # <u>—</u>	Make <u>Liebert</u>
Model <u>6307</u>	Year <u>87</u>	Serial Number <u>152-0222</u>
Other Description: 		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) removed from inventory previously

Location: (required) road department

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Hand Eno
Department Head

Chairman Signature
Alvanda Emberton
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2990

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item 7 DRAWER CABINET	Room # ROOM 217	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$500		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature



County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

2991

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item 8 DRAWER CABINET	Room # ROOM 217	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$350		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**


Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3001

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item WALNUT DESK 30X60	Room # NURSE STATION	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$318		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3005

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item WALNUT DESK 30X60	Room # ROOM 247	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$318		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3018
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item VISION MACHINE	Room # STORAGE/ATTIC	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$1175		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____


☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____
Board Asset Number 3035

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item CABINET	Room # ROOM 119	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$311		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3036

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item CABINET	Room # TCHS CLINIC	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$311		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

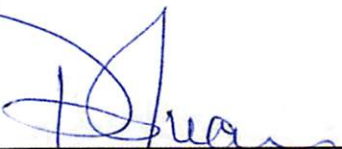
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

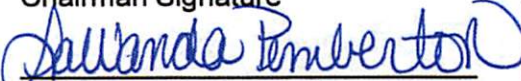
☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature



County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3070

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item IBM WW-10 TYPEWRITER	Room # ROOM 142	Make
Model	Year	Serial Number 58769
Other Description: Initial Cost: \$675		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

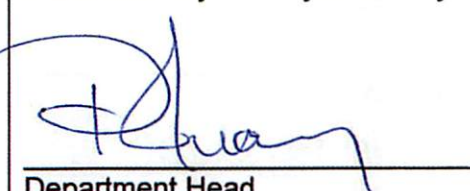
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation of Disposal (REQUIRED): Unusable at County Health Department


Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____




Department Head



Chairman Signature
County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3071

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item IBM WW-10 TYPEWRITER	Room # HIGH SCHOOL STORAGE	Make
Model	Year	Serial Number 95863
Other Description: Initial Cost: \$675		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Unusable at County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____


☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3080

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item CART SPECIAL PROCEDURE	Room # ROOM 214	Make
Model	Year	Serial Number 445-001
Other Description: Initial Cost: \$540		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3237

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item OTOSCOPE LITE SET	Room # ROOM 215 HEALTH DEPT.	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$404		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

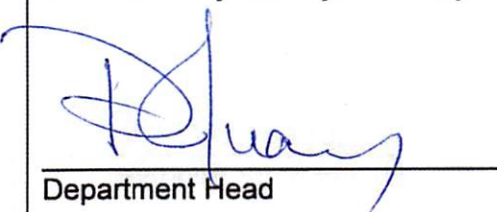
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____
Board Asset Number 3625

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item ADULT SCALES	Room # ROOM 245	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$500		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

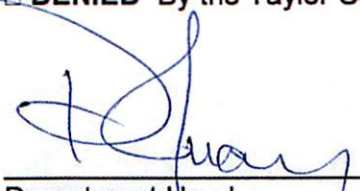
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**


Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____


☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head




Chairman Signature



County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3637

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item WHEELCHAIR	Room # RM 249	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$367		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____


☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3644
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item SECRETARIAL CHAIR	Room # MAINTENANCE ROOM	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$289		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3647
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item 13" TV/VCR	Room # NURSE STATION	Make
Model	Year	Serial Number
Other Description: Initial Cost: \$650		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: 3851

Board Asset Number: _____

FROM: road department
Department Name

DEPT 0301
Number

DATE: 10/3/19

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>desk radio</u>	Room # _____	Make _____
Model _____	Year <u>95</u>	Serial Number <u>01312695</u>
Other Description: 		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below. 		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) radio was previously removed from inventory
radio is not a working device

Location: (required) _____

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: road department
Department Name

DEPT 0301
Number

3837
Clerk Asset Number:

Board Asset Number:

DATE: 10/31/19

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>radio</u>	Room # <u> </u>	Make <u>spectra a-7</u>
Model <u>T837WA7HA-7K</u>	Year <u>95</u>	Serial Number <u>221AUJ 0019</u>
Other Description: <u>3837-001: dtry control head for radio (serial # 221auj 0019)</u>		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>Surplus</u>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>mounted radio, no longer working</u>	
Location: (required) <u>road department</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>David Eves</u> Department Head	<u>Salvinda Pemberton</u> Chairman Signature County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3859

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item COMPUTER TABLE	Room # IT CLOSET	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$750		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT

TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3900

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item LAWYER'S BOOKCASE	Room # ROOM FA2	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$398		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATAType of Disposition: Transfer

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health DepartmentLocation (REQUIRED): FDOH Taylor County☐ **APPROVED** By the Taylor County Board of Commission – Date: _____☐ **DENIED** By the Taylor County Board of Commission – Date: _____

Department Head

Chairman Signature
County Administrator Approval

Date Removed from Asset Records

Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

3905

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item AUDIOMETER	Room # MED ROOM	Make
Model	Year	Serial Number 7710
Other Description: Initial Cost: \$680		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

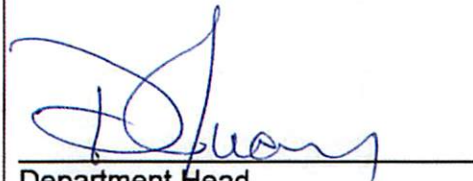
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**


Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature
County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____
Board Asset Number 3910

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item AUDIOMETER	Room # MED ROOM	Make
Model	Year	Serial Number 7715
Other Description: Initial Cost: \$680		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____
Board Asset Number 4094

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item PORTABLE TABLE	Room # STEINHATCHEE SCHOOL??	Make
Model	Year	Serial Number CLI 600-015
Other Description: Initial Cost: \$448.5		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

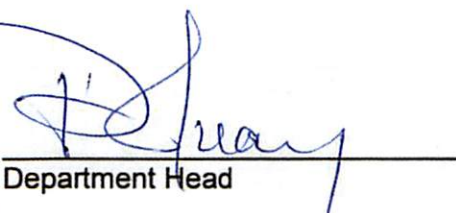
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

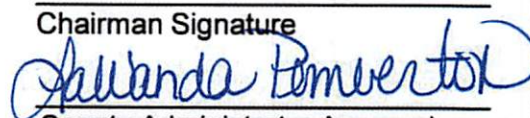
Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature
County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____
Board Asset Number 4095

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item PORTABLE TABLE	Room # SCHOOL ADMINISTRATION	Make
Model	Year	Serial Number CLI 600-015
Other Description: Initial Cost: \$460.2		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

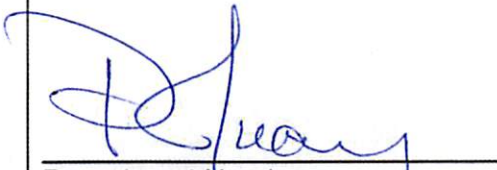
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4197

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item PRINTER	Room # SA4	Make
Model	Year	Serial Number SUSKB131521
Other Description: Initial Cost: \$1185.91		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**

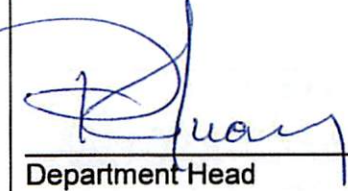
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**


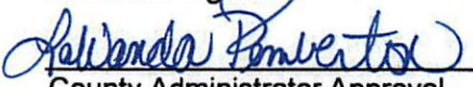
Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature

County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

4268

Clerk Asset Number:

Board Asset Number:

FROM: AIRPORT MANAGER

DEPT 4010

DATE: 08/21/2019

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item FUEL TERMINAL	Room #	Make
Model	Year	Serial Number
Other Description: <u>4268-001 - Fuel Terminal</u> <u>4268-002 - Fuel Tank Rehab Project</u>		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) traded on new unit / dept. traded old unit for new current one.

Location: (required) removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4477
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item CHAIR	Room # TCMS	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$358		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____ Board Asset Number 4478

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item DESK	Room # PERRY PRIMARY	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$528.7		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

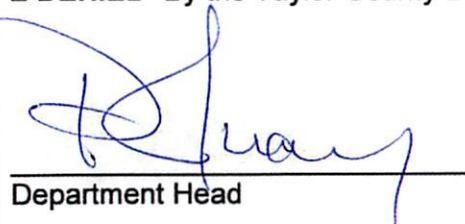
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4479

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item LATERAL FILE	Room # TCHS STORAGE	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$348.7		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

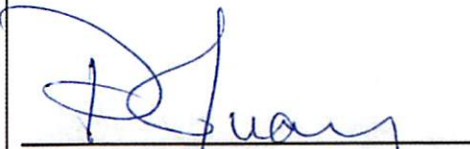
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

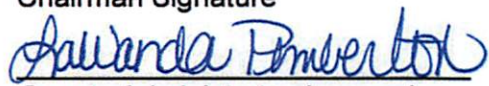
Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature
County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4480

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**

Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item HUTCH	Room # PERRY PRIMARY	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$488.7		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature



County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4481
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item CREDENZA	Room # PERRY PRIMARY	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$498.7		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department


Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature
County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4482

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item BOOKCASE	Room # TCHS STORAGE	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$318.7		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

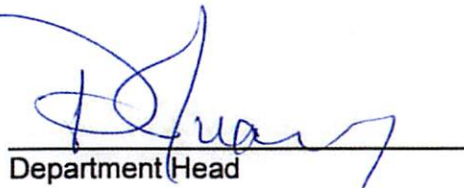
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature

County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4485

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item BARCODE SCANNER	Room # ROOM 1 FA	Make
Model	Year	Serial Number 97913564
Other Description: Initial Cost: \$295		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**


**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**


Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature
County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4491

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item 12' PARACLIPSE SATELLITE	Room # MAIN UNIT-OUTSIDE	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$6707.98		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

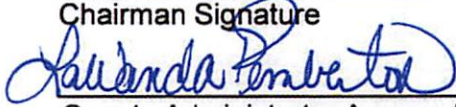
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4493

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item LASERJET PRINTER	Room # ROOM 213	Make
Model	Year	Serial Number SJPKN043235
Other Description: Initial Cost: \$954.17		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**


**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

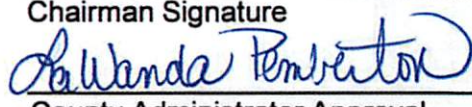
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____


☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature
County Administrator Approval



Fixed Assets Manager

Date Removed from Asset Records

Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4494

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item TV/VCR	Room # TCHS STORAGE	Make
Model	Year	Serial Number 7.3139811312e+11
Other Description: Initial Cost: \$249.99		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

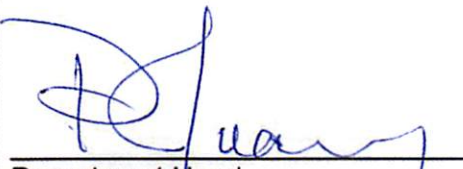
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4664
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item LG FOLDWAY PLATFORM TRUCK	Room # ROOM 150	Make
Model	Year	Serial Number 128SF24078
Other Description: Initial Cost: \$246.31		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

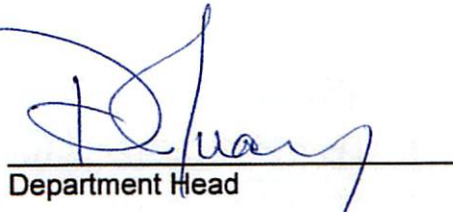
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

4768

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item KARAOKE CD&G SYSTEM	Room # ROOM 123	Make
Model	Year	Serial Number 321163/40-0120/90 39
Other Description: Initial Cost: \$889.95		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

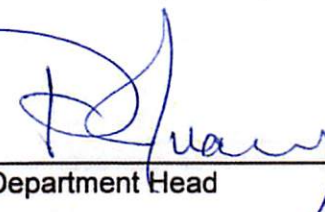
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**


Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____ Board Asset Number 5119

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item ADJUSTABLE MEDICAL STOOL	Room # ROOM 209	Make
Model	Year	Serial Number NEO40DF
Other Description: Initial Cost: \$390.48		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

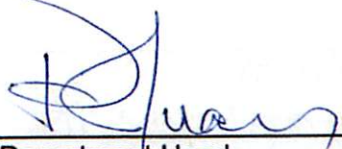
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

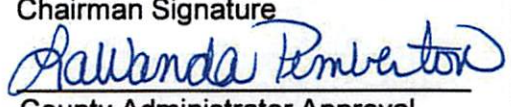
Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

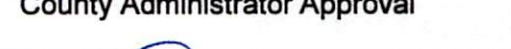
☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature



County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5120

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**

Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item 1999 PHLEBOTOMY X-WIDE CHAIR	Room # ROOM 237	Make
Model	Year	Serial Number 6000 X
Other Description: Initial Cost: \$505		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

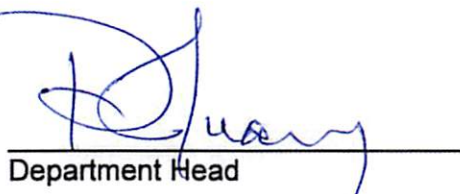
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

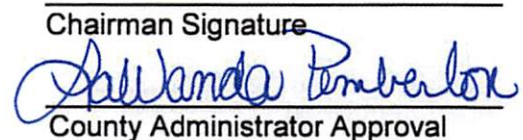
Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature

County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5122

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item MID MARK EXAM TABLE W/STIRRUPS	Room # ROOM 210	Make
Model	Year	Serial Number KEO1428311U
Other Description: Initial Cost: \$725		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department


Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature
County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5123

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item MID MARK EXAM TABLE W/STIRRUPS	Room # ROOM 211	Make
Model	Year	Serial Number KEO17034
Other Description: Initial Cost: \$725		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

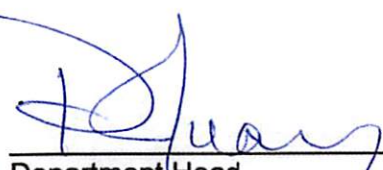
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5124

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item MID MARK EXAM TABLE W/STIRRUPS	Room # ROOM 212	Make
Model	Year	Serial Number KEO24779
Other Description: Initial Cost: \$725		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

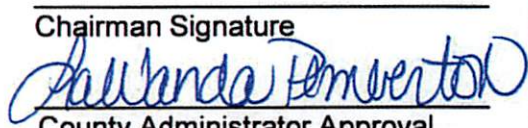
Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**


☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature
County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5125

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item MID MARK EXAM TABLE W/STIRRUPS	Room # ROOM 215	Make
Model	Year	Serial Number KEO24780
Other Description: Initial Cost: \$725		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

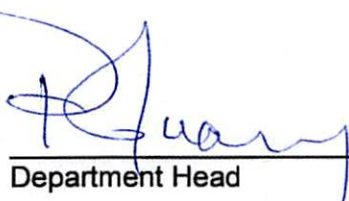
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**


Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

5320

Board Asset Number: _____

FROM: ROAD DEPARTMENT

DEPT 0301

DATE: 10/14/2019

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
TRUCK		VOLVO
Model	Year	Serial Number
	2001	4V5JC8UF81N305923
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) this truck is too expensive to be repaired, and it has been replaced with a leased truck. this item will be auctioned upon approval of disposition

Location: (required) road department

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

David Evers
Department Head

Lawanda Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5789

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item PRINTER	Room # ROOM 232	Make
Model	Year	Serial Number JPGGP10543
Other Description: Initial Cost: \$578		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

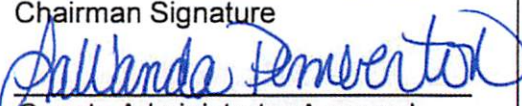
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5796

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item PRINTER	Room # ROOM 112A	Make
Model	Year	Serial Number 42A024800077
Other Description: Initial Cost: \$390		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

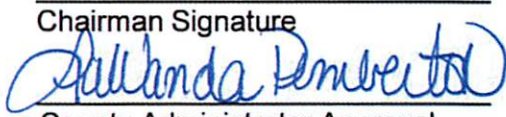
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature
County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5803

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item DESK	Room # ROOM 226	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$577.8		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**

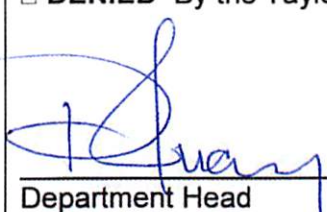
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

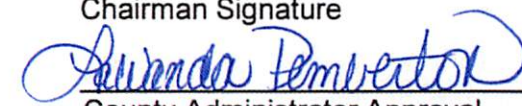
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5809
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item PRINTER	Room # ROOM 142 <i>224</i>	Make
Model	Year	Serial Number 47399289
Other Description: Initial Cost: \$390		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

5892
Board Asset Number:

FROM: ROAD DEPARTMENT
Department Name

DEPT 0301
Number

DATE: 10/14/2019

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item	Room #	Make
TRUCK		international
Model	Year	Serial Number
2004 /500 6x4	2004	1HTWNADTX4J081386
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) this truck is too expensive to be repaired, and it has been replaced with a leased truck. this item will be auctioned upon approval of disposition

Location: (required) road department

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5935

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item PRINTER	Room # ROOM 235	Make
Model	Year	Serial Number CNBDC45247
Other Description: Initial Cost: \$569		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____


☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

5936

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item DIGITAL CAMERA	Room # ROOM 145	Make
Model	Year	Serial Number 451902
Other Description: Initial Cost: \$366		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**

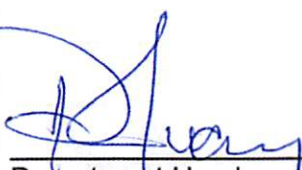
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

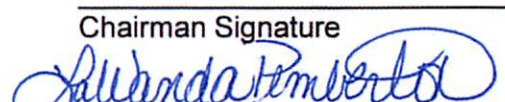
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

6217

Clerk Asset Number:

Board Asset Number:

FROM: COUNTY ENGINEER
Department Name

DEPT 0303
Number

DATE: 08/21/2019

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item LAPTOP	Room # ENGINEER	Make Dell
Model Inspiron 9100	Year 04	Serial Number 7G52051
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NOT COMPATIBLE / Technical obsolete

Location: (required) COUNTY ENGINEER DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

6319

Clerk Asset Number:

Board Asset Number:

FROM: PUBLIC LIBRARY

DEPT 0430

DATE: 08/21/2019

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER	Room #	Make <i>Dimension 2400</i>
Model <i>Dell</i>	Year <i>2004</i>	Serial Number 5XGGP51
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NOT COMPATIBLE / Technical obsolete

Location: (required) PUBLIC LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission _____ Date _____

[Signature]
Department Head

Chairman Signature
[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

6324

Clerk Asset Number:

Board Asset Number:

FROM: PUBLIC LIBRARY
Department Name

DEPT 0430
Number

DATE: 08/21/2019

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item COMPUTER TOWER <u>monitor</u>	Room # <u>Backroom Storage</u>	Make <u>Dell</u>
Model <u>17" Flat Panel</u>	Year	Serial Number cn0f503564180475 <u>2705</u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) SCREEN BROKEN

Location: (required) PUBLIC LIBRARY

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6448

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item COMPUTER	Room # ROOM 124	Make
Model	Year	Serial Number 21SSP61
Other Description: Initial Cost: \$587.2		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**

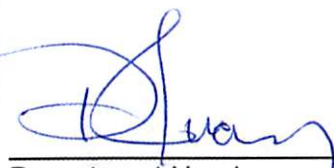
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**


Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____ Board Asset Number 6458

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item LAPTOP	Room # ROOM 120	Make
Model	Year	Serial Number 1ND2051
Other Description: Initial Cost: \$3848.03		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA



Type of Disposition: **Surplus**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

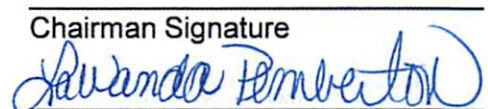
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6459

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item SERVER	Room # ROOM 120	Make
Model	Year	Serial Number 5HNRW31
Other Description: Initial Cost: \$6415.76		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature

County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6460

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item MONITOR	Room # ROOM 120	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$647.1		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6461

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item LAPTOP	Room # ROOM 125	Make
Model	Year	Serial Number BW38051
Other Description: Initial Cost: \$2202.18		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA



Type of Disposition: **Surplus**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6462

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item 32" TELEVISION	Room # ROOM 150	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$549		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

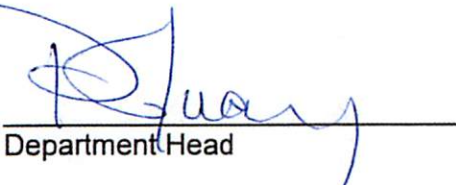
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

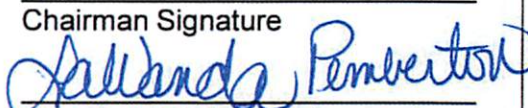
Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

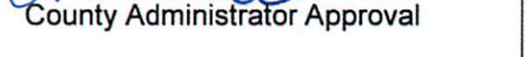
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6464

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item DIGITAL CAMERA	Room # ROOM 141	Make
Model	Year	Serial Number S01-0367773-J
Other Description: Initial Cost: \$0		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

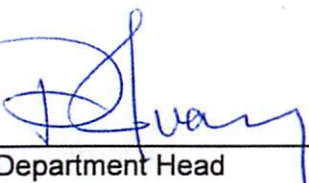
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Unusable at County Health Department

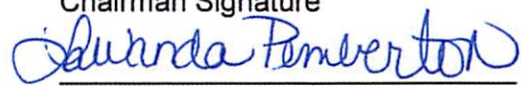
Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6465

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item PROJECTOR	Room # ROOM 125	Make
Model	Year	Serial Number 4DLLC41
Other Description: Initial Cost: \$1029		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA



Type of Disposition: **Surplus**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

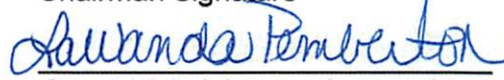
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6468

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item RADIO	Room # ROOM 126	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$286		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

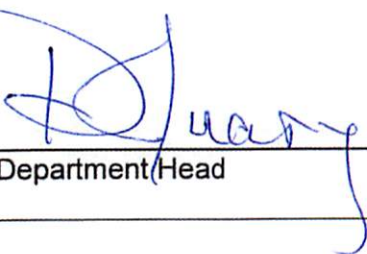
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

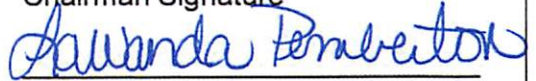
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature



County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6469

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item RADIO	Room # ROOM 126	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$286		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**

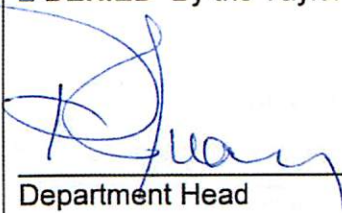
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**


Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature
County Administrator Approval

Date Removed from Asset Records

Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6470

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item RADIO	Room # ROOM 126	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$286		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Transfer**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Transfer to County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records

Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6471
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item RADIO	Room # ROOM 126	Make
Model	Year	Serial Number ---
Other Description: Initial Cost: \$286		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Transfer

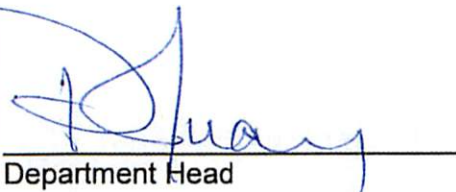
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Transfer to County Health Department


Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature
County Administrator Approval

Date Removed from Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: road department
Department Name

DEPT 0301
Number

6493
Clerk Asset Number:

Board Asset Number:

DATE: 10/31/19

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>Vehicle (car)</u>	Room # <u>road dept, yard</u>	Make <u>chevrolet</u>
Model <u>2000 Impala</u>	Year <u>05</u>	Serial Number <u>291W755K919352729</u>
Other Description: <u>Tag # 158938</u>		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>Surplus</u>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>car not operational will be auctioned</u>	
Location: (required) _____	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u>Hand Evers</u> Department Head	<u>Shirley Pemberton</u> Chairman Signature County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____
Board Asset Number 6522

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item MONITOR	Room # ROOM 120	Make
Model	Year	Serial Number N0D54214663353UOPN
Other Description: Initial Cost: \$300		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**

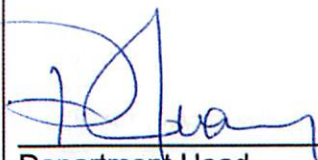
**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**


Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____


☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head



Chairman Signature



County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

6630
Clerk Asset Number:

Board Asset Number:

FROM: PUBLIC LIBRARY
Department Name

DEPT 0430
Number

DATE: 08/21/2019

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item printer	Room # _____	Make _____
Model _____	Year 2005	Serial Number _____
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) not useable printer has a broken head, too expensive to replace

Location: (required) removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ENGINEER
Department Name

DEPT 0303
Number

6778

Clerk Asset Number:

Board Asset Number:

DATE: 08/21/2019

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item LAPTOP	Room # <u>Engineer</u>	Make <u>Dell</u>
Model <u>Dell</u>	Year <u>04</u>	Serial Number 3FGWT91
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) NOT COMPATIBLE Technically obsolete

Location: (required) COUNTY ENGINEER DEPARTMENT

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

[Signature]
Department Head

Chairman Signature

County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

6872

Clerk Asset Number:

Board Asset Number:

FROM: PUBLIC LIBRARY

DEPT 0430

DATE: 08/21/2019

Department Name

Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item security system	Room # <u> </u>	Make <u> </u>
Model <u> </u>	Year <u>2007</u>	Serial Number <u> </u>
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: <u>SURPLUS</u>	
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.	
Explanation for Disposal: (required) <u>company abandoned the product</u> <i>was purposely removed from inventory</i>	
Location: (required) <u>removed</u>	
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> By the Taylor County Board of Commission: _____ Date _____	
<u><i>John Morgan</i></u> Department Head	<u><i>Salvanda Pemberton</i></u> Chairman Signature County Administrator Approval

Date Removed From Asset Records

Theresa Copeland
Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6929

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item PRINTER	Room # ROOM 145	Make
Model	Year	Serial Number CNGXF11452
Other Description: Initial Cost: \$ 1139		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA



Type of Disposition: **Surplus**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

6930

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT **0380**
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item MOBILE COMPUTER - HANDHELD	Room # ROOM 145	Make
Model	Year	Serial Number SA0120912U
Other Description: Initial Cost: \$1336.45		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**

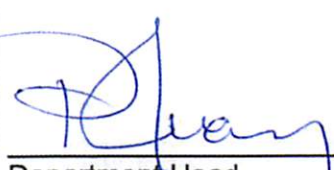
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

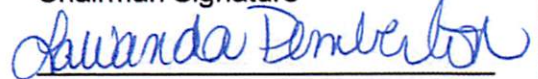
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____ Board Asset Number 6998

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item SERVER	Room # ROOM 120	Make
Model	Year	Serial Number 990YHF135
Other Description: Initial Cost: \$ 10135.23		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**

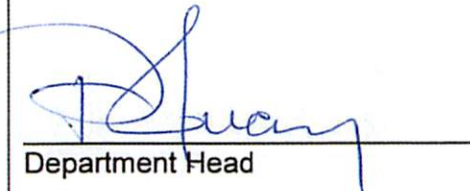
** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

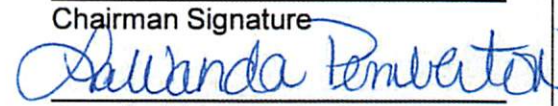
Explanation of Disposal (REQUIRED): **Unusable at County Health Department**


Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

7088
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item CONSOLE MOUNT LIGHT	Room # ROOM 103	Make
Model	Year	Serial Number V657249
Other Description: Initial Cost: \$ 1812.23		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA



Type of Disposition: Surplus


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): Unusable at County Health Department

Location (REQUIRED): FDOH Taylor County

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

7091
Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item INSTRUMENT HOLDER	Room # ROOM 103	Make
Model	Year	Serial Number V656301
Other Description: Initial Cost: \$3801.33		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA



Type of Disposition: **Surplus**

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

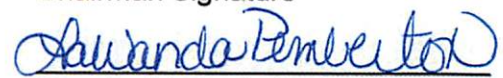
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number _____
Board Asset Number 7111

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item DENTAL CHAIR	Room # ROOM 103	Make
Model	Year	Serial Number 153758-001
Other Description: Initial Cost: \$4747		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA



Type of Disposition: **Surplus**


** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.

Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

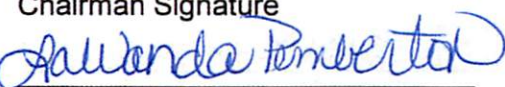
Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____



Department Head

Chairman Signature


County Administrator Approval

Date Removed from Asset Records



Fixed Assets Manager



DISPOSITION OF ASSESS REPORT
TAYLOR COUNTY, FLORIDA

Date: 8/30/19

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number

7177

Board Asset Number

FROM: **COUNTY HEALTH DEPARTMENT**

DEPT 0380
Number

To Whom It May Concern

The following changes have occurred in the property in my custody. This information should be entered on your Property Records.

IDENTIFICATION DATA

Name of Item NETWORK SWITCH	Room # ROOM 120	Make
Model	Year	Serial Number FDO1227Y2KV
Other Description: Initial Cost: \$2997		
Purchased with Grant: <input type="checkbox"/> YES <input type="checkbox"/> No If 'YES', please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: **Surplus**


**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

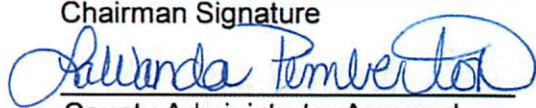
Explanation of Disposal (REQUIRED): **Unusable at County Health Department**

Location (REQUIRED): **FDOH Taylor County**

☐ **APPROVED** By the Taylor County Board of Commission – Date: _____

☐ **DENIED** By the Taylor County Board of Commission – Date: _____


Department Head


Chairman Signature
County Administrator Approval

Date Removed from Asset Records


Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: 7735

Board Asset Number: _____

FROM: Purchasing
Department Name

DEPT 0118
Number

DATE: 10/7/19

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item <u>CAR</u>	Room #	Make <u>Ford</u>
Model <u>Crown Victoria</u>	Year	Serial Number <u>27AHP71V78X141653</u>
Other Description: <u>Jag# T72957</u>		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: _____

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) car needs to just be removed from dept. inventory
dept. was not budgeted for car maintenance, nor is the car needed

Location: (required) _____

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Sarah Wink
Department Head

Chairman Signature
Rubanda Pemberton
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

9243

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: AIRPORT MANAGER
Department Name

DEPT 4010
Number

DATE: 08/21/2019

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

Name of Item FUEL TERMINAL AIRPORT	Room #	Make
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: SURPLUS

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) traded on new unit / dept traded old unit, traded
new unit

Location: (required) removed

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

W. J. E. [Signature]
Department Head

[Signature]
Chairman Signature

[Signature]
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board Chairperson to Sign the Florida Uniform Waterway Marker (FUWM) Permit FUWM-19-024 to finalize the permitting process of Slow Speed, Minimum Wake in certain areas of SPRING WARRIOR in Taylor County

Meeting Date:

November 19th, 2019

Statement of Issue: The Board Chairperson to sign the Florida Uniform Waterway Marker (FUWM), Permit FUWM-19-024 to finalize the permitting process of the Slow Speed, Minimum Wake in certain areas of SPRING WARRIOR in Taylor County

Recommendation: Sign the Spring Warrior Permit and Explanation of Rights.

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

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Fish and Wildlife Conservation Commission (FWC) reviewed and approved the Ordinance sent by the County to establish a low speed – minimum wake boating-restricted within Spring Warrior Creek. Following, the County sent a Florida Uniform Waterway Marker (FUWM) application to install 5 signs along the regulated area of the creek. The FUWM Permit has been issued as Permit No. FUWM-19-024, which need to be signed by a County Commissioner's representative to make it valid, as stated in the permit. Also, need to sign the Explanation of rights that indicates the County agrees with the conditions of the Permit.

- Options:**
1. Sign the Permit and Explanation of Rights
 2. Don't sign the permit nor the explanation of rights

- Attachments:**
1. Permit FUWM-019-024
 - FWC – Explanation of Rights



Florida Uniform Waterway Marker
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Law Enforcement, Boating and Waterways Section,
620 South Meridian Street, Mail Station 1M
Tallahassee, Florida 32399-1600 (850) 488-5600

Permit Owner Name: Taylor County BCC
Permit Owner Address: 203 Forest Park Dr
PERRY, FLORIDA 32348
UNITED STATES

Permit Number: FUWM-19-024
Effective Date: 11/12/2019
Expiration Date: Perpetual

IS AUTHORIZED TO:

1. The Florida Fish and Wildlife Conservation Commission received your completed Uniform Waterway Marker application on October 3, 2019. This application included all supporting documentation as required by law. The permit application is for the installation of five (5) markers within Spring Warrior Creek in Taylor County.

The stated reason for the permit application is to regulate boaters due to navigational hazards.

Based on the information submitted and reviewed for compliance with Sections 327.40, 327.41, [327.46, F.S.], and Chapters [68D-21] and [68D-23], Florida Administrative Code (F.A.C.), the request for a uniform waterway marker permit has been found to be complete. The request for a uniform waterway marker permit has been approved subject to the permit conditions and provisions indicated below.

AUTHORIZED LOCATION(S): Spring Warrior Creek
Counties: TAYLOR
Waterway: SPRING WARRIOR CREEK

Permittee Signature: _____ Date: _____
Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Katelyn Gorman Authorized for: Eric Sutton, Executive Director

Authorizing Signature: Kate Gorman Date: 11/12/2019
Waterway Management Unit

PERMIT CONDITIONS AND PROVISIONS:

- 1 Permit is approved contingent upon the consent of and, if necessary, the issuance of appropriate permits by the United States Army Corps of Engineers and the United States Coast Guard.
- 2 It is unlawful to place markers on private submerged lands or other property or structure not owned by the person or governmental entity placing them without first receiving the written consent of the owner of the submerged lands, other property, or structure as to the placement of the markers. A copy of such written consent, if required, must be provided to the FWC's Boating and Waterways Section. (Pursuant to Section 327.40, F.S., the placement of any uniform waterway marker on state-owned submerged lands does not subject

such lands to the lease requirements of Chapter 253, F.S.)

- 3 Permit provides for the placement of five (5) uniform waterway information/regulatory markers at the coordinate positions identified on both the map and in the application.
- 4 Permit authorizes the placement of markers and does not authorize any invasion of private rights, grant any exclusive privileges, or obviate the necessity of complying with any other federal, state or local laws or regulations.
- 5 All markers associated with this permit must be installed within a reasonable period of time. Upon completion of the installation of markers, the Permittee will notify the FWC's Boating and Waterways Section in writing within 30 days. If the latitude and longitude of any marker installed is different from that listed in the application, a request for a permit amendment must be submitted. Such a request must include the final "as-built" latitude and longitude in degrees and decimal minutes (referenced to the WGS-84 datum) for the markers installed.
- 6 Permittee must comply with the marker specifications and placement requirements detailed in Rules 68D-23.106, 68D-23.108 and 68D-23.109, F.A.C. The permit number FUWM-19-024 and, if applicable, reference to the regulatory instrument creating the restricted area must be displayed on each marker. These numbers and/or letters must be displayed in black block characters measuring at least one inch in height. Retroreflective materials must be used for all white background and international orange displays on markers.
- 7 Permittee must immediately report discrepancies of markers covered by this permit and make corrections to discrepancies within 30 days. Reports of discrepant markers and/or notice of corrective action completed will be made by calling FWC's Boating and Waterways Section at (850) 488-5600.
- 8 Permittee must comply with Rule 68D-23.110, F.A.C., which requires permit holders to properly maintain the markers and to conduct periodic inspections to determine their condition. An inspection of the markers is required every three (3) years from the date of permit issuance. Within five (5) business days following the completion of the inspection, notify the FWC's Boating and Waterways Section at Waterway.Management@MyFWC.com that the inspection has been performed and whether or not any markers were determined to be discrepant. All discrepancies documented during an inspection must be reported to the FWC's Boating and Waterways Section and corrected within 30 days. Please be advised that FWC may request a copy of the inspection documentation at any time.
- 9 The permittee, by accepting this permit and placement of the uniform waterway markers, does hereby, to the extent authorized by law, agree and promise to hold harmless the State of Florida, its employees, agents or successors, from fault with respect to any claim or claims arising from alleged negligence in the placement, maintenance, operation and removal of any and all marker(s) placed pursuant to the permit. The permittee further agrees to indemnify the State of Florida for any and all legal fees and costs incurred in defense of any suit brought against the state as a result of alleged negligence by the Permittee in the placement, maintenance, operation, or removal of the uniform waterway marker(s).
- 10 In the event the regulatory instrument (Ordinance 2019-06 as adopted on July 23, 2019 which imposes the requirement or boating restriction) covered by this permit is amended, repealed, rescinded, revoked, or otherwise becomes a nullity, the permittee must, within 30 days, notify the FWC's Boating and Waterways Section of the change. The permittee must in the case of an amendment to the instrument, file an amended permit application showing the markers to be removed, replaced, modified, or added in order to implement the amendment to the instrument, or in the case of the repeal, rescission, revocation, or other nullification of the instrument, remove from the waters of this state and the shores thereof all markers implementing that instrument.
- 11 Permittee shall comply with Rule 68D-23.106(4), F.A.C., in the event of discontinuance or removal of any marker covered by this permit.
- 12 Failure to comply with the requirements or conditions of this permit shall be cause for immediate revocation of the permit.
- 13 The issuance of the permit authorizing the placement of markers does not obligate the FWC or its officers to enforce the regulations or operating restrictions noticed by the markers.
- 14 The FWC retains the right to modify or rescind this permit should information become available indicating the permitted activity is likely to create a serious threat to public safety or that the recipient does not need the permit (in its current form). If you have any questions regarding this permit or its applicability, please contact FWC's Boating and Waterways Section at (850) 488-5600.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a

hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. Upon such notification, the Permittee shall cease all work authorized by this permit until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

Markers Information

Local ID	Latitude	Longitude	Site	Location	Mount Code	Waterway
1	29 55.197	83 40.231	RIVER/CREEK	Water	DOUBLE PILE	SPRING WARRIOR CREEK
	ID	Direction	Symbol	Shape	Message	
Sign	A	East	CIRCLE	RECTANGLE	Slow Speed Minimum Wake	
Sign	B	West	CIRCLE	RECTANGLE	Resume Normal Safe Operation	
2	29 55.252	83 40.396	RIVER/CREEK	Water	BUOY	SPRING WARRIOR CREEK
	ID	Direction	Symbol	Shape	Message	
Sign	A	Buoy	DIAMOND	BUOY	Danger	
3	29 55.382	83 40.516	RIVER/CREEK	Water	BUOY	SPRING WARRIOR CREEK
	ID	Direction	Symbol	Shape	Message	
Sign	A	Buoy	DIAMOND	BUOY	Danger	
4	29 55.461	83 40.642	RIVER/CREEK	Water	BUOY	SPRING WARRIOR CREEK
	ID	Direction	Symbol	Shape	Message	
Sign	A	Buoy	DIAMOND	BUOY	Danger	
5	29 55.45	83 40.784	RIVER/CREEK	Water	DOUBLE PILE	SPRING WARRIOR CREEK
	ID	Direction	Symbol	Shape	Message	
Sign	A	West	CIRCLE	RECTANGLE	Slow Speed Minimum Wake	
Sign	B	East	CIRCLE	RECTANGLE	Slow Speed Minimum Wake	

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
EXPLANATION OF RIGHTS

If your substantial interests are or will be determined by the Florida Fish and Wildlife Conservation Commission's action or proposed action stated in the accompanying notice, you may make any one of the following elections on the attached Election of Rights form and file the form within twenty-one (21) days from the date you receive the notice of agency action or proposed action. If you so choose, please return the completed Election of Rights form with the enclosed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a substitute document in compliance with Chapter 28-106, of the Florida Administrative code, to the address listed on the Election of Rights form.

1. If you wish to contest the agency action or proposed action, but do not dispute any of the issues of material fact set forth in the notice, you may request an informal proceeding pursuant to Sections 120.569 and 120.57(2), Florida Statutes. In the event that your request for an informal proceeding is granted, you will be given the opportunity to either simply present a written statement challenging the grounds upon which the Commission has chosen to justify its action or inaction or present evidence in mitigation.

Any request for an informal proceeding in this matter should be made by checking the space marked as 1 on the Election of Rights form and filing the completed and signed form with the Commission within twenty-one (21) days from the date of receipt of the notice. In making such a request, you must include with the completed and signed Election of Rights form either the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a substitute document in compliance with Chapter 28-106, of the Florida Administrative code. Additionally, your request must include a copy of the notice of agency action or proposed action being challenged.

2. If you wish to contest agency action or proposed action and you dispute one or more of the issues of material fact as set forth in the notice, you may request a formal hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes. If there is a disputed issue of material fact and your request is otherwise complete, an administrative law judge shall be furnished by the Division of Administrative Hearings of the Department of Management Services pursuant to Sections 120.569 and 120.57(1), Florida Statutes. A petition shall be dismissed if it fails to state disputed issues of material fact, it otherwise is not in substantial compliance with the requirements of 28-106.201(2) FAC, or it has been untimely filed.

Any request for a formal hearing in this matter should be made by checking the space marked as 2 on the Election of Rights form and filing the completed and signed form with the Commission within twenty-one (21) days from the date of receipt of the notice. In making such a request, you must include with the completed and signed Election of Rights form either the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a substitute document in compliance with Chapter 28-106, of the Florida Administrative code. Additionally, your request must include a copy of the notice of agency action or proposed action being challenged.

3. If you do not wish to contest the agency action or proposed action, you may indicate this by checking the space marked as 3 on the Election of Rights form and filing the completed and signed form with the Commission. If you make this election, you do not need to include the completed and signed Petition form.

Failure to make any election in this matter, as provided above, within twenty-one (21) days from the date you received the notice, shall be considered a waiver of your rights to any administrative proceeding as provided in either 1 or 2, above.

Mediation is not an available alternative with respect to this action or proposed action.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
ELECTION OF RIGHTS

I have read the Explanation of Rights provided to me by the Florida Fish and Wildlife Conservation Commission (Commission) and understand my options. (You may select one of the options below and return this form to the Commission no later than 21 days from the receipt of the notice of agency action or proposed action or, if you do not want an administrative hearing or informal proceeding, you do not need to complete this form)

☐ 1. I am challenging the agency action and want an informal proceeding. I do not dispute any of the issues of material fact in the notice of agency action or proposed action, but do want an informal proceeding, pursuant to Sections 120.569 and 120.57(2), Florida Statutes. I understand that I may either submit a written statement or submit evidence in mitigation to the agency head or designated representative. I have attached the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a petition that complies with Chapter 28-106, of the Florida Administrative code.

☐ 2. I am challenging the agency action and want an administrative hearing. I do dispute one or more issues of material fact in the notice of agency action or proposed action, I have attached the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a petition that complies with Chapter 28-106, of the Florida Administrative code, and I request a formal hearing, pursuant to Sections 120.569 and 120.57(1), Florida Statutes, before an administrative law judge appointed by the Division of Administrative Hearings.

☒ 3. I do not wish to challenge the agency action. I do not dispute any of the issues of material fact in the Notice of action or proposed action and waive my right to object or to be heard.

I have read and understand the Election of Rights form and understand that I have the right to be represented by counsel or a qualified representative at an administrative proceeding. I also understand that I must attach a petition to this request if I have requested a hearing or an informal proceeding.

Please sign and state your current address and telephone number:

<hr/> Signature <hr/> PAM FEAGLE <hr/> PRINT NAME	<hr/> Date <hr/> 850-838-3500 <hr/> Phone Number
--	---

The above indicated person is ☐ the Petitioner, ☐ counsel for the Petitioner, or ☒ the qualified representative of the Petitioner (Please check one).

<hr/> Taylor County Board of Commissioners <hr/> 201 E. Green St. <hr/> Perry, FI 32347 <hr/> Petitioner's name and address <hr/> LPemberton@taylorcountygov.com <hr/> Petitioner's email address	<hr/> Pam Feagle <hr/> 201 E. Green St. <hr/> Perry, FI 32347 <hr/> Attorney or representative's name and address (if applicable) <hr/> pfeagle@taylorcountygov.com <hr/> Attorney or representative's email address
--	---

If applicable, please list the type of Permit /License applied for and the Permit/License Number
FUWM-19-024

Please mail form to:
Legal Office
Florida Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399-1600

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF LICENSE AND HOLD HARMLESS AGREEMENTS FOR POLLING PLACES FOR THE 2020 ELECTION CYCLE.



MEETING DATE REQUESTED:

NOVEMBER 19, 2019

Statement of Issue: APPROVAL OF LICENSE AND HOLD HARMLESS AGREEMENTS FOR PRECINCTS 1-14 AND CHANGE OF LOCATION FOR PRECINCT 14.

Recommended Action: APPROVE

Fiscal Impact:

Budgeted Expense:

Submitted By: DANA SOUTHERLAND

Contact: DANA@TAYLORELECTIONS.COM

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: PRECINCT 14 IS NOW THE LARGEST PRECINCT AND MORE ROOM IS NEEDED TO ACCOMMODATE ADDITIONAL PRIVACY BOOTHS. MT. CARMEL BAPTIST CHURCH HAS APPROVED THE USAGE OF THEIR FELLOWSHIP HALL. THE ATTACHED AGREEMENTS INDICATE THAT CHANGE IN LOCATIONS. APPROVAL IS NEEDED FOR PRECINCTS 1-14 FOR THE 2020 ELECTION CYCLE.

Options: APPROVE/NOT APPROVE

Attachments: AGREEMENTS FOR PRECINCTS 1-14

LaWanda Pemberton

From: Dana Southerland <dana@taylorelections.com>
Sent: Monday, November 4, 2019 3:46 PM
To: LaWanda Pemberton
Subject: Agenda Item
Attachments: License and Hold Harmless Agreements for Polling Place.doc

Lawanda,

I need to get the board to approve the License and Hold Harmless Agreements for the polling places for the 2020 Election Cycle. Can you place this on the next available agenda? I have also attached the originals for the Chair to sign after approval.

Also, just as a FYI - We will not be using the sports complex going forward. Precinct 14 is now my largest precinct and we really need more room to accommodate additional privacy booths so I have received approval from Mt. Carmel Baptist Church to use their fellowship hall. The attached agreements indicate that change in locations.

Dana Southerland

Dana Southerland, CERA, MFCEP
Supervisor of Elections
Taylor County, Florida
State Certified Supervisor of Elections
P O Box 1060
Perry, Florida 32348
Phone: 850.838.3515
Fax: 850.838.3516
Email: taylorelections@gtcom.net
Web: www.taylorelections.com

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 1

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and First United Methodist Church, the LICENSOR, whose address is 302 N Jefferson St, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

First United Methodist Church Fellowship Hall

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 2

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County District School Board – Big Bend Technical College, the LICENSOR, whose address is 3233 Highway 19 South, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Big Bend Technical College - Commons Area

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 3

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Blue Creek Baptist Church, the LICENSOR, whose address is 21028 Beach Rd, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Blue Creek Baptist Church Fellowship Hall

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 4

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Salem Baptist Church, the LICENSOR, whose address is 10400 Fish Creek Rd, Salem, Florida 32356.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Salem Baptist Church – Sunday School Rooms

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 5

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Steinhatchee Community Center, the LICENSOR, whose address is 1013 S Riverside Dr, Steinhatchee, Florida 32359.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Steinhatchee Community Center

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 6

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Shady Grove Missionary Baptist Church, the LICENSOR, whose address is 4230 Alton Wentworth Rd, Shady Grove, Florida 32357.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Shady Grove Missionary Baptist Church Fellowship Hall

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 7

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Johnson Stripling Rd Volunteer Fire Station, the LICENSOR, whose address is 3160 Johnson Stripling Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Johnson Stripling Road Volunteer Fire Station

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 8

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and United Steel Workers Union, Local 1192, the LICENSOR, whose address is 1878 S Old Dixie Hwy, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

United Steel Workers Union Building, Local 1192

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 9

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Forest Capital Hall, the LICENSOR, whose address is 203 Forest Park Drive, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Forest Capitol Hall – Educational Room

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 10

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Lakeside Baptist Church, the LICENSOR, whose address is 3111 Highway 27 E, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Lakeside Baptist Church Fellowship Hall

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 11

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Kelly Grade Voting House, the LICENSOR, whose address is 3239 Kelly Grade, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Kelly Grade Voting House

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 12

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Perry Shrine Club, the LICENSOR, whose address is 1050 Courtney Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Perry Shrine Club

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 13

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Leadership Council, the LICENSOR, whose address is 1201 Martin Luther King Ave, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Jerkins Building – Conference Room

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020

PRIMARY ELECTION – AUGUST 18, 2020

GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 14

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Mt. Carmel Baptist Church, the LICENSOR, whose address is 2975 Pisgah Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Mt. Carmel Baptist Church Fellowship Hall

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY ELECTION – MARCH 17, 2020
PRIMARY ELECTION – AUGUST 18, 2020
GENERAL ELECTION – NOVEMBER 3, 2020

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____, County Attorney

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF LICENSE AGREEMENT WITH LODGING SOLUTIONS, LLC AND FESTIVE TENTS, LLC.

MEETING DATE REQUESTED:

NOVEMBER 19, 2019

Statement of Issue: TO PROVIDE FOR A RIGHT TO USE AIRPORT PROPERTY FOR STORAGE AND WORK RELATED ACTIVITIES.

Recommended Action: APPROVE/NOT APPROVE

Fiscal Impact: \$5,000 PAYMENT ANNUALLY

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: LODGING SOLUTIONS, LLC AND FESTIVE TENTS, LLC PROVIDES TEMPORARY HOUSING FOR VARIOUS UTILITY COMPANIES, PRIMARILY FOR STORM RELATED RESPONSE AND HAVE REQUESTED AN AGREEMENT THAT WOULD ALLOW USE OF AIRPORT PROPERTY YEAR ROUND.

REPRESENTATIVES FROM THE ABOVE COMPANY HAVE AGREED TO A PAYMENT OF \$5,000 FOR CONSIDERATION AND \$5,000 PER YEAR, DUE ON SEPTEMBER 1ST OF EACH YEAR. THERE IS AN AUTOMATIC ONE YEAR RENEWAL WITH A 60 DAY NOTICE FOR TERMINATION OF THE AGREEMENT.

COUNTY STAFF IS CURRENTLY RECOMMENDING USE OF CLOSED RUNWAY 6-24 FOR THIS AGREEMENT.

Options: APPROVE/ NOT APPROVE

Attachments: CERTIFICATE OF INSURANCE
DRAFT AGREEMENT
CORRESPONDENCE FROM COUNTY ATTORNEY

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

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

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

November 6, 2019

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1968-2013
(850) 584-6113
FAX (850) 584-2433

VIA E-MAIL AND REGULAR MAIL

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

Re: License Agreement

Dear Lawanda:

I have looked at the e-mail of November 2, 2019 from Mr. Summers with the attached License Agreement.

It looks okay to me.

Please get back with me if you have a question.

On the signature page you should be listed as County Administrator.

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

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is made and entered into as of September 1, 2019 (the "Effective Date") by and between the County of Taylor, Florida Perry-Foley Airport ("**Licensor**") and **Lodging Solutions, LLC**, a Texas limited liability company and **Festive Tents, LP**, a Texas limited partnership. (collectively, "**Licensee**"). Licensor and Licensee are individually referred to as "Party" and collectively as the "Parties".

RECITALS

- A. On or about August 30, 2019 Licensee was hired to provide temporary housing and infrastructure in connection with Hurricane Dorian and will provide similar services in connection with other natural disasters (the "Project").
- B. Licensor owns real property and improvements located at 511 Industrial Park Dr., Perry, Florida 32348 (the "Property");
- C. Licensee desires to access the Property for the purposes of staging materials and vehicles necessary for performing the Project-related work; and
- D. Licensor is willing to permit such use by Licensee, subject to the terms, conditions and restrictions of this License.

AGREEMENT

The Parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, its agents and contractors, a non-exclusive right to use the Property for the purposes specified herein.
2. Use. Licensee, its employees, agents, contractors, and subcontractors will have access to and may use the Property for storage and work related to the Project.
3. Term of License. The License shall continue for a term of one (1) year from the Effective Date set forth above (the "Initial Term"), and shall automatically renew for successive periods of one (1) year each (a "Renewal Term" and together with the Initial Term, the "Term") unless either Party provides sixty (60) days written notice prior to the end of the Initial Term or a Renewal Term, as applicable, of their intent to terminate this License.
4. Consideration. Licensee shall pay to Licensor \$5,000.00 as initial consideration for this License. In addition, Licensee shall pay to Licensor on an annual basis (payable on September 1st of each year) a license fee in the amount of \$5,000.00 per year, with the first payment being due on or before September 1, 2020.
5. Hold Harmless
 - (a) Each party shall hold harmless the other party, and its officers, directors, members, partners, employees, agents, affiliates, successors and permitted assigns (collectively, "**Released Party**") from all claims made or judicial or administrative actions filed which allege that the Released Party is liable to the claimant by reason of: (a) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Property, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of the Property if caused by any negligent or wrongful act or omission of the other Party or its agents, partners, contractors, employees, permitted assignees, licensees, sublessees, invitees or any other person or entity for whose conduct the other Party is legally responsible; (b) violation by the other Party of any contract or agreement to which the other Party is a party in each case affecting any part of the Property or the occupancy or use thereof by the other Party; and (c) violation of or failure to observe or perform any condition, provision or agreement of this License on the other Party's part to be observed or performed hereunder.

(b) Limitation of Liability. Licensors and Licensee agree that neither their respective directors, officers, partners, employees, shareholder, members, managers, nor any of their respective agents shall have any personal obligation hereunder, and that Licensors and Licensee shall not seek to assert any claim or enforce any of their rights hereunder against such directors, officers, employees, shareholders or agents.

6. Insurance. Licensee shall, at its sole cost and expense, throughout the term of this License, obtain, keep, and maintain in full force and effect comprehensive general public liability insurance against claims for personal injury, bodily injury, death, or property damage occurring in, upon, or about the Property in an amount of not less than One Million Dollars (\$1,000,000.00) in respect to injury or death of one person and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to property damage with respect to Licensee's or its agents' or contractors' use of the Property.

7. Surrender. Upon termination of this License, the Property shall be restored by the Licensee to a condition similar to what existed prior to the commencement of this License, reasonable wear and tear, force majeure and damage by casualty excepted; provided, however, that Licensee shall retain the Property Work (described in Section 10(b) below) performed on the Property.

8. Default; Limitation of Damages.

(a) Defaults. If either party defaults in the performance of any of its obligations under this License, and such default continues for more than ten (10) days after receipt of written notice from the non-defaulting party, the non-defaulting party shall have the right to terminate this License and pursue any other remedies available at Law or in equity, except as limited herein.

(b) Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

9. Notices. All notices required or provided to be sent by either Party shall be in writing and shall be deemed to have been given upon personal delivery or upon deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the Party at the address set forth below:

Licensors:
County of Taylor, Florida
Perry-Foley Airport
511 Industrial Park Dr.
Perry, Florida 32348
850-838-3519
airport@taylorcountygov.com
Attn: Ward Ketring

Licensee:
Lodging Solutions, LLC
10934 Hazelhurst Drive
Houston, Texas 77043
8323-256-2895
tentsales@aol.com

10. Applicable Law. This License shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit arising from this License shall be exclusively in the State courts of Taylor County, Florida.

11. Title. Licensors does hereby covenant with Licensee that Licensors is lawfully seized and possessed of the Property, that Licensors has good and lawful right to enter into this License, and that Licensors will forever warrant and defend the title thereto against the lawful claims of all persons.

12. Licensee Use of Property:

(a) During the Term, Licensee shall have the absolute right to use the Property every month of the year. Licensee may use the Property until Licensors provides sixty (60) days' written notice of non-renewal as provided in Section 3 above, at the end of which Licensee must vacate the

Property.

- (b) Licensee may access the Property 24 hours per day, 7 days per week at any time.
- (c) Licensee may, at his sole discretion, place temporary fencing or any other temporary structures on the Property and will remove the fencing or structures upon the completion of its activities on the Property.

13. Miscellaneous

(a) **Representations.** Each signatory of the Parties hereby represents and warrants that such signatory has the authority to bind the Party for which such signatory has signed this License.

(b) **Counterparts.** This License may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this License delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this License.

(c) **Section Headings.** The section titles contained herein are for convenience only and do not define, limit or construe the interpretation of any of the contents of such sections.

(d) **Severability.** If one or more provision in this License is found to be in violation of any law, or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect.

(e) **Binding Effect.** This License shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

(f) **Force Majeure.** Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control, including, but not limited to, acts of God.

The Parties hereto have caused their duly authorized representatives to execute this License as of the date first above written.

LICENSOR:

COUNTY OF TAYLOR, FLORIDA

LICENSEE:

LODGING SOLUTIONS, LLC

Signed: _____

Name: Pam Feagle

Title: Chairman

Signed: _____

Name: Tim Bolton

Title: Manager

FESTIVE TENTS, LP

By: Montview Enterprises, LLC
its general partner

By: _____
Tim Bolton, President

(b) **Limitation of Liability.** Licensor and Licensee agree that neither their respective directors, officers, partners, employees, shareholder, members, managers, nor any of their respective agents shall have any personal obligation hereunder, and that Licensor and Licensee shall not seek to assert any claim or enforce any of their rights hereunder against such directors, officers, employees, shareholders or agents.

6. **Insurance.** Licensee shall, at its sole cost and expense, throughout the term of this License, obtain, keep, and maintain in full force and effect comprehensive general public liability insurance against claims for personal injury, bodily injury, death, or property damage occurring in, upon, or about the Property in an amount of not less than One Million Dollars (\$1,000,000.00) in respect to injury or death of one person and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to property damage with respect to Licensee's or its agents' or contractors' use of the Property.

7. **Surrender.** Upon termination of this License, the Property shall be restored by the Licensee to a condition similar to what existed prior to the commencement of this License, reasonable wear and tear, force majeure and damage by casualty excepted; provided, however, that Licensee shall retain the Property Work (described in Section 10(b) below) performed on the Property.

8. **Default; Limitation of Damages.**

(a) **Defaults.** If either party defaults in the performance of any of its obligations under this License, and such default continues for more than ten (10) days after receipt of written notice from the non-defaulting party, the non-defaulting party shall have the right to terminate this License and pursue any other remedies available at Law or in equity, except as limited herein.

(b) **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

9. **Notices.** All notices required or provided to be sent by either Party shall be in writing and shall be deemed to have been given upon personal delivery or upon deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the Party at the address set forth below:

Licensor:
County of Taylor, Florida
Perry-Foley Airport
511 Industrial Park Dr.
Perry, Florida 32348
850-838-3519
airport@taylorcountygov.com
Attn: Ward Ketring

Licensee:
Lodging Solutions, LLC
10934 Hazelhurst Drive
Houston, Texas 77043
8323-256-2895
tentsales@aol.com

10. **Applicable Law.** This License shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit arising from this License shall be exclusively in the State courts of Taylor County, Florida.

11. **Title.** Licensor does hereby covenant with Licensee that Licensor is lawfully seized and possessed of the Property, that Licensor has good and lawful right to enter into this License, and that Licensor will forever warrant and defend the title thereto against the lawful claims of all persons.

12. **Licensee Use of Property:**

(a) During the Term, Licensee shall have the absolute right to use the Property every month of the year. Licensee may use the Property until Licensor provides sixty (60) days' written notice of non-renewal as provided in Section 3 above, at the end of which Licensee must vacate the

Property.

- (b) Licensee may access the Property 24 hours per day, 7 days per week at any time.
- (c) Licensee may, at his sole discretion, place temporary fencing or any other temporary structures on the Property and will remove the fencing or structures upon the completion of its activities on the Property.

13. Miscellaneous

(a) **Representations.** Each signatory of the Parties hereby represents and warrants that such signatory has the authority to bind the Party for which such signatory has signed this License.

(b) **Counterparts.** This License may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this License delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this License.

(c) **Section Headings.** The section titles contained herein are for convenience only and do not define, limit or construe the interpretation of any of the contents of such sections.

(d) **Severability.** If one or more provision in this License is found to be in violation of any law, or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect.

(e) **Binding Effect.** This License shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

(f) **Force Majeure.** Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control, including, but not limited to, acts of God.

The Parties hereto have caused their duly authorized representatives to execute this License as of the date first above written.

LICENSOR:

COUNTY OF TAYLOR, FLORIDA

LICENSEE:

LODGING SOLUTIONS, LLC

Signed: _____

Name: Pam Feagle

Title: Chairman

Signed: _____

Name: Tim Bolton

Title: Manager

FESTIVE TENTS, LP

By: Montview Enterprises, LLC
its general partner

By: _____
Tim Bolton, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2019

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

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

PRODUCER CA LIC 0B29370 Edgewood Partners Insurance Center (EPIC) [Concord Programs Group - Branch 15558] P.O. Box 5668 Concord, CA 94524	1-925-798-3334 Houston, TX 77043	CONTACT NAME: Kayla Fritzberg PHONE (A/C No, Ext): 925-822-9044 E-MAIL ADDRESS: kayla.fritzberg@epicbrokers.com FAX (A/C No): 925-609-5531
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ARCH INS CO		11150
INSURER B: TEXAS MUT INS CO		22945
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 57794000

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X	PRPKG0069501	01/01/19	01/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMP \$1000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COLL \$1,000		PRPKG0069501	01/01/19	01/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HAPD \$ Unlimited
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$	X	PRFXS0040501	01/01/19	01/01/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		0002008224	01/01/19	01/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		PRPKG0069501	01/01/19	01/01/20	Special Form 750,000 Repl Cost 1,000Ded

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

Taylor County Board of County Commissioners is Additional Insured with respect to General Liability as per the attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured those persons or organizations who are required under a written contract with you to be named as an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your subcontractors:

- A. In the performance of your ongoing operations or "your work", including "your work" that has been completed; or
- B. In connection with your premises owned by or rented to you.

As used in this endorsement, the words "you" and "your" refer to the Named Insured.

All other terms and conditions of this Policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

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County Commission Agenda Item

SUBJECT/TITLE:



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

MEETING DATE REQUESTED:

November 19, 2019

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

Recommended Action: The Board should approve soliciting RFPs for the proposed widening/resurfacing scope of work to be received on January 3, 2020, and opened January 6, 2020. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact: FISCAL YR 2019/20 - \$881,073 SCRAP Funding remaining

Budgeted Expense: YES (Partial)

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

By the direction of the Board, plans and specifications for the improvement of Houck Road from Golf Course to Puckett Road under the FDOT's Small County Road Assistance Program were prepared. These plans and specifications have been incorporated into a RFP package that will be advertised upon receiving Board approval. This improvement project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 1.5 miles of roadway. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications.

The Board previously entered into and approved a Reimbursement Agreement with FDOT in the amount of \$984,438.00 for the Houck Road project. With the already encumbered design expense, expected CEI expense and the estimated construction cost, Staff is confident the remaining funding will be insufficient to complete the entire project as proposed without additional money from FDOT or the Board. Of course, a last resort would be to reduce the project's scope of work. Staff will discuss the funding issue with FDOT once the Board has received known proposals and not calculated estimates for funding discussions.

Once the Board has approved the proposed scope of work, Staff will solicit for proposals with the intention to receive proposals on January 3, 2020, and opened at the January 6, 2020, regular Board meeting.

Options:

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

Attachments:

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

BID DOCUMENTS

Houck Road Widening/Resurfacing FDOT SCRAP Project Taylor County, Florida 2016-010-ENG

November 2019

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**

**CHW, Inc.
11801 Research Drive
Alachua, FL 32615
352.331.1976**

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- Invitation to Bid**
- Instructions to Bidders**
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- Hold Harmless, Release and Indemnity Agreement**
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PART 2 - CONTRACT FORMS

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

PART 3 – CONDITIONS OF THE CONTRACT

- Standard General Conditions**
- Supplementary Conditions**

PART 4 – SUPPLEMENTAL SPECIFICATIONS

PART 5 – DRAWINGS (Bound Separately)

PART 1 – BIDDING REQUIREMENTS

MALCOLM PAGE
District 1JIM MOODY
District 2SEAN MURPHY
District 3PAM FEAGLE
District 4THOMAS DEMPS
District 5

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
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(850) 838-3501 Fax

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

INVITATION TO BID

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

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for Houck Road Widening/Resurfacing**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than **4:00 P.M.**, local time, on **January 3, 2020**. All Proposals **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at **9:05 A.M.** local time, or as soon thereafter as practical, on **January 6, 2020**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, for a \$100.00 non-refundable fee. RFP information may be reviewed on-line at www.taylorcountygov.com/government/county_bids/index.php.

A Pre-Bid Conference will be held at 2:00 P.M. on Friday, **December 18, 2019**, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

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

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

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

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

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1st Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

- [A. Valid Business/Contractor Licensing/Registration Information]
- [B. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]
- [C. The successful Contractor and any subcontractors shall enroll in and be in compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system prior to contract execution.]

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

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

4.02 *Underground Facilities*

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

4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 10:00 A.M. local time on Wednesday December 18, 2019, at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening,

submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

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

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

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

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

- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

- [A. Bid Bond (5%)]
- [B. Certificates of Liability Insurance or Agency Statement]
- [C. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [F. Non-Collusion Affidavit]
- [G. Valid Business/Contractor Licensing/Registration Information]
- [H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]

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

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

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

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

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

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

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

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

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

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

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

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

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

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

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

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

BID FORM*Houck Road Widening/Resurfacing**2016-010-ENG***TABLE OF ARTICLES**

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

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

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

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

<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):

Houck Road Widening/Resurfacing Project

Total Lump Sum Bid Price	_____	\$ _____
145 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:

*Houck Road Widening/Resurfacing
Taylor County, Florida*

Contract: The intent of this contract is to secure all labor and equipment required for the Houck Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, concrete work, stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

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

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

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

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

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

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

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

DONE AND EXECUTED this ____ day of _____, _____

WITNESS:

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 me as a _____ 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:

Houck Road Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the Houck Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, concrete work, stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

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

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

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

CHW, Inc.
11801 Research Drive
Alachua, FL 32615
352.331.1976

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 135 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 145 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

4.04 Correction Period/Warranty

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

ARTICLE 5 - CONTRACT PRICE

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

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

	(\$ <u> </u>)
(words)	(numerals)

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

ARTICLE 6 - PAYMENT PROCEDURES**6.01 Submittal and Processing of Payments**

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

6.02 Progress Payments; Retainage

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 148 sheets with each sheet bearing the following general title: Houck Road [or] the Drawings listed on attached sheet index.
7. Addenda (numbers _____ to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

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

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Preference To State Residents

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

10.06 Public Records Provision

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

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

10.07 Other Provisions

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

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

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

OWNER:

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

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: January 3, 2020

Project (Brief Description Including Location): *Houck Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Houck Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, concrete work, stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

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

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

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

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

3. This obligation shall be null and void if:

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

3.2. All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

CONTRACT

Date:

Amount:

Description (Name and Location): *Houck Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Houck Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, concrete work, stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

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

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

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

FDOT SCRAP: Houck Road Widening/Resurfacing

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.

2016-010-ENG

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): *Houck Road Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Houck Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, concrete work, stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(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

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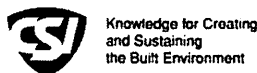
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives

of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

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

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

3.02 *Reference Standards*

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

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

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

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

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

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

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

B. Resolving Discrepancies

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

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

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

3.04 *Amending and Supplementing Contract Documents*

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

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

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

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

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

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

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

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

C. Possible Price and Times Adjustments

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

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

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

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

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

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

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

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

4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data,

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

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

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

B. *Not Shown or Indicated*

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

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

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

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal 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

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing

advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers,

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.

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

6.07 *Patent Fees and Royalties*

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

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

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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

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

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

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

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

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

6.12 Record Documents

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

6.13 Safety and Protection

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

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

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

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

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

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

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

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

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

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

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

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

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

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

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

2. Each submittal shall bear a stamp or specific written

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

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

D. Engineer's Review

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

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

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

E. Resubmittal Procedures

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

6.18 *Continuing the Work*

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

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

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

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

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if

prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other

contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

individual or entity, or to any surety for or employee or agent of any of them.

9.07 *Determinations for Unit Price Work*

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency

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

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,

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

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 to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease

in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not

defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the

acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments

and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment**A. Application for Payment**

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the

Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

- 1. Thirty days after the presentation to Owner of the

Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer;
or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor

begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

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

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. *No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B. *Not Used.*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. *The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
 - 1. *Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*

a. <i>State</i>	<i>Statutory</i>
b. <i>Applicable Federal (e.g., Longshoreman's)</i>	<i>Statutory</i>
c. <i>Employer's Liability</i>	<i>\$100,000</i>
 - 2. *Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*

a. <i>General Aggregate</i>	<i>\$1,000,000</i>
b. <i>Products – Completed Operations Aggregate</i>	<i>\$1,000,000</i>
c. <i>Personal and Advertising Injury</i>	<i>\$1,000,000</i>
d. <i>Each Occurrence (Bodily Injury and Property Damage)</i>	<i>\$1,000,000</i>
e. <i>Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.</i>	
f. <i>Excess or Umbrella Liability</i>	
1) <i>General Aggregate</i>	<i>\$1,000,000</i>
2) <i>Each Occurrence</i>	<i>\$1,000,000</i>
- 3. *Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:*

- a. *Bodily Injury:*
 - 1) *Each person* \$1,000,000
 - 2) *Each Accident* \$1,000,000
 - b. *Property Damage:*
 - 1) *Each Accident* \$ 500,000
 - c. *Combined Single Limit of* \$1,000,000
4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*
- a. *Bodily Injury:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000
 - b. *Property Damage:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. *The Contractor shall not award work valued at more than forty (40%) percent of the Contract Amount to Subcontractor(s), without prior written approval of the Owner.*

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
- 1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
 - 2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
 - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
 - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Kenneth Dudley, County Engineer
Hank Evans, Public Works Division Director
LaWanda Pemberton, County Administrator*

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

SC-16

The venue for all disputes shall be Taylor County, Florida.

PART 4– SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving Houck Road under the terms of an FDOT SCRAP Agreement. Such improvements include widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway by installing limerock widening strips, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, concrete work, stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
2. **FDOT MODIFICATIONS** - When "FDOT Roadway and Traffic Design Standards" 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 Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. **FDOT SPECIFICATIONS** – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. **WARRANTY** - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference points shall be installed and documentation provided to the County upon project completion.

7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements. All asphalt testing shall be based on a 2,000 ton Lot size.
9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional width or thickness of base material.
12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. AEP is the preferred Prime material. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2-0.25 gal/sy. Unless otherwise authorized, NTSS-1hm, Trackless Tack, will not be permitted as a prime material. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.
13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.
15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

PART 5 – DRAWINGS (BOUND SEPARATELY)

COMPONENTS OF CONTRACT PLANS SET
ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT PLANS

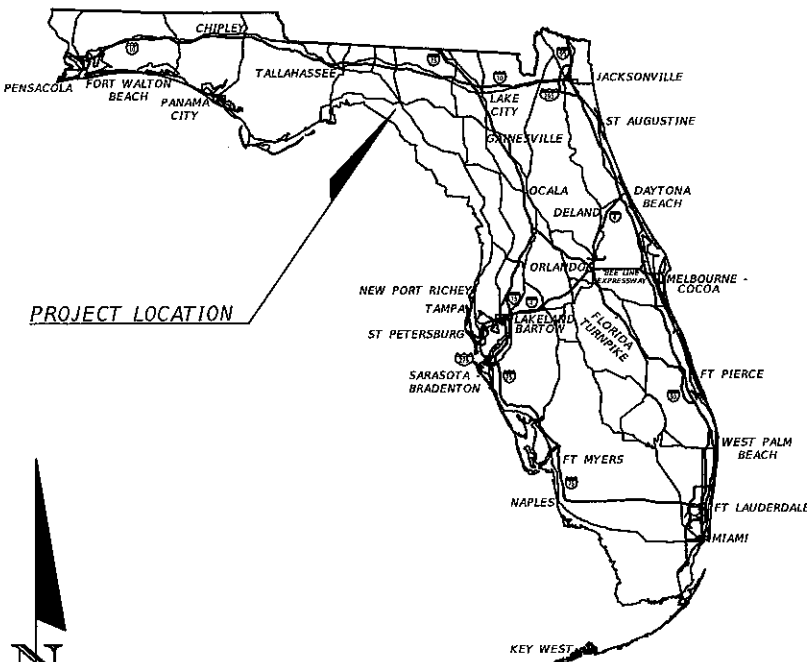
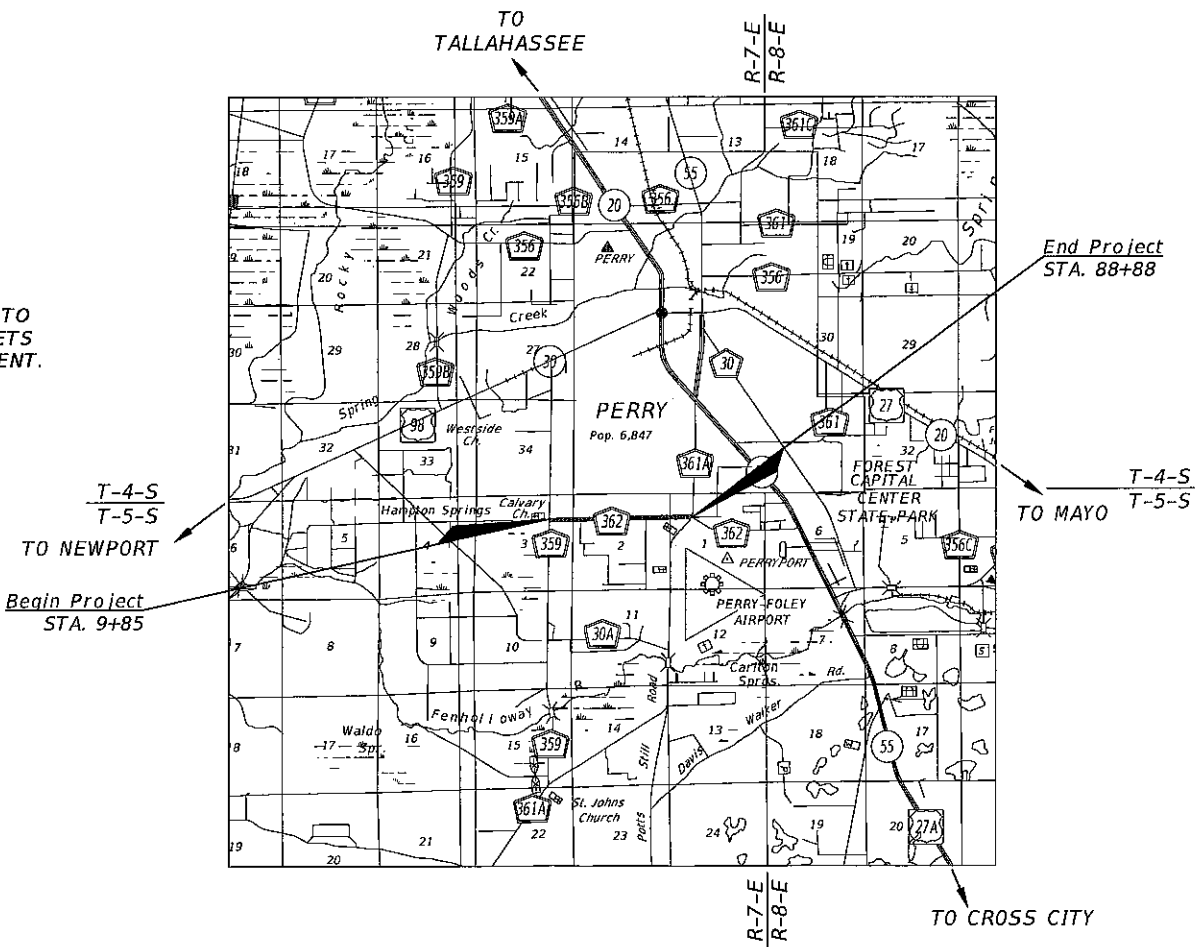
HOUCK ROAD
COUNTY ROAD NO. 362

FINANCIAL PROJECT ID 435332-1-54-01
TAYLOR COUNTY (38)

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4	TYPICAL SECTION
5	CONSTRUCTION DETAILS
6	PROJECT LAYOUT
7	PROJECT CONTROL
8	DRAINAGE MAP
9 - 10	SUMMARY OF DRAINAGE STRUCTURES
11 - 25	ROADWAY PLAN-PROFILES
25 - 38	SPECIAL PROFILES
39 - 40	DRAINAGE STRUCTURES
41 - 119	CROSS SECTIONS
120	STORMWATER POLLUTION PREVENTION
121 - 127	UTILITY ADJUSTMENTS
128 - 129	TRAFFIC CONTROL PLANS
GR-1 - GR-4*	ROADWAY SOIL SURVEY
SQ-1 - SQ-5	SUMMARY OF QUANTITIES
T-1	SIGNALIZATION LOOP DETAIL

* THESE SHEETS ARE INCLUDED IN THE INDEX OF ROADWAY PLANS ONLY TO INDICATE THAT THEY ARE A PART OF THE ROADWAY PLANS. THESE SHEETS ARE CONTAINED IN A SEPARATE DIGITALLY SIGNED AND SEALED DOCUMENT.



ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:

MONIQUE M. HEATHCOCK, P.E. NO. 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615

ROADWAY PLANS
ENGINEER OF RECORD:

MONIQUE M. HEATHCOCK, P.E.
P.E. NO. 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION NO.: 05075

TAYLOR BCC PROJECT MANAGER:
KENNETH DUDLEY, P.E.

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2019-20 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>

APPLICABLE IRs:

Standard Plans for Bridge Construction are included in the Structures Plans Component.

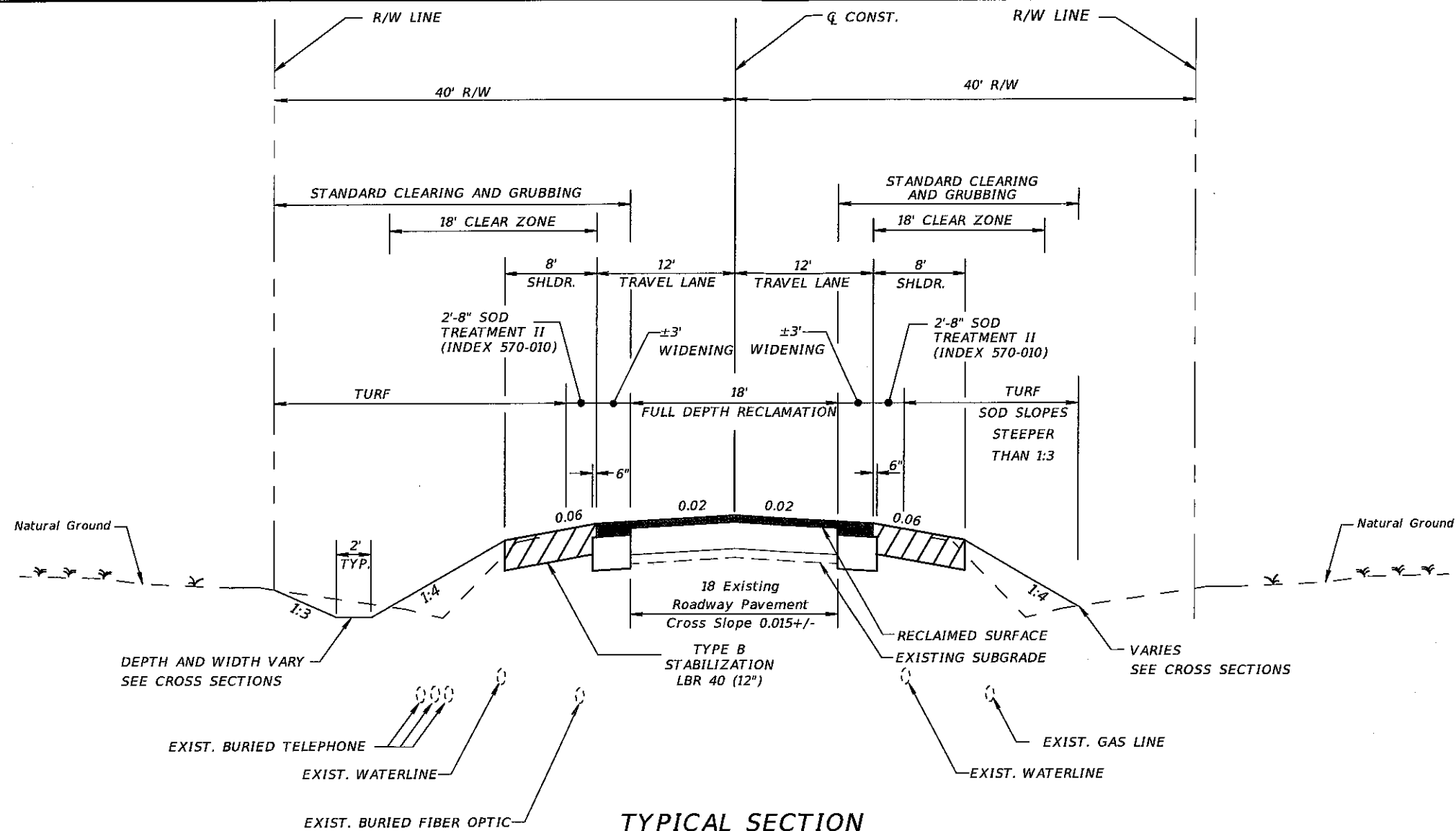
GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, January, 2019 Standard Specifications for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

LENGTH OF PROJECT

	LINEAR FEET	MILES
ROADWAY	7,903	1.5
BRIDGES	N/A	N/A
NET LENGTH OF PROJECT	7,903	1.5
EXCEPTIONS	N/A	N/A
GROSS LENGTH OF PROJECT	7,903	1.5

10-08-2019
100% CONSTRUCTION
PLANS FOR BID

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T-0000	18	1



**TYPICAL SECTION
CR 362
STA. 10+13.11 TO STA. 88+56.15**

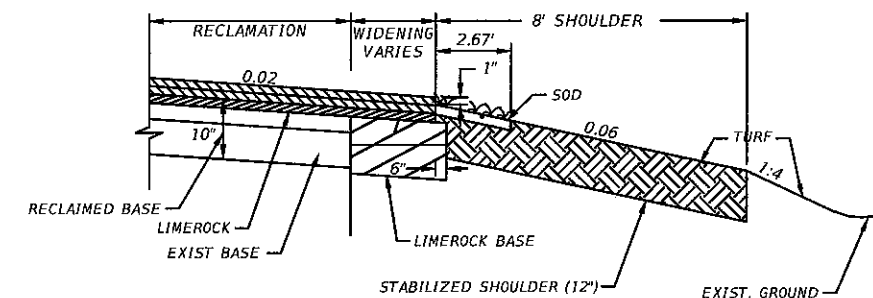
TRAFFIC DATA

CURRENT YEAR	= 2019	AADT = 1220
ESTIMATED OPENING YEAR	= 2020	AADT = 1240
ESTIMATED DESIGN YEAR	= 2040	AADT = 1670
T = 15 % (24 HOUR)		
DESIGN SPEED = 50 MPH		
CLEAR ZONE = 18'		

FULL DEPTH RECLAMATION
PLACE LIMEROCK OVERLAY TO PLAN GRADE AND WIDTH.
MIX EXIST. ASPHALT ROADWAY, LIMEROCK OVERLAY,
AND WIDENING AREA TO A DEPTH OF 10".
SEE CONSTRUCTION SEQUENCE NOTES BELOW WIDENING DETAIL.

WIDENING
11" LIMEROCK BASE (LBR 100)
LIMEROCK (FROM RECLAMATION)
TYPE SP 12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
FRICTION COURSE FC 12.5 (TRAFFIC B) (1.5") (PG 76-22)

RESURFACING
TYPE SP 12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
FRICTION COURSE FC 12.5 (TRAFFIC B) (1.5") (PG 76-22)



**NOTE: TREATMENT II PER INDEX 570-010

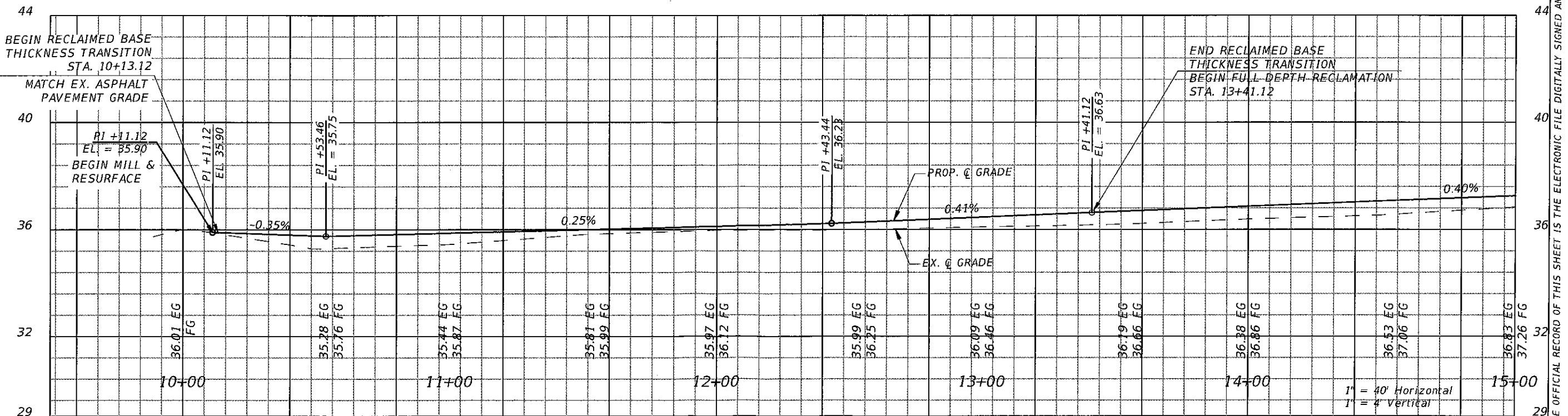
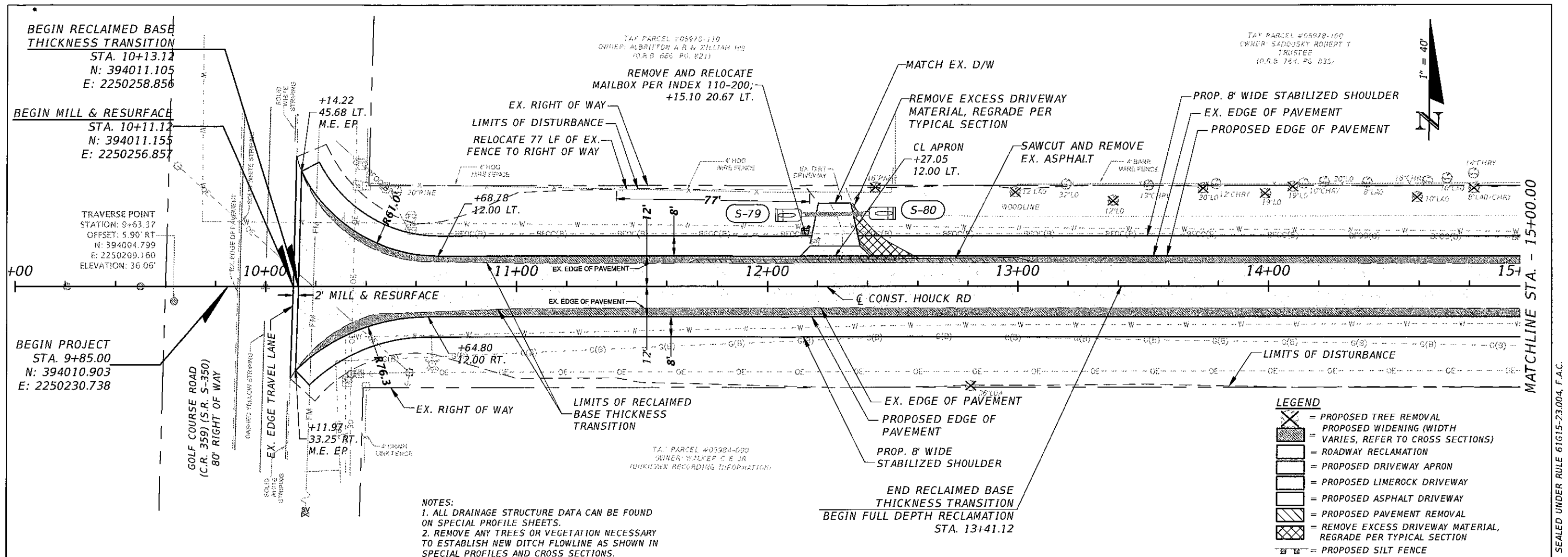
PROPOSED WIDENING DETAIL

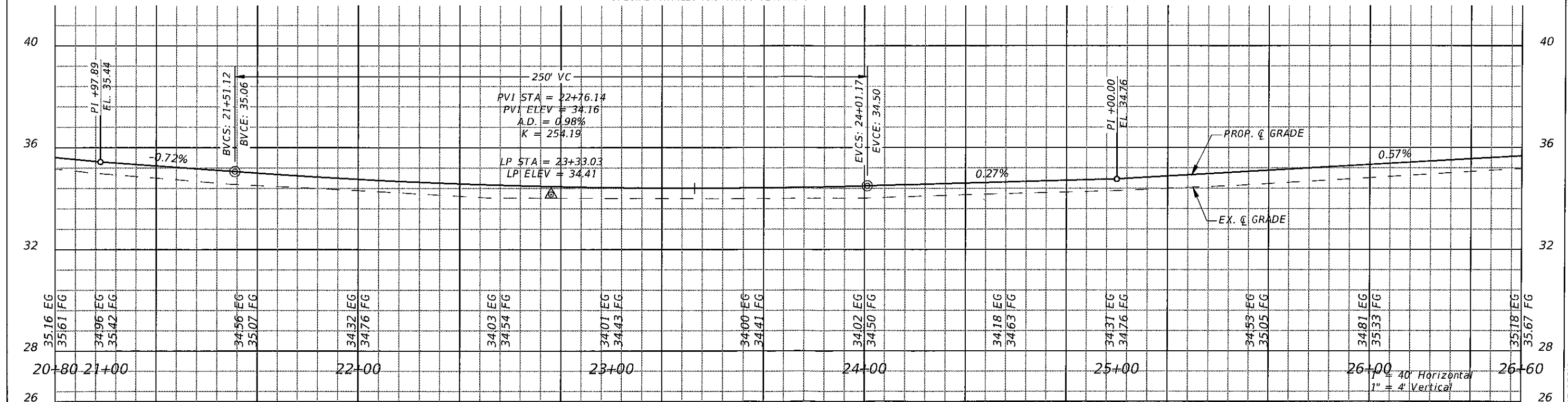
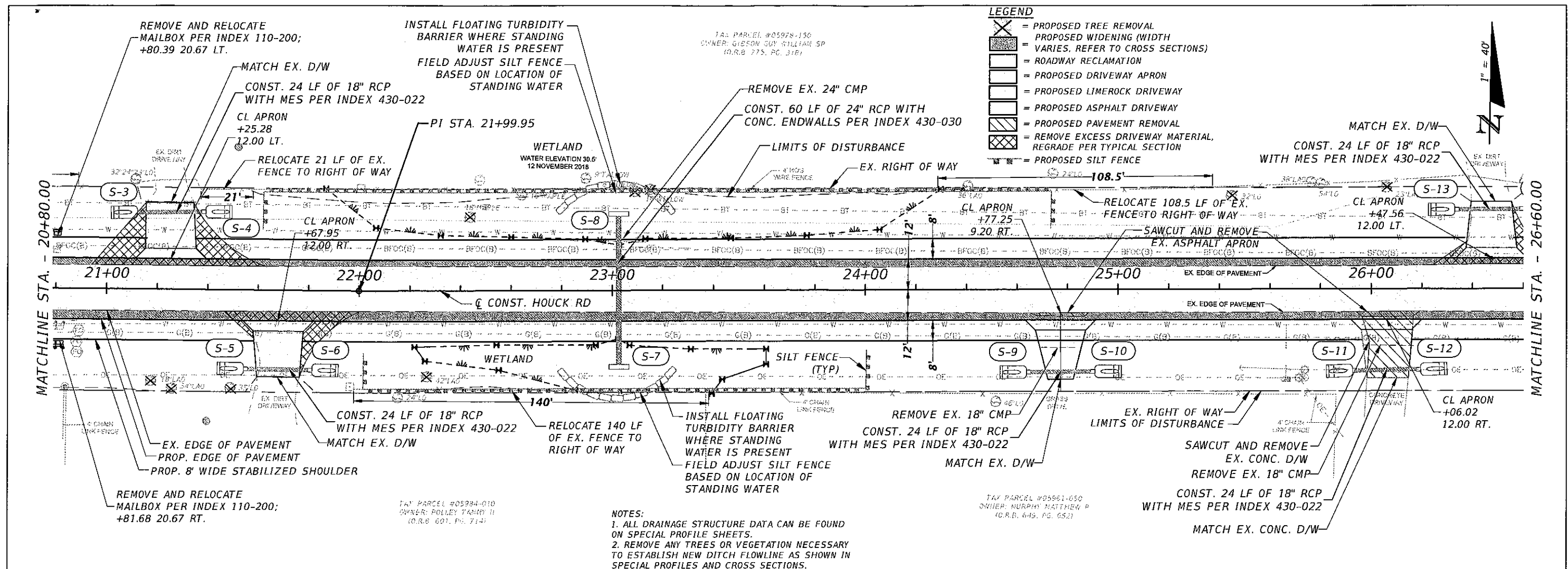
NTS

WIDENING CONSTRUCTION SEQUENCE:

1. PLACE WIDENING BOTTOM LIFT, COMPACT, TEST.
2. PLACE WIDENING TOP LIFT, COMPACT.
3. ADD LIMEROCK TO ENTIRE ROADWAY WIDTH (INCLUDING WIDENED AREA).
4. PERFORM MIXING ON ENTIRE 25' ROADWAY WIDTH (INCLUDING WIDENED AREA). COMPACT AND TEST.

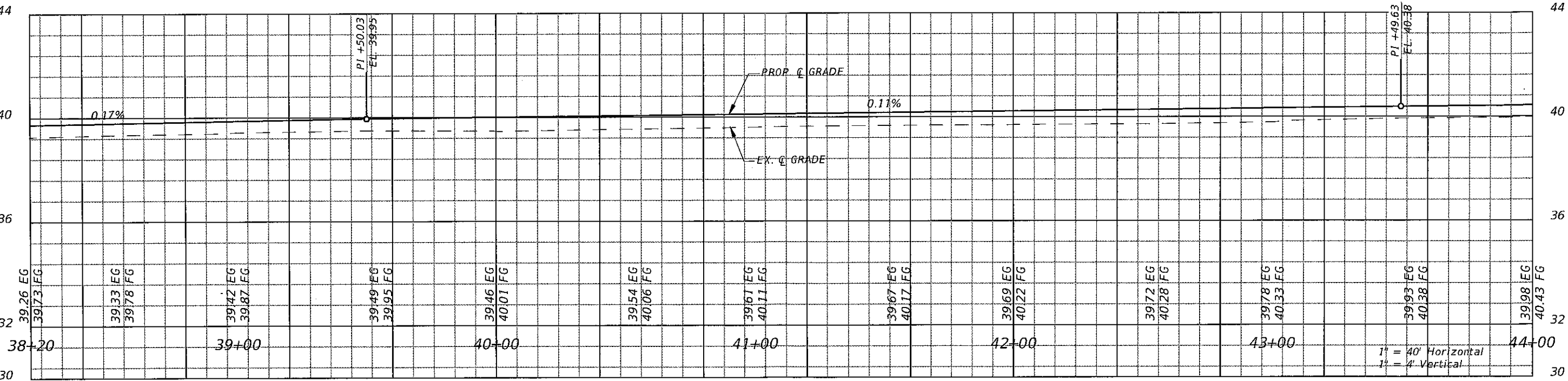
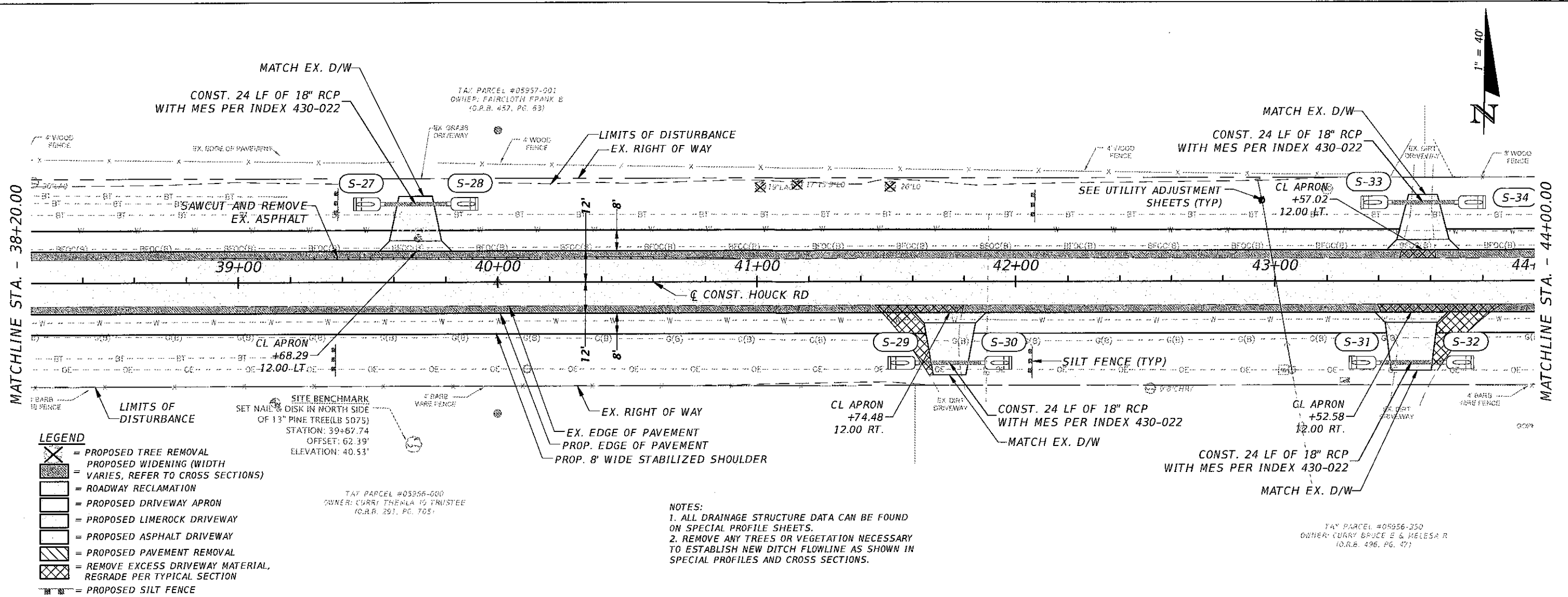
REVISIONS				PROFESSIONAL ENGINEER OF RECORD: MONIQUE M. HEATHCOCK, P.E.# 54352 CHW 11801 RESEARCH DRIVE, ALACHUA, FL 32615 CERTIFICATION OF AUTHORIZATION# 5075	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS			TYPICAL SECTION	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					CR 362	TAYLOR	435332-1-54-01		



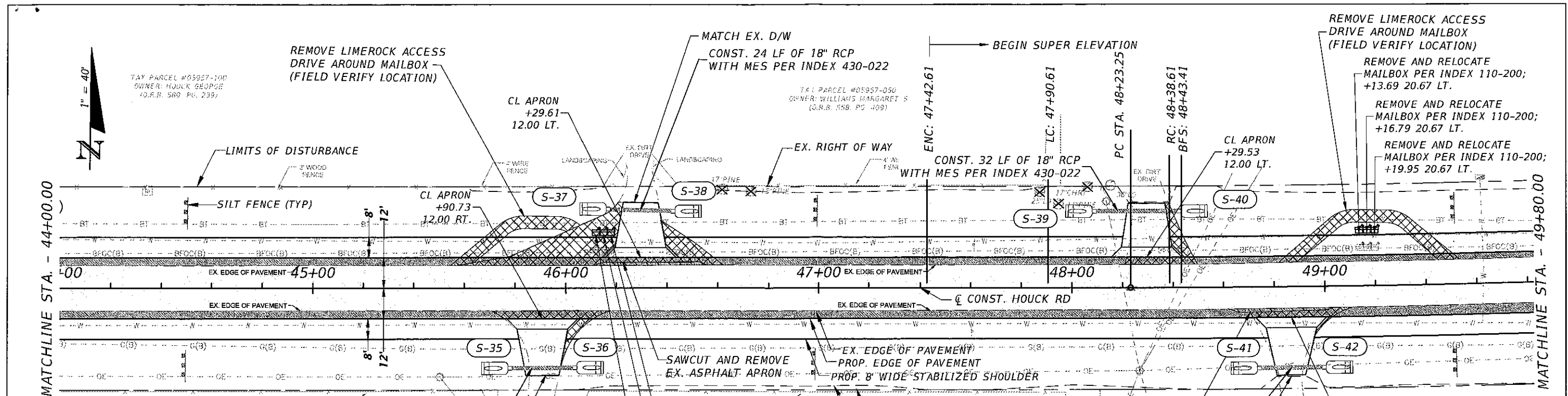


REVISIONS				PROFESSIONAL ENGINEER OF RECORD: MONIQUE M. HEATHCOCK, P.E.# 54352 CHW 11801 RESEARCH DRIVE, ALACHUA, FL 32615 CERTIFICATION OF AUTHORIZATION# 5075	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS			ROADWAY PLAN-PROFILE SHEET NO. 13
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
---	---	---	---		362	TAYLOR	435332-1-54-01	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

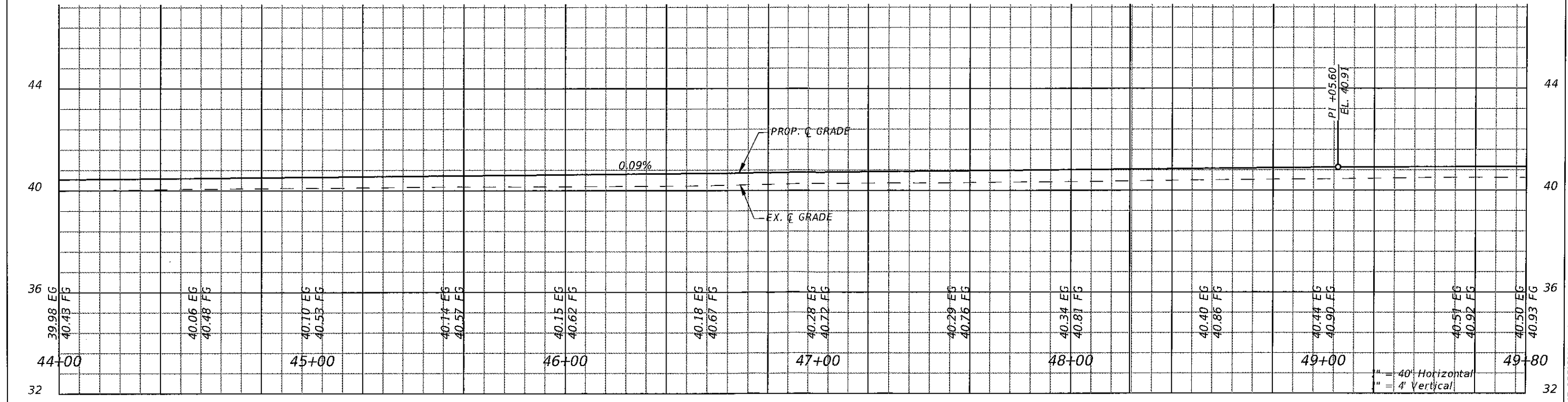


REVISIONS				PROFESSIONAL ENGINEER OF RECORD: MONIQUE M. HEATHCOCK, P.E.# 54352 CHW 11801 RESEARCH DRIVE, ALACHUA, FL 32615 CERTIFICATION OF AUTHORIZATION# 5075	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS			ROADWAY PLAN-PROFILE	SHEET NO. 16
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					362	TAYLOR	435332-1-54-01		



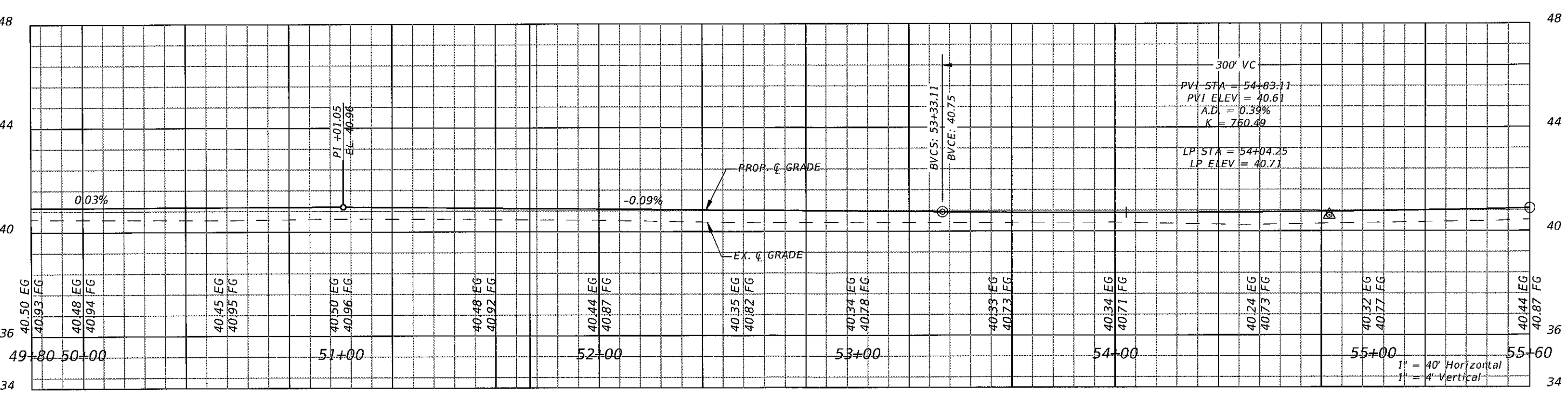
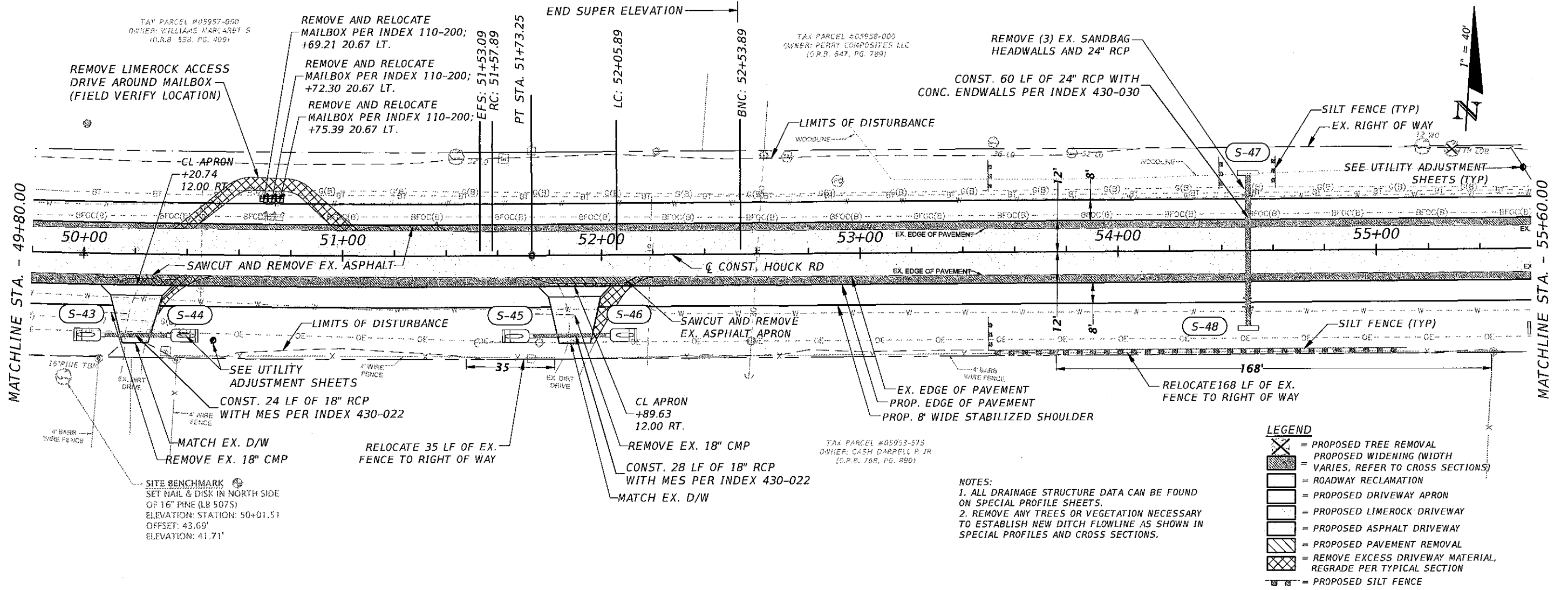
- LEGEND**
- = PROPOSED TREE REMOVAL
 - = PROPOSED WIDENING (WIDTH VARIES, REFER TO CROSS SECTIONS)
 - = ROADWAY RECLAMATION
 - = PROPOSED DRIVEWAY APRON
 - = PROPOSED LIMEROCK DRIVEWAY
 - = PROPOSED ASPHALT DRIVEWAY
 - = PROPOSED PAVEMENT REMOVAL
 - = REMOVE EXCESS DRIVEWAY MATERIAL, REGRADE PER TYPICAL SECTION
 - = PROPOSED SILT FENCE

NOTES:
 1. ALL DRAINAGE STRUCTURE DATA CAN BE FOUND ON SPECIAL PROFILE SHEETS.
 2. REMOVE ANY TREES OR VEGETATION NECESSARY TO ESTABLISH NEW DITCH FLOWLINE AS SHOWN IN SPECIAL PROFILES AND CROSS SECTIONS.



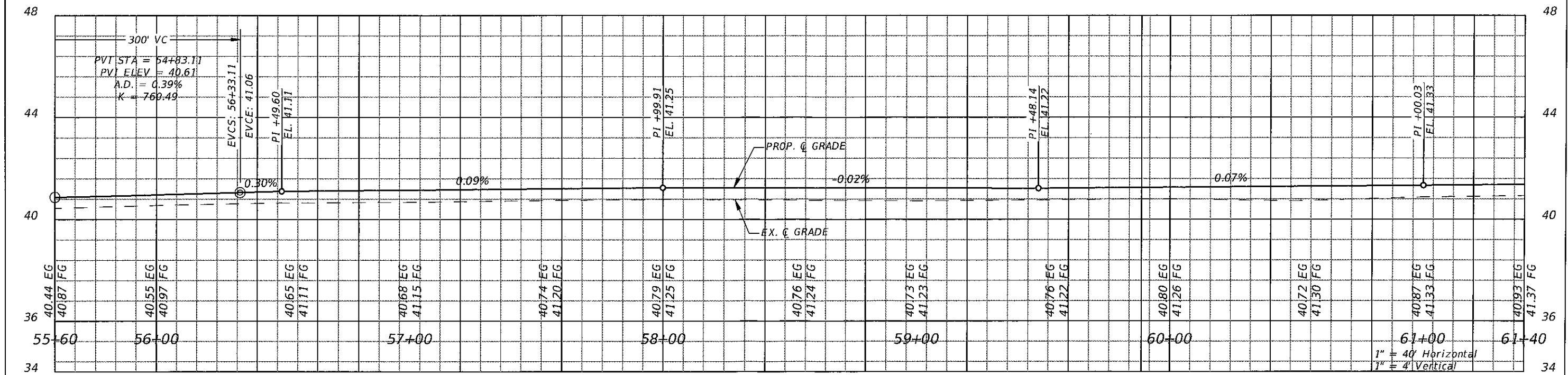
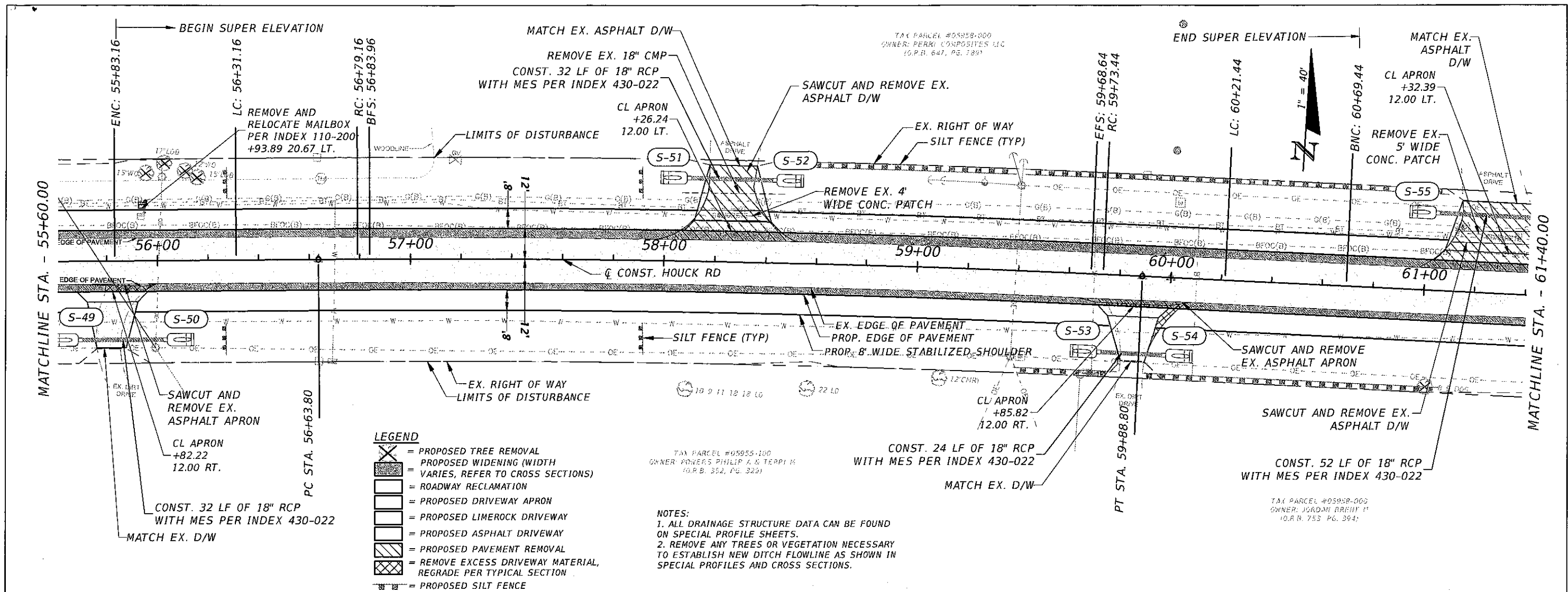
REVISIONS				PROFESSIONAL ENGINEER OF RECORD: MONIQUE M. HEATHCOCK, P.E.# 54352 CHW 11801 RESEARCH DRIVE, ALACHUA, FL 32615 CERTIFICATION OF AUTHORIZATION# 5075	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS			ROADWAY PLAN-PROFILE	SHEET NO. 17
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					362	TAYLOR	435332-1-54-01		

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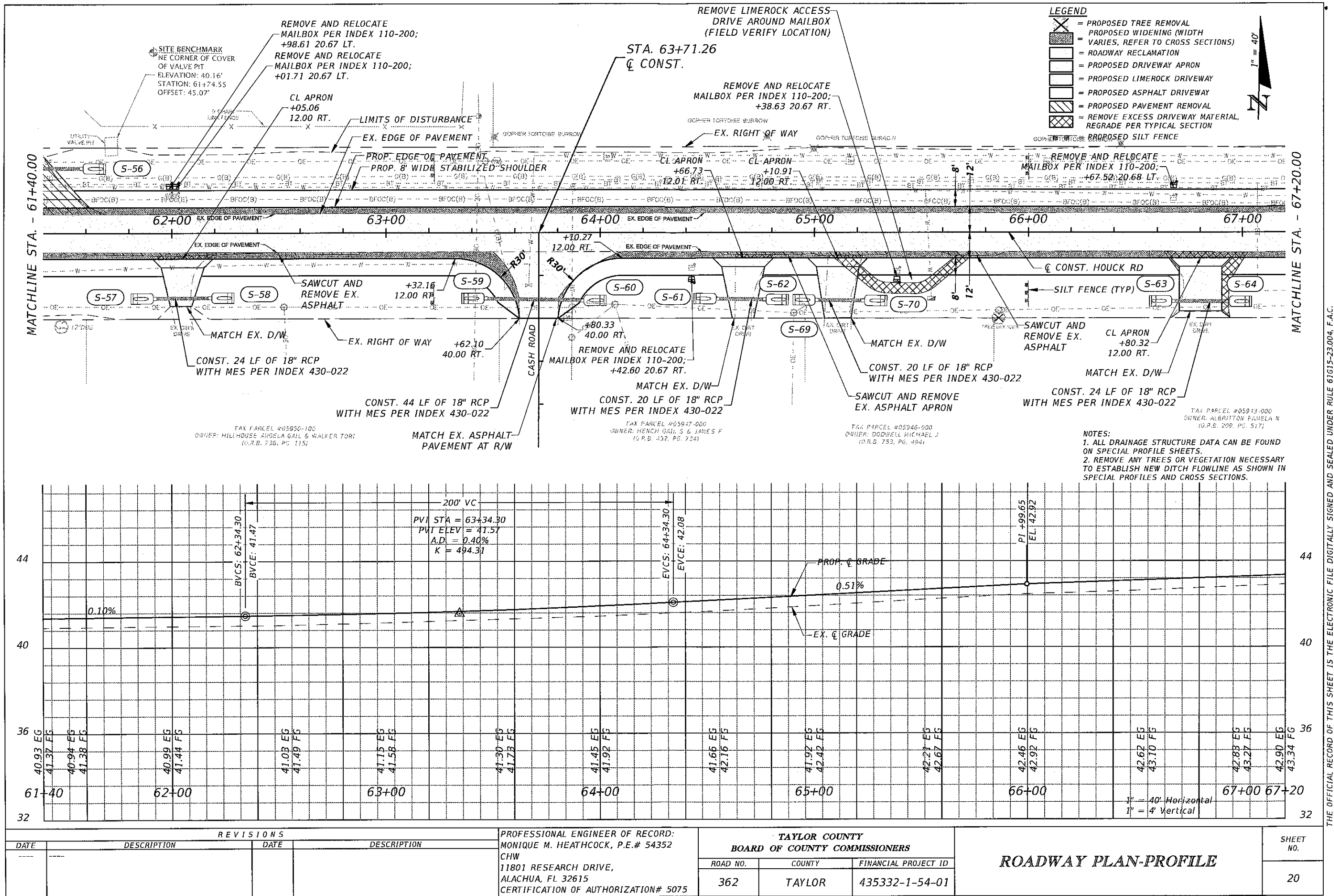
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					362	TAYLOR	435332-1-54-01		

PROFESSIONAL ENGINEER OF RECORD:
MONIQUE M. HEATHCOCK, P.E.# 54352
CHW
11801 RESEARCH DRIVE,
ALACHUA, FL 32615
CERTIFICATION OF AUTHORIZATION# 5075



REVISIONS				PROFESSIONAL ENGINEER OF RECORD: MONIQUE M. HEATHCOCK, P.E.# 54352 CHW 11801 RESEARCH DRIVE, ALACHUA, FL 32615 CERTIFICATION OF AUTHORIZATION# 5075	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS			ROADWAY PLAN-PROFILE	SHEET NO. 19
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					362	TAYLOR	435332-1-54-01		

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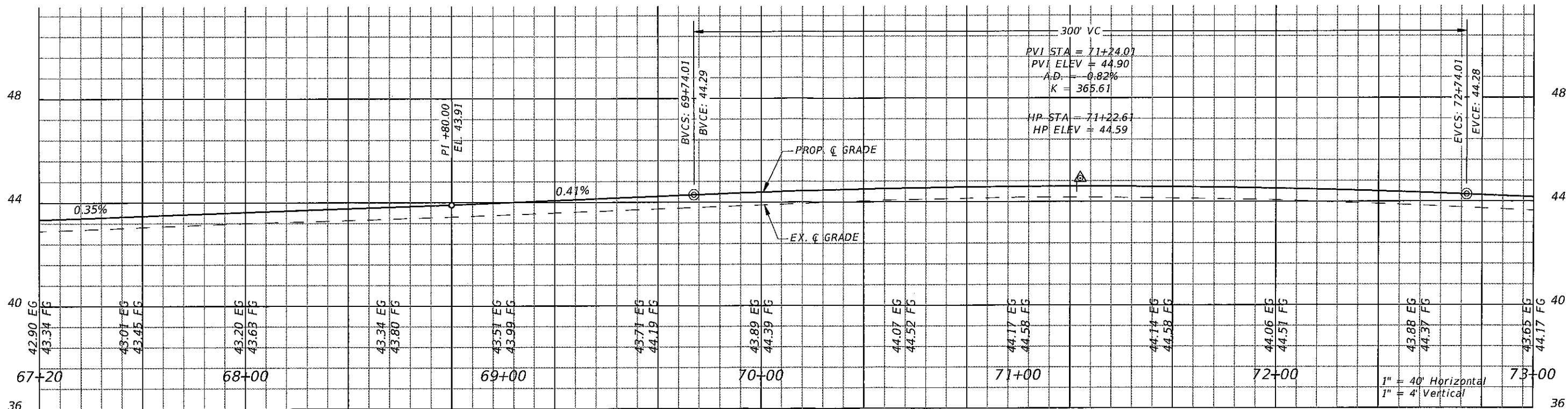
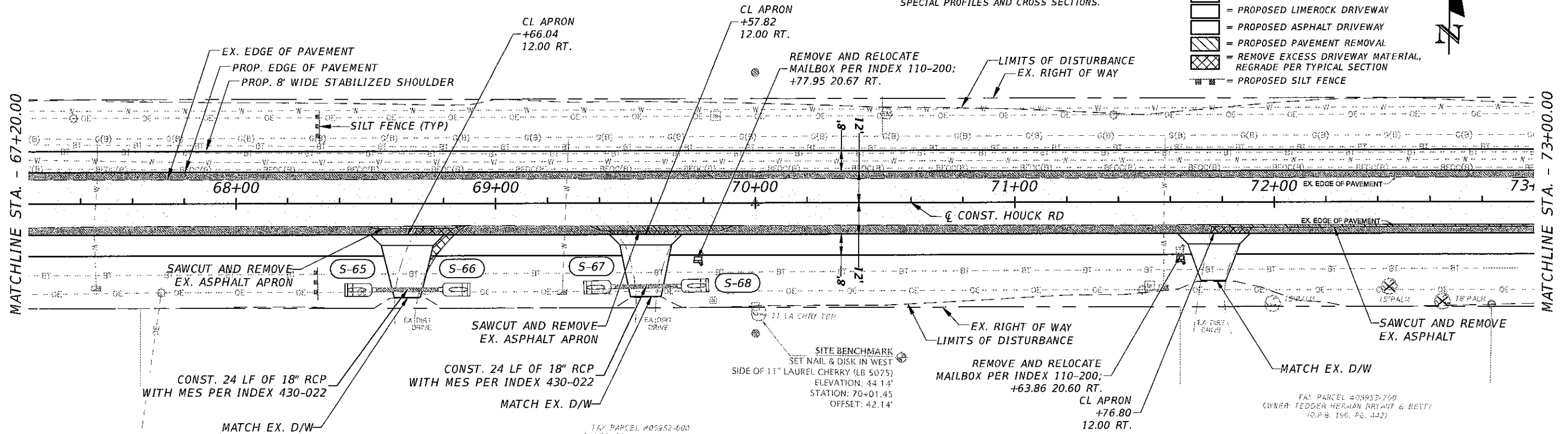
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TAX PARCEL #05544-100
OWNER: PANAMA CITY SPECIALTY PROPERTIES, LLC
(O.R.B. 60, PG. 982)

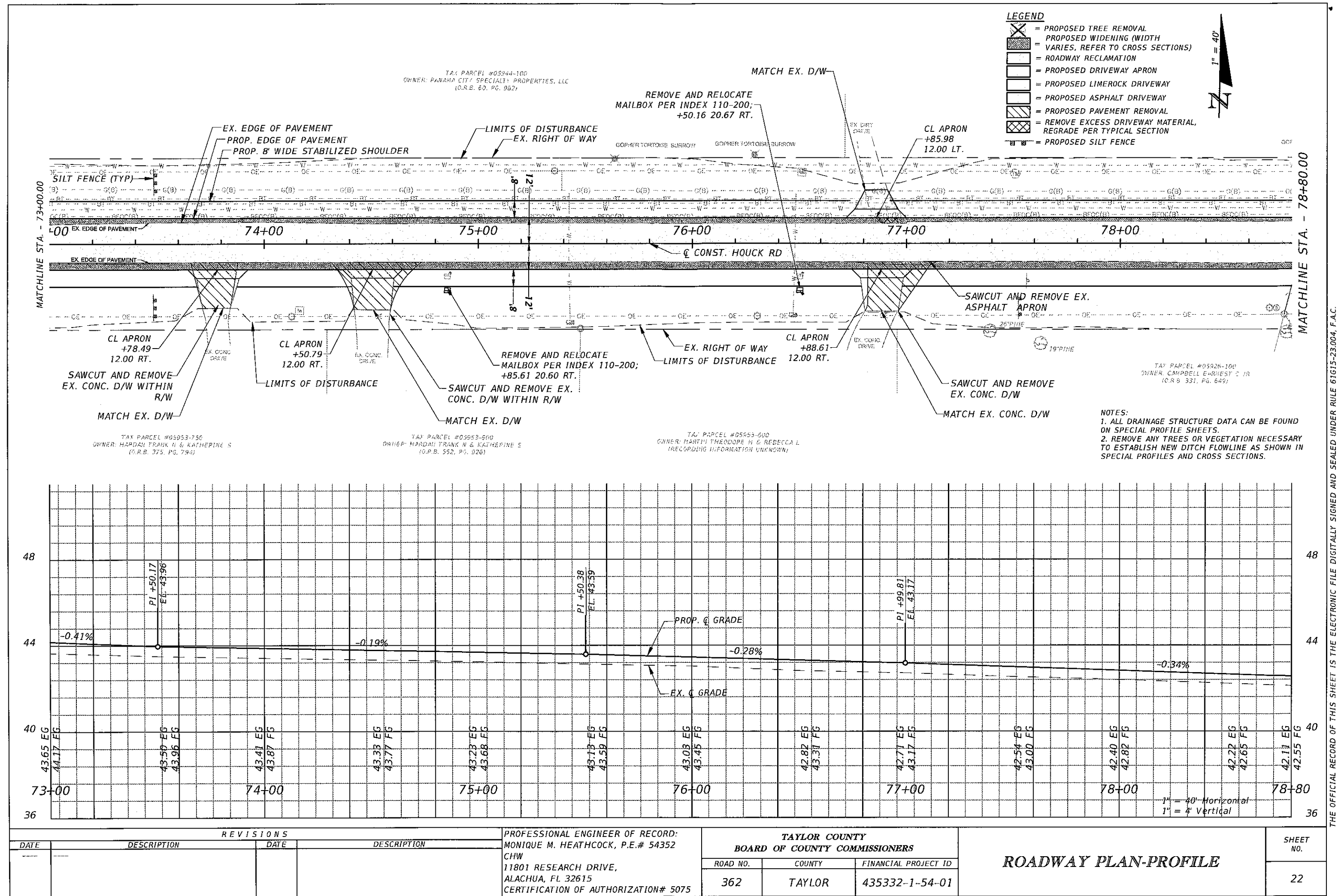
NOTES:
1. ALL DRAINAGE STRUCTURE DATA CAN BE FOUND
ON SPECIAL PROFILE SHEETS.
2. REMOVE ANY TREES OR VEGETATION NECESSARY
TO ESTABLISH NEW DITCH FLOWLINE AS SHOWN IN
SPECIAL PROFILES AND CROSS SECTIONS.

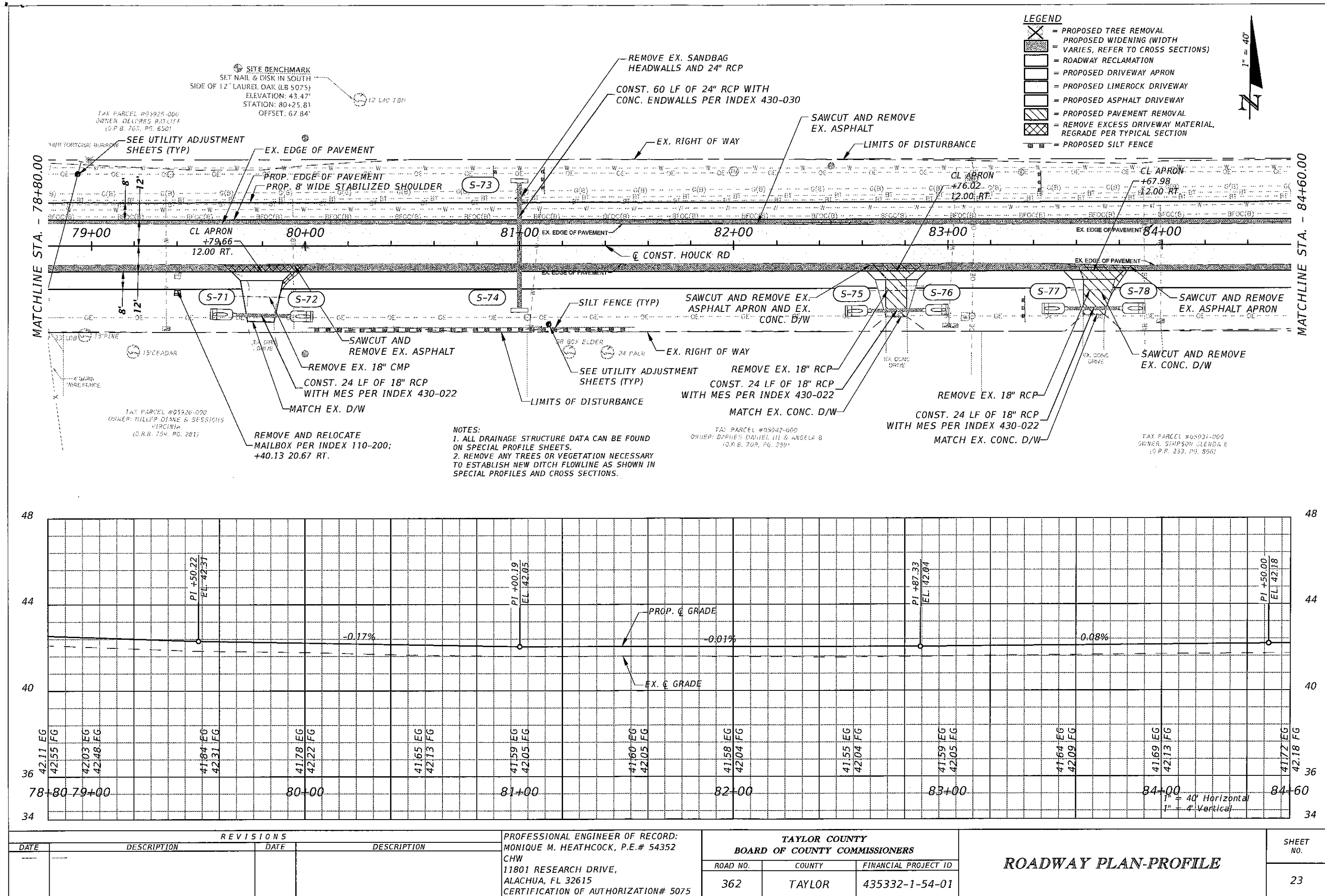
LEGEND

- = PROPOSED TREE REMOVAL
- = PROPOSED WIDENING (WIDTH VARIES, REFER TO CROSS SECTIONS)
- = ROADWAY RECLAMATION
- = PROPOSED DRIVEWAY APRON
- = PROPOSED LIMEROCK DRIVEWAY
- = PROPOSED ASPHALT DRIVEWAY
- = PROPOSED PAVEMENT REMOVAL
- = REMOVE EXCESS DRIVEWAY MATERIAL, REGRADE PER TYPICAL SECTION
- = PROPOSED SILT FENCE



REVISIONS				PROFESSIONAL ENGINEER OF RECORD: MONIQUE M. HEATHCOCK, P.E.# 54352 CHW 11801 RESEARCH DRIVE, ALACHUA, FL 32615 CERTIFICATION OF AUTHORIZATION# 5075	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS			ROADWAY PLAN-PROFILE	SHEET NO. 21
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					362	TAYLOR	435332-1-54-01		





MATCHLINE STA. - 84+60.00

LEGEND

- = PROPOSED TREE REMOVAL
- = PROPOSED WIDENING (WIDTH VARIES, REFER TO CROSS SECTIONS)
- = ROADWAY RECLAMATION
- = PROPOSED DRIVEWAY APRON
- = PROPOSED LIMEROCK DRIVEWAY
- = PROPOSED ASPHALT DRIVEWAY
- = PROPOSED PAVEMENT REMOVAL
- = REMOVE EXCESS DRIVEWAY MATERIAL, REGRADE PER TYPICAL SECTION
- = PROPOSED SILT FENCE

TAX PARCEL #05075-000
OWNER: DELGERS PATLIFF
(C.M.B. 703, PG. 650)

SITE BENCHMARK
SET NAIL & DISK IN SOUTH
SIDE OF 12" LIVE OAK (LB 5075)
ELEVATION: 40.78'
STATION: 86+87.49
OFFSET: 72.61'

END FULL DEPTH RECLAMATION
BEGIN RECLAIMED BASE
THICKNESS TRANSITION
STA. 86+76.15

SAWCUT AND REMOVE
EX. ASPHALT

END PROJECT
STA. 88+88.00
N: 394181.128
E: 2258130.783

END MILL & RESURFACE
STA. 88+58.15
N: 394180.620
E: 2258100.938

END RECLAIMED BASE
THICKNESS TRANSITION
STA. 88+56.15
N: 394180.586
E: 2258098.938

NOTES:
1. ALL DRAINAGE STRUCTURE DATA CAN BE FOUND
ON SPECIAL PROFILE SHEETS.
2. REMOVE ANY TREES OR VEGETATION NECESSARY
TO ESTABLISH NEW DITCH FLOWLINE AS SHOWN IN
SPECIAL PROFILES AND CROSS SECTIONS.

48

44

40

36

84+60

85+00

86+00

87+00

88+00

89+00

1" = 40' Horizontal
1" = 4' Vertical

48

44

40

36

34

END FULL DEPTH RECLAMATION
BEGIN RECLAIMED BASE
THICKNESS TRANSITION
STA. 86+76.15

MATCH EX. ASPHALT
PAVEMENT GRADE

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

PROFESSIONAL ENGINEER OF RECORD:
MONIQUE M. HEATHCOCK, P.E.# 54352
CHW
11801 RESEARCH DRIVE,
ALACHUA, FL 32615
CERTIFICATION OF AUTHORIZATION# 5075

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
362	TAYLOR	435332-1-54-01

ROADWAY PLAN-PROFILE

SHEET
NO.

24

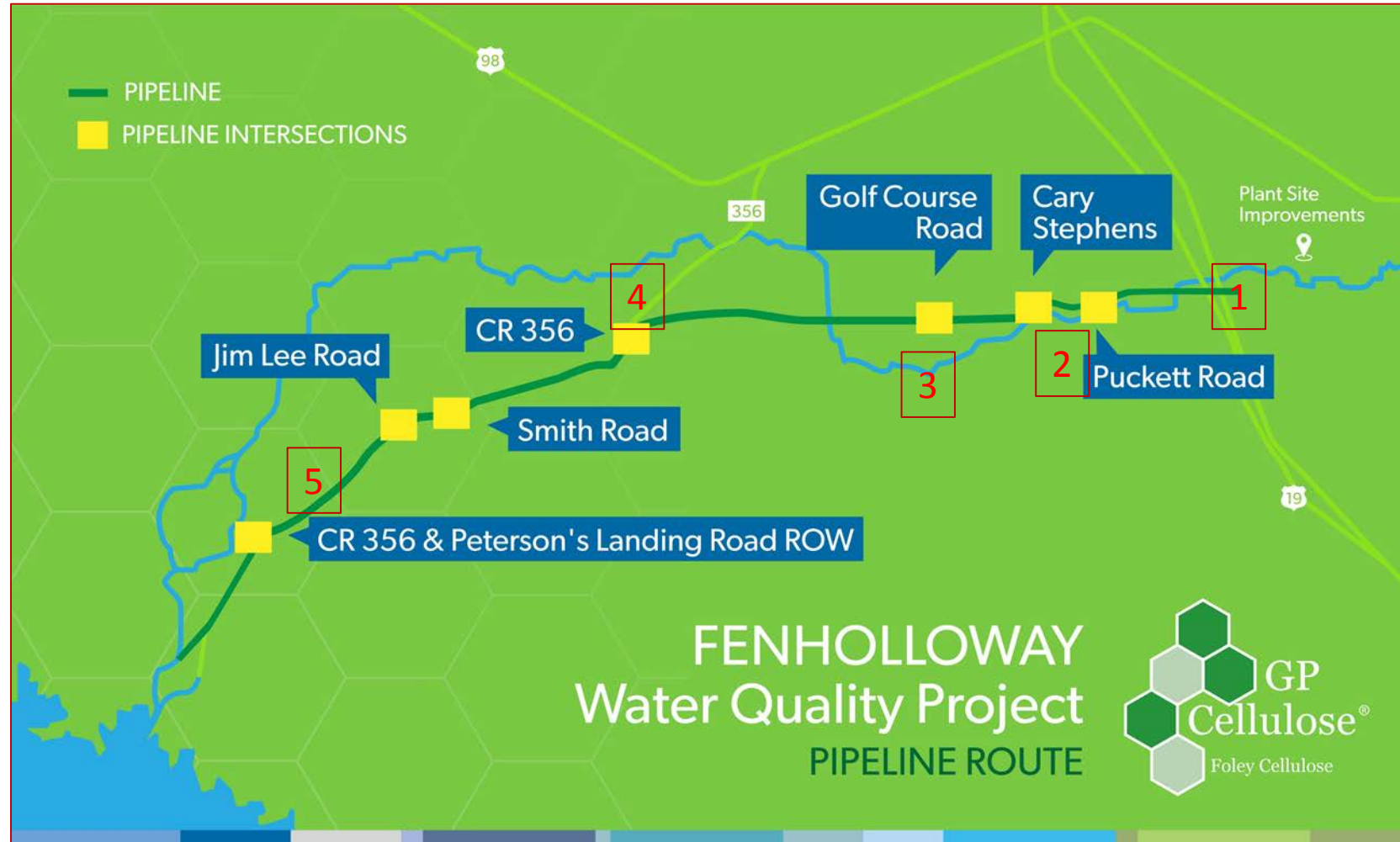
55% of Pipe Installed – Critical Activity Completion:

- 1) Outfall/Diffuser blasting
- 2) Lower Hampton Springs road blasting
- 3) River Crossing #2
- 4) Installation behind Carlton Cemetery road solid waste collection



Upcoming: November 2019 – January 2020

1. Under US 19/98 (no impact)
2. Under Puckett road (no impact)
3. Golf Course road (detour)
4. Under Hampton Springs road (single lane during crossing)
5. Lower Hampton Springs (single lane to Hick's Fish Camp)



Pipeline Startup – September 2020

Goal: Support Recreational Water Quality Standards in the Fenholloway



21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board approval for the Board to fully fund the Big Bend Transit "in town" shuttle during the holidays from December 9, 2019 to January 3, 2020.

Meeting Date:

November 19, 2019

Statement of Issue: Requesting Board to approve fully funding the Big Bend Transit "in town" shuttle from December 9, 2019 to January 3, 2020.

Recommendation: Approve fully funding the "in town" shuttle from December 9, 2019 to January 3, 2020.

Fiscal Impact: \$ Funding the shuttle for this period will have an approximated cost of \$375. There is sufficient funding in the Big Bend Shuttle budget (0423) to cover this cost.

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Jami Boothby, Grants Coordinator

Contact: Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In the past, the Board has approved fully funding the "in town" shuttle during the holiday season. For the past two years, the shuttle has been fully funded by donations from Mr. Conrad Bishop. This program has been very successful with substantially increased ridership of the shuttle during this period. There are sufficient funds in the Big Bend Shuttle budget to cover the total cost.

Attachments: 1. N/A

2. _____

ADDITIONS TO THE AGENDA

November 19, 2019

ADD

COUNTY ATTORNEY ITEMS:

22-A. THE COUNTY ATTORNEY TO DISCUSS OPIOID LITIGATION.